



City Council Memorandum

To: Mayor & City Council
From: Jim Culotta, City Administrator
Date: 12/4/17
Re: Reverse 911

EXECUTIVE SUMMARY

Reverse 911 is a system designed to quickly communicate critical information with a large group of people in a defined geographic area. Generally speaking, reverse 911 systems utilize phone (cell & land lines), text, email, social media, and other means of distributing time sensitive information. Typically, users self-subscribe for the service but some public databases can be leveraged to build a contact list. This technology is not new and is used by many municipalities, including the City of Peoria and Peoria County. Staff has researched the two most widely used reverse 911 providers: CodeRED by OnSolve and Nixle by Everbridge. Chief McCoy, Master Sergeant Stevens, and I viewed demonstrations of both systems. We unanimously recommend implementing the CodeRED system. On November 20th, the Public Safety Committee unanimously recommended it be brought before the City Council for consideration.

BACKGROUND

Similarities between the CodeRED and Nixle systems include a low annual price and overall ease of use. Pricing for both systems is based on city population. CodeRED charges an annual fee of \$6,000 and no setup fee if the system is completed within 60 days. Nixle charges a one-time setup fee of \$500 and an annual fee of \$5,000. Based on online demonstrations, both Nixle and CodeRED appear to be user-friendly to manage. Each cloud-based management system is designed for desktop and mobile users, would allow the city to create various user and distribution groups, and messages can be sent in just a few easy steps.

The primary reason we recommend CodeRED is the depth of their capabilities and reliability. For example, CodeRED owns and maintains their core text and voice delivery systems rather than relying on third party providers. CodeRED is used by the City and County of Peoria. David Tuttle, Manager of their Emergency Communication Center, is pleased with CodeRED. Attached is additional information on the functionality of each service provider.

Overall, CodeRED provides more advanced features that would enable the city to efficiently communicate critical information to residents.

REQUESTED ACTION

Staff requests Council approval of an agreement with CodeRED.

ATTACHED

1. CodeRED & Nixle background materials
2. CodeRED Agreements



THE POWER OF CONNECTING
PEOPLE TO INFORMATION,
WHEN IT COUNTS.

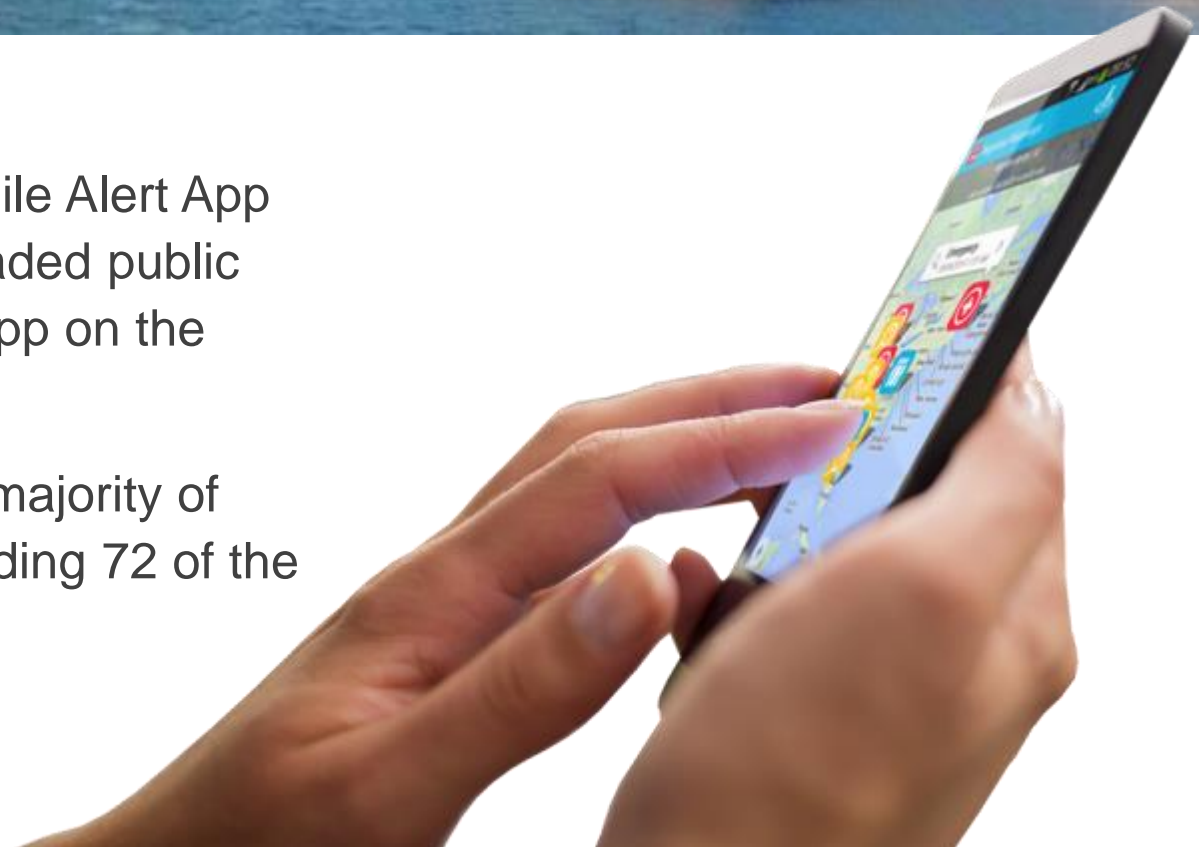
A Public Safety Partnership



There is a Reason...



- More than 40,000 customers worldwide rely on OnSolve
- 150+M households and businesses supported
- We manage and support 14 statewide programs, more than anyone else in the industry
- The CodeRED Mobile Alert App is the most downloaded public safety notification app on the market
- Partnered with the majority of Fortune 500s, including 72 of the top 100



Taking on Today's Challenges

Communication Challenges

- Mobile society
- Implementation of technology
- Real-time situational awareness/updates
- Multiple audiences (internal/public)

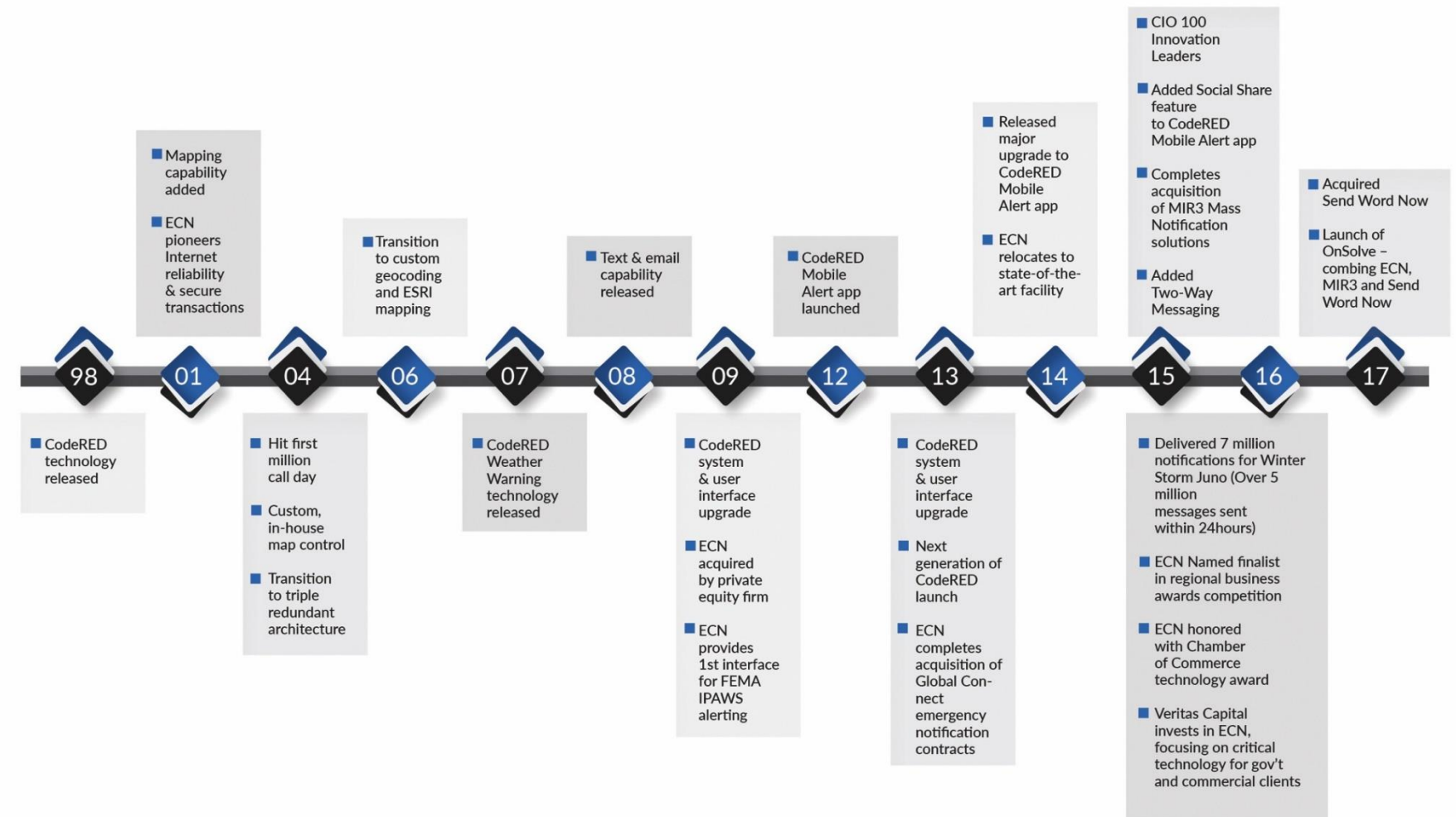
The Solution

CodeRED serves as an integral part of your emergency management preparedness plan, and solves the communication obstacles faced when connecting your residents and staff to the information they need, when it counts.



Our Company

- OnSolve is the **largest global** mass emergency and notification provider
- **Solely focused** on emergency and mass notification solutions for nearly two decades
- Maintain our own dedicated triple-redundant infrastructure with **no third-party involvement**
- Employ former emergency managers and law enforcement personnel, with more than **80+ years** of hands-on public safety experience.
- Awarded **CIO IT Innovation Award 2016**
- **Nine (9) competitive acquisitions** in as many years
 - Most recent acquisition was Send Word Now, a global leader in enterprise business notification solutions, serving global Fortune 500 companies



Our Value Add

VISIBLE

Features, functions & price

HIDDEN

**SUPPORTING
CAPABILITIES**

Corporate history, focus, experience

Infrastructure, reliability, resilience

Data security & access

Integration services & APIs

Implementation, training & support

Mission critical, redundant
fail over network

Key Differentiators: A True Managed Services SaaS Approach

- Full service provider
- Triple redundant secure infrastructure
- Single interface IPAWS solution
- Expedient implementation
- 24x7x365 live proactive client support
- GIS data coding (ESRI)
- Data scrubbing and de-duplicating
- Company-supplied data
- Personalized training
- Comprehensive Mobile strategy
- Resource library with promotional materials
- Advanced data security model

OnSolve has 10 high availability facilities worldwide

has **10** HIGH AVAILABILITY
FACILITIES
WORLDWIDE

OnSolve utilizes its own secure
MANAGED PRIVATE NETWORK



Notable CodeRED Successes

- Largest state & local government notification system, utilized in all 50 states, serving more than 100 million U.S. households
- Maintains 14 statewide contracts (more than any other provider)
- Affiliated with nationally recognized organizations including “A Child is Missing”, Federal Emergency Management Agency (FEMA) and the National Weather Service (NWS)
- CodeRED has been credited with helping in the recovery efforts for more than 3,500 missing children



HURRICANE SANDY

OCTOBER 29, 2012
NORTHEAST
CATEGORY 1

- 15 million calls launched without delay
- 1.8 million CodeRED Mobile Alert app notifications
- Nearly 1 million text and emails delivered, helping to prevent network congestion during height of the storm



WINTER STORM JONAS

JANUARY 2016
MID-ATLANTIC

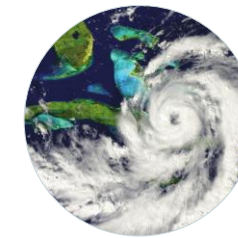
- 7.1 million calls over 4 days
- 16,500+ CodeRED Mobile Alert app notifications
- More than 138,000+ text and emails throughout the peak of the storm



WINTER STORM JUNO

JANUARY 26, 2015
NORTHEAST

- 5.3 million calls launched without delay
- 185,000+ CodeRED Mobile Alert App notifications
- Nearly 130,000 emails and 80,000 texts
- Nearly 9,000 new resident enrollments to receive emergency notifications regarding the storm system



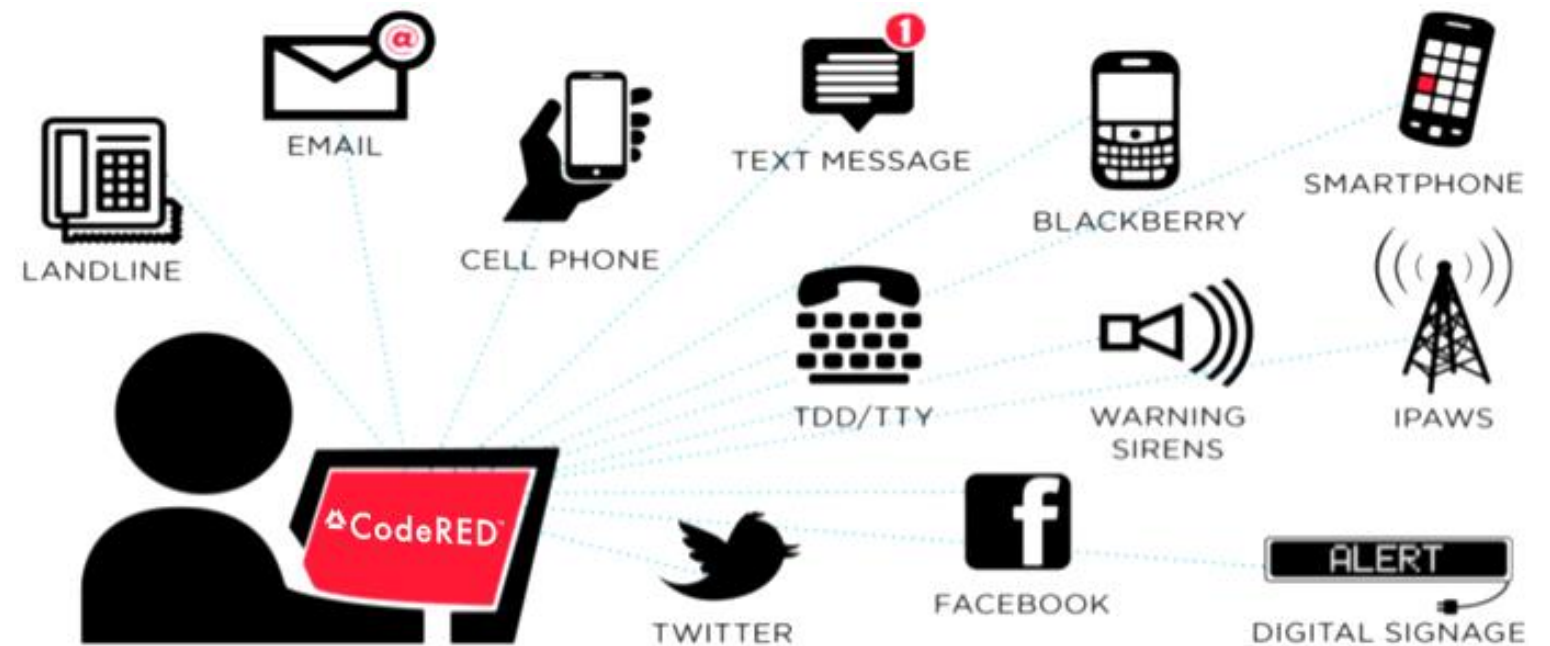
HURRICANE MATTHEW

OCTOBER 2016
SOUTHEAST
CATEGORY 4

- More than 11.5 million calls placed before, during, and after Hurricane Matthew made its way up the east coast of Florida
- More than one million emails and text messages sent, without any failures or downtime
- More than 58,000 new registrations immediately made through the Community Notification Enrollment (CNE) web page

Key CodeRED Capabilities & Feature Sets

- Immediate and simultaneous alerts to voice, text, email, social media, mobile app, IPAWS, etc.
- Comprehensive mobile strategy (CodeRED Launcher and Mobile Alert app)
- Social Share
- Fully integrated IPAWS interface
- Two-Way Messaging
- Web Widget
- Foreign Language Message Translation
- Customizable community enrollment page
- Powerful API
- Universal ANI
- Patented Validata process



Overall Ease of Use

Quick Launch ?

Select an existing scenario and press 'LAUNCH' to start the launch process:

LAUNCH







OR

Press 'BUILD' to construct a scenario

BUILD

CodeRED™ Technical Support
Welcome, Teri
LOG OUT


Dashboard ?

CodeRED News

Important Change to the Launcher App - Please note effective immediately the 'ECN Launcher' app will be known as 'CodeRED Launcher'. As you update your apps, it is important you recognize the new icon that will display (depicted below).

The app and its functionality have not changed - just the name. So please make a note of this change, alert your team members, and continue using the app to launch your critical communications across any mobile device, as you need!



Helpful Links ?

ONE LINK

CGE LINK

RSS LINK

WIDGET CODE

Quick Launch ?

Select an existing scenario and press 'LAUNCH' to start the launch process:

LAUNCH

OR

Press 'BUILD' to construct a scenario

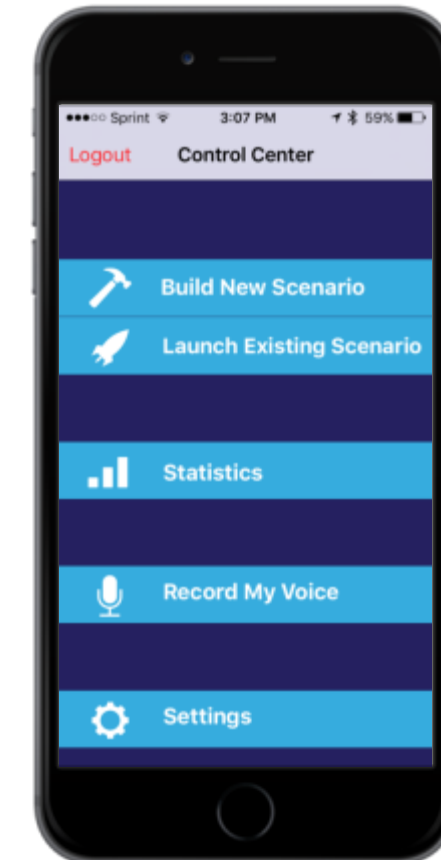
BUILD

Map & Go ?

Select the appropriate database to start.








EMERGENCY








GENERAL



Quick Text

CodeRED Overview

-  Mobile Alert Application
-  Launcher Application
-  Social Share
-  Web Widget
-  Two-Way Messaging
-  IPAWS
-  Team Builder

-  Language Translation
-  Resource Library
-  Community Enrollment
-  Future
-  The CodeRED Difference
-  Notification Successes
-  Summary

Mobile Alert Application

Emergency messages delivered directly to the hands of your residents, visitors, and commuters who need to take immediate action.

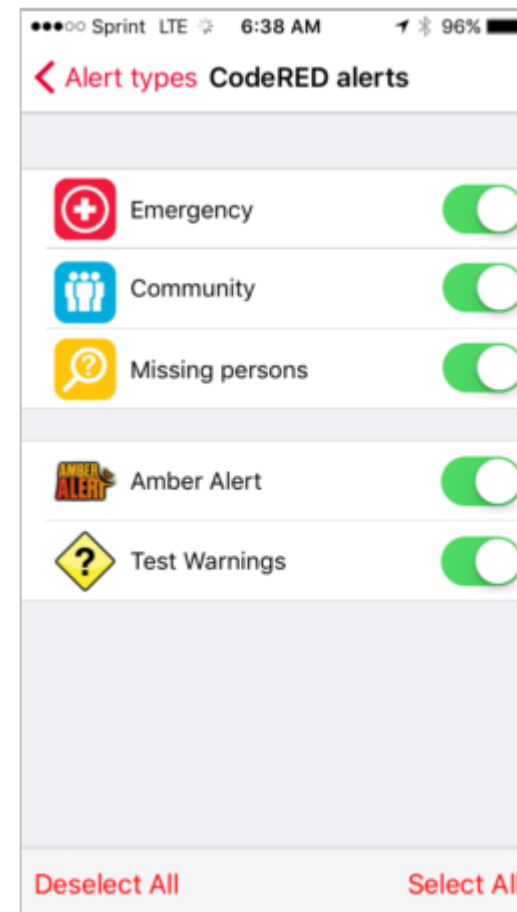
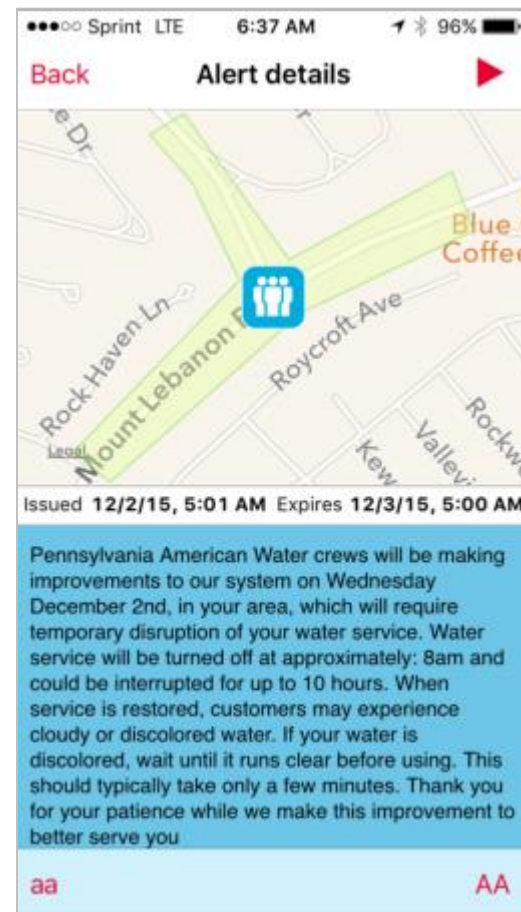
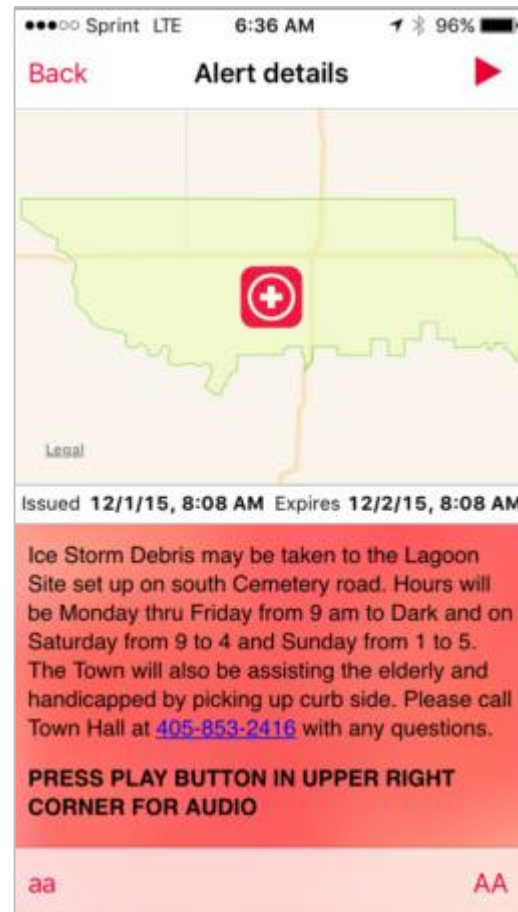
- Location-based mobile device notification app
- No opt-in required
- Message includes both audio and text and map
- Easily implemented for special events
- Customized user experience

THE CodeRED DIFFERENCE

- Geo-Target your mobile audience on their mobile device
- The most downloaded public safety notification app
- Nationwide success alerting residents and visitors



Mobile Alert Application



Launcher Application



GROUP

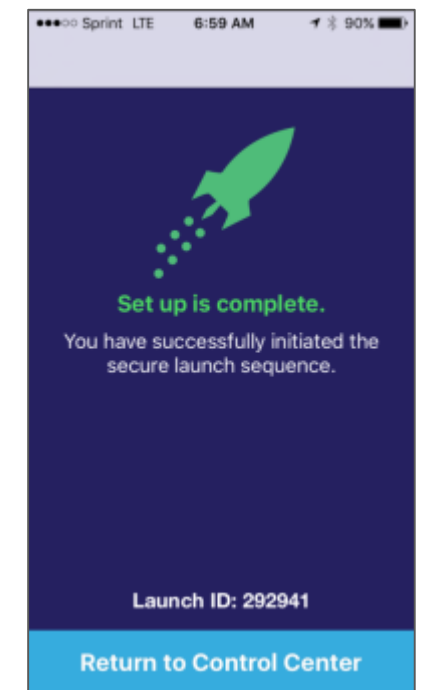
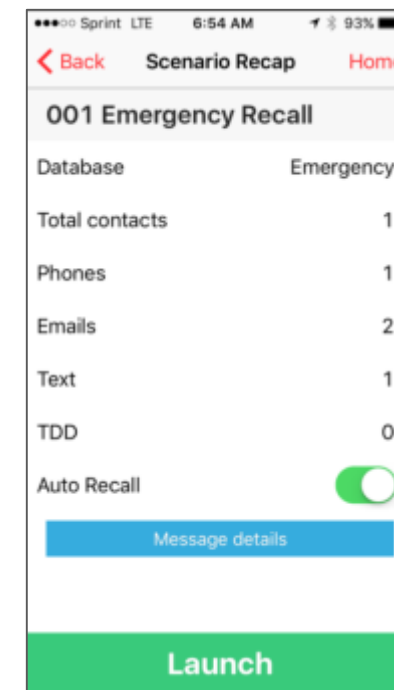
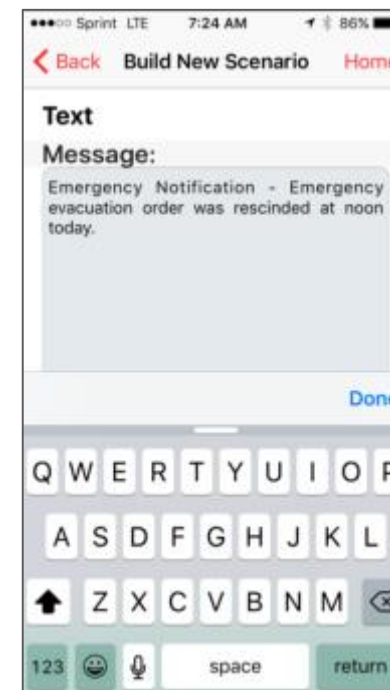
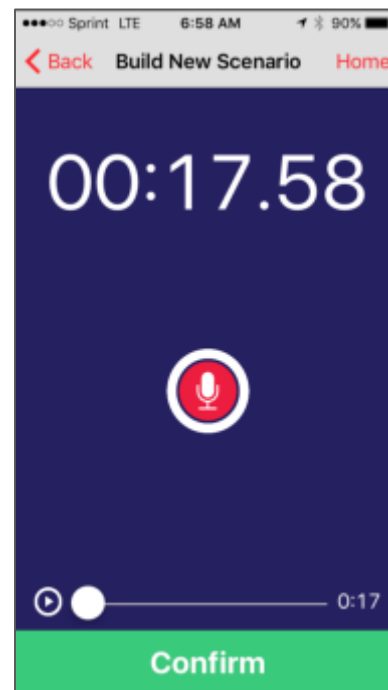
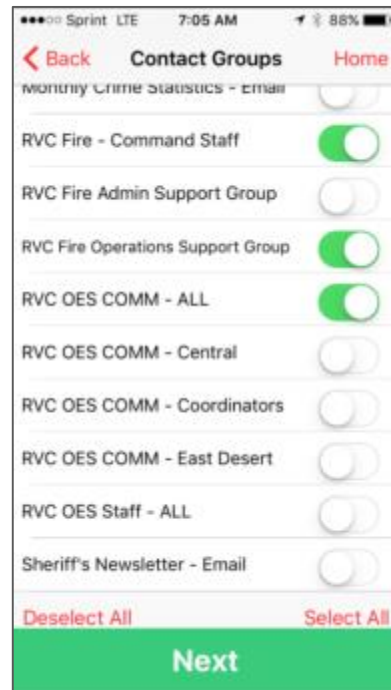
MAP

RECORD

TYPE

LAUNCH

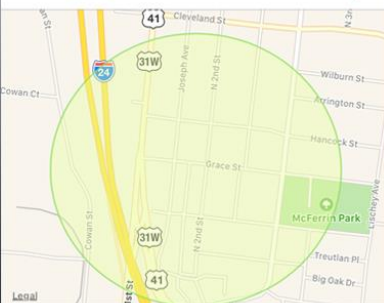
SUCCESS!



Social Share

Back

Alert details



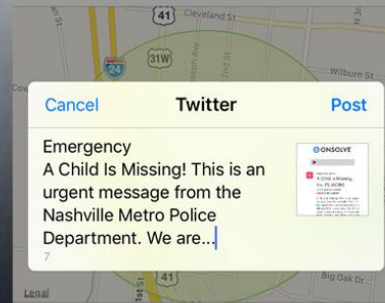
Issued 6/13/17, 8:35 AM Expires 6/13/17, 2:35 PM

A Child Is Missing! This is an urgent message from the Nashville Metro Police Department. We are searching for a Missing Child in your area. The child's name is Marionna Huey, a 12 year old Black Female with Black hair and Brown eyes, approximately 5 feet 1 inches tall, 95 Pounds. She was last seen wearing a Blue and Pink Shirt, Beige Shorts, Grey and Green Nike Sneakers, riding a pink and white bicycle. She was last seen near [685 Joseph Avenue in Nashville](#); Today; June 13th at 2:00AM. We need your help! PLEASE check your yard, complex and vehicle. If you have any information about Marionna Huey, please call the Nashville Metro Police Department at [615-862-8600](tel:615-862-8600) that's [615-862-8600](tel:615-862-8600). To view this alert please visit, achildsmissing.org - Thank you for your help.

aa AA

Back

Alert details




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q w e r t y u i o p
a s d f g h j k l
z x c v b n m
123 space @ #

ONSOLVE™

0:00 / 1:10




EMERGENCY ALERT

A Child is Missing, Inc, FL (ACIM)

STARTS 6/13/2017, 8:35 AM — ENDS 6/13/2017, 2:35 PM

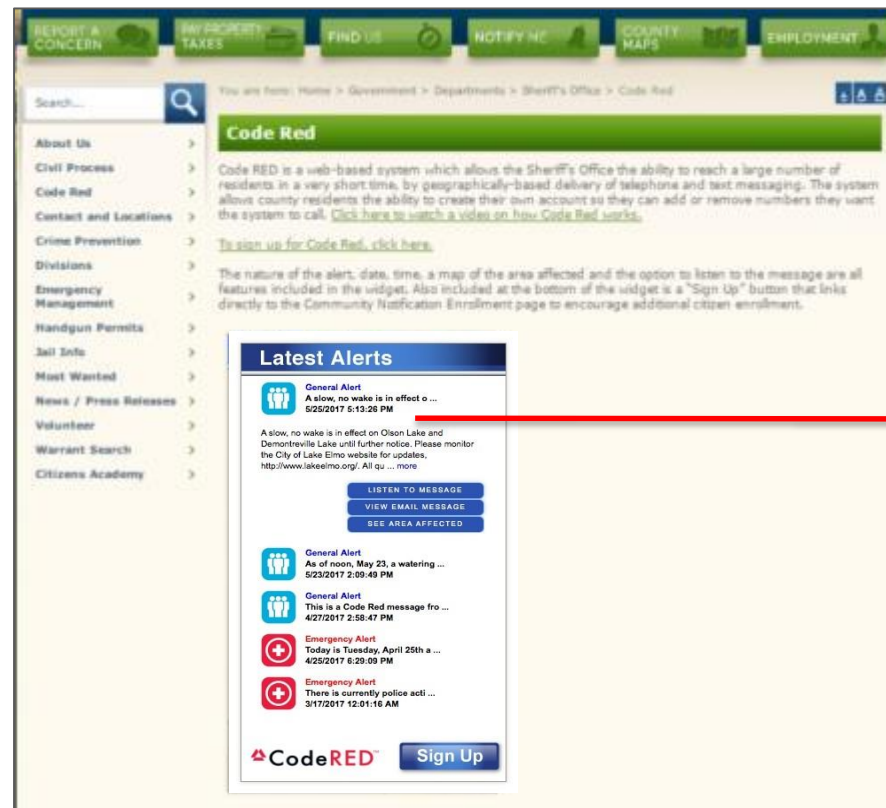
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SIGN UP TO RECEIVE ALERTS

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Version: 1.0.15773.01

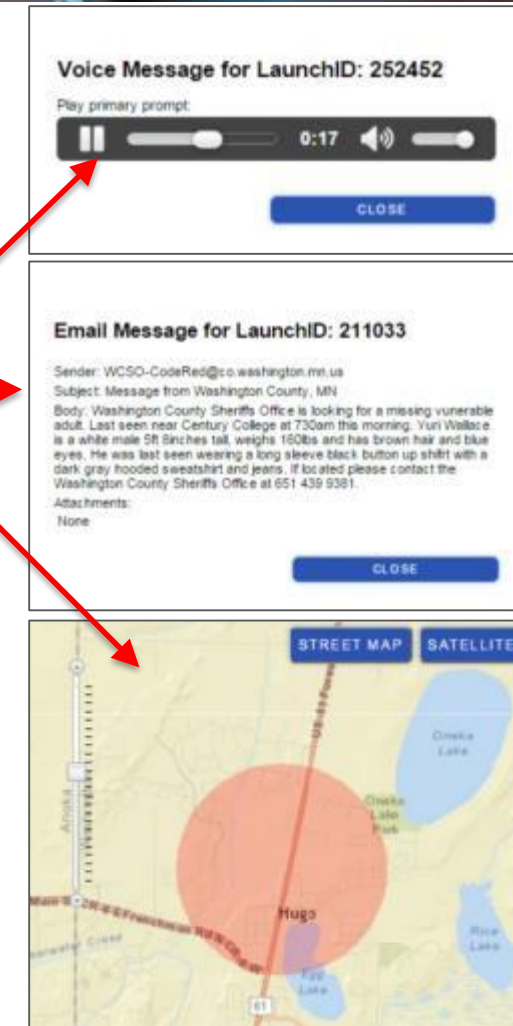
Web Widget



The screenshot shows the CodeRED web application interface. At the top, there are navigation tabs: REPORT A CONCERN, PAY PROPERTY TAXES, FIND US, NOTIFY ME, COUNTY MAPS, and EMPLOYMENT. Below these is a search bar and a breadcrumb trail: You are here: Home > Government > Departments > Sheriff's Office > Code Red. The main content area features a 'Code Red' header and a description of the system. A 'Latest Alerts' widget is displayed, showing a list of alerts with icons for General and Emergency alerts. A red arrow points from the 'Latest Alerts' widget in this screenshot to the expanded 'Latest Alerts' widget in the next screenshot.



This screenshot shows the expanded 'Latest Alerts' widget. It has a blue header with the title 'Latest Alerts'. Below the header, there is a list of alerts, each with an icon and a brief description. The first alert is a 'General Alert' dated 5/25/2017 5:13:26 PM. Below the list, there are three buttons: LISTEN TO MESSAGE, VIEW EMAIL MESSAGE, and SEE AREA AFFECTED. A red arrow points from the 'VIEW EMAIL MESSAGE' button to the 'Email Message for LaunchID: 211033' widget in the next screenshot. At the bottom of the widget is the CodeRED logo and a 'Sign Up' button.



This block contains three separate screenshots. The top screenshot shows a 'Voice Message for LaunchID: 252452' widget with a play button, a progress bar, and a 'CLOSE' button. The middle screenshot shows an 'Email Message for LaunchID: 211033' widget with the sender 'WCSO-CodeRed@co.washington.mn.us', the subject 'Message from Washington County, MN', and the body text 'Washington County Sheriff's Office is looking for a missing vulnerable adult. Last seen near Century College at 730am this morning. Yuri Wallace is a white male 5ft 8inches tall, weighs 160lbs and has brown hair and blue eyes. He was last seen wearing a long sleeve black button up shirt with a dark gray hooded sweatshirt and jeans. If located please contact the Washington County Sheriff's Office at 651 439 9381.' Below the body text is an 'Attachments' section showing 'None' and a 'CLOSE' button. The bottom screenshot shows a map with a red circle indicating the affected area. The map has tabs for 'STREET MAP' and 'SATELLITE'. A red arrow points from the 'SEE AREA AFFECTED' button in the 'Latest Alerts' widget to this map.

Two-Way Messaging



Message Builder

EmailTextReplies*

Reply Page Creation

Team activation. Can you respond? If so, what is your estimated time of arrival?

Clear

Message length (limit to 250 characters): 80 characters

☒ Add a yes/no response
☒ Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

HoursMinutes

PreviousSave Replies

Response Center

Client Name
Utility Department

To: Jim Erickson
From: Dispatch Supervisor
June 08, 2016 2:23 PM
Team deployment from
200 Main Street
Anytown, US 12345

Can you respond?
☒ Yes ☐ No

Submit

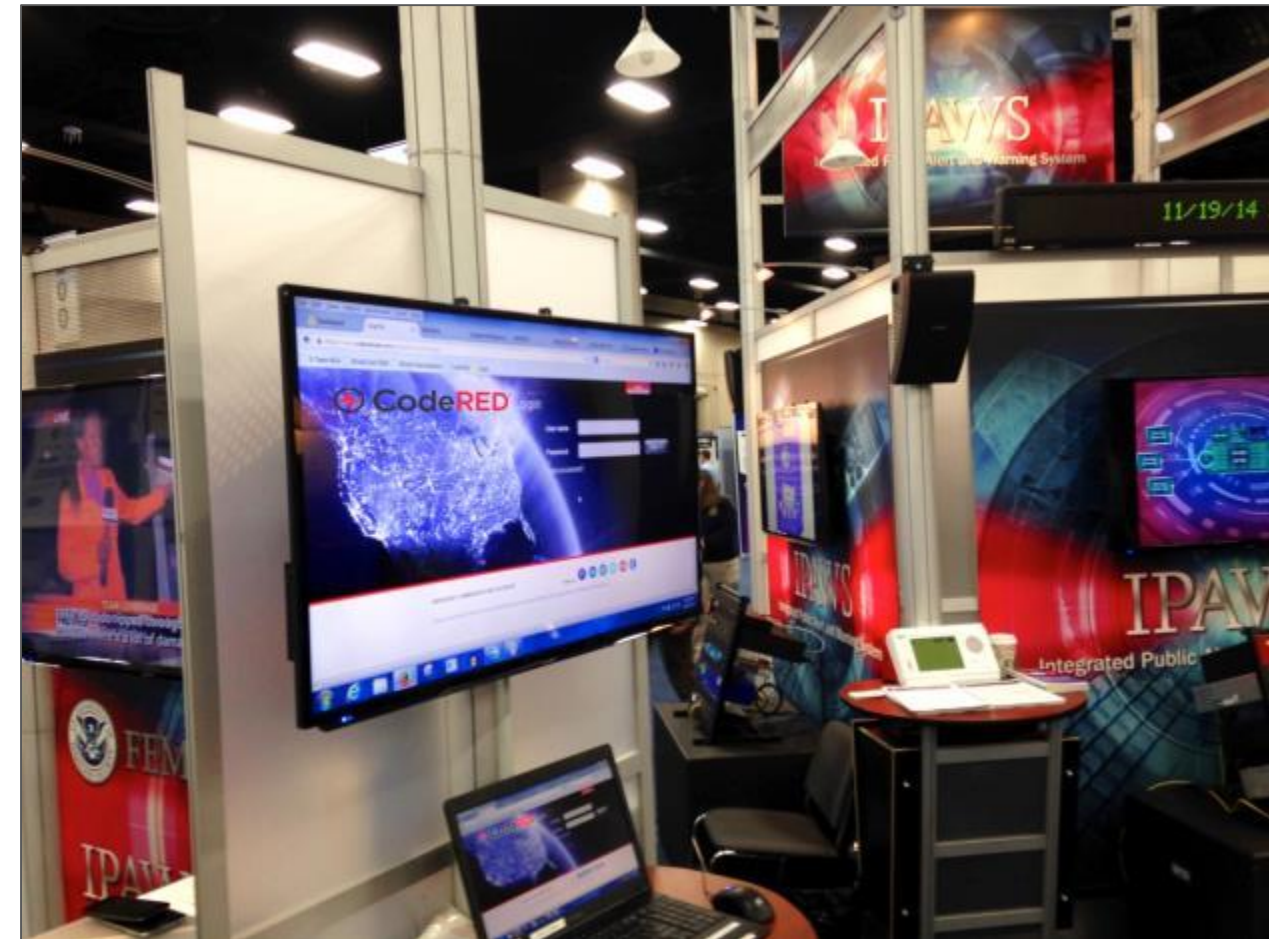
ONSOLVE

Integrated Public Alert and Warning System (IPAWS)

Log in > Create message & select how to send > Confirm IPAWS received message



- Within existing Message Builder
- Use All methods
- Leading provider
- More COGs than any other IPAWS developer
- LIVE JITC Testing
- Featured by FEMA at national conferences





Notify – Confirm – Survey – Quota

- Secure confirmation key
- Survey for real time results
- Fill quotas with intelligent dialing
- Overtime shifts
- Response surveys
- Secure Message Delivery
- Document availability

Foreign Language Message Translation



Foreign Language Message Translation



- Send alerts in a resident's preferred language
- Accurately convert messages in English to the language(s) of your choice
- Translate and deliver voice, email and text message components seamlessly through a single user interface
- Preview and edit translated message components prior to launch
- Designate individual records to receive alternative language messages via Contract Group Enrollment (CGE)
- Review detailed statistics to see the number of records attempted and/or delivered in each language

Available languages include:

Chinese (Catalan)	Chinese (China)
Chinese (Hong Kong)	Chinese (Taiwan)
Danish	Dutch
Finnish	Finnish (France)
French (Canadian)	French
German	Italian
Japanese	Korean
Norwegian	Polish
Portuguese (Brazil)	Portuguese (Portugal)
Russian	Spanish (Mexico)
Spanish (Spain)	Swedish



Instant online access to

- Manuals
- Guides
- Forms
- Marketing Materials
- Best Practices



Resource Library

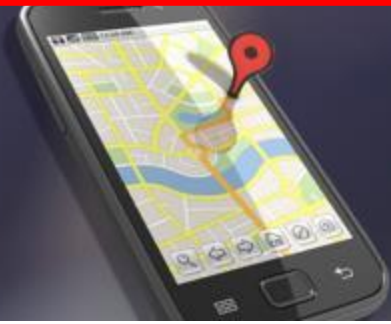
Client Support Resources

- **OPERATING MANUAL**
 - Operating Manual
- **USER GUIDES**
 - Call Disposition Breakdown
 - Contact Group Importer Guide
 - Contact group ONLY quick launch guide
 - IPAWS Submission Tool User Guide
 - Quick launch guide
 - Quick Text Reference Guide
- **CLIENT FORMS**
 - Contact change request
 - Passcode request

Marketing Resources

- **COMMUNITY FLIERS**
 - CodeRED Weather Warning info card 2up
 - CodeRED Mobile Alert flier 4 up
- **LOGOS**
 - CodeRED .jpg
 - CodeRED Mobile Alert app .jpg
 - Graphic Standards
 - CodeRED Stacked .jpg
 - CRMAA QR code
 - CodeRED Weather Warning .jpg
- **SCRIPTS**
 - CodeRED Performance test

Community Enrollment



**CodeRED™**
Keeping citizens informed.
This site is optimized for Internet Explorer 9 and above, Chrome and Firefox. For the best user experience, please ensure you are using these browsers.



ECN Sales Jim Erickson

COMMUNITY NOTIFICATION ENROLLMENT

Please take a moment to fill in the appropriate information below to be notified by your local emergency response team in the event of emergency situations or critical community alerts. Examples include: evacuation notices, bio-terrorism alerts, boil water notices, and missing child reports.

Contact Information

First name

Last name

Contact Addresses and Communication Methods

Address is: ☒ Residential ☐ Business

Address name:

Home

Address to be notified
(please no P.O. boxes)
City

State

Choose State...

Zip

Do you require special assistance during an evacuation? ☐



Community Groups

Additional Notifications

Opt in to receive additional notifications based on your interests:

- ☐ Snow Conditions
- ☐ Road Conditions
- ☐ Summer Events
- ☐ Special Events
- ☐ School - Middle Schools
- ☐ School - Elementary Schools
- ☐ School - High Schools
- ☐ Sports
- ☐ Parks & Recreation
- ☐ Public Works News
- ☐ My City News
- ☐ Administration News
- ☐ Neighborhood Safety
- ☐ Winter Events
- ☐ Fall Events
- ☐ Spring Events

Future – Emerging Technologies



Internet of Things (IOT)

The CodeRED Difference



There is a difference and it makes a difference.

- Single solution
- Easy-to-use interface
- Expedient implementation
- World-class client support
- API
- Robust infrastructure
- Geo-location; data management support
- Ongoing training
- Managed services
- Comprehensive mobile strategy
- Statewide and large-scale programs
- Market leaders

Notification Successes



Suffolk County, NY (population 1.5 million)

- Over 250 jobs launched in the past 2 years
- 716,042 messages launched on Jan 26
- From launch to completion: 120 mins.
- 435,615 messages successfully acknowledged
- 0 failed messages



Douglas County, CO (population 306,000)

- Over 300 jobs launched in the past 2 years
- 26,736 messages launched on Oct 8
- From launch to completion: 29 mins.
- 22,596 messages successfully acknowledged
- 0 failed messages



Jefferson County, CO (population 552,000)

- Over 500 jobs launched in the past 2 years
- 311,736 messages launched on March 5
- From launch to completion: 103 mins.
- 251,711 messages successfully acknowledged
- 0 failed messages



Nassau County, NY (population 1.4 million)

- Over 100 jobs launched in the past 2 years
- 739,971 messages launched on July 3
- From launch to completion: 118 mins.
- 473,224 messages successfully acknowledged
- 0 failed messages

Notification Successes



Plymouth County Sheriff's Department

Missing 12-year-old found after CodeRED alert

Carver, MA (March 2016) - A frantic father reported his 12-year-old son missing to the Carver Police Department. The young boy had already been missing for two hours when the call was received. Carver Police Department responded immediately, checking the boy's friend's homes and preparing for a search in a nearby wooded area. Plymouth County Sheriff's Department promptly sent out a CodeRED notification on behalf of Carver Police Department to residents alerting them of the missing child. A woman subsequently informed her husband of the alert and he took his ATV out into the woods to assist in the search. Miraculously, the young boy was found only a half-mile away from his home and reunited with his father.



Richfield City Police Department

CodeRED alert helps find missing 8-year-old within minutes

Richfield, UT (March, 2016) - An 8-year-old boy was reported missing in the Richfield area around after he never returned home from school. The boy's parents reported him missing around 6pm. The Richfield City Police Department issued a CodeRED alert in the area providing a description of the boy and asking residents to call in with any information.

and asking residents to call in with any information. alert in the area providing a description of the boy Richfield City Police Department issued a CodeRED



Green Lake County Sheriff's Department

Local missing man found after police send CodeRED alert

Green Lake County, WI (April 2016) - A 20-year-old man with cognitive disabilities was reported missing around 4pm after wandering away from his home. Local police departments organized a search along with the man's family in places the man would

along with the man's family in places the man would home. Local police departments organized a search missing around 4pm after wandering away from his

Notification Successes

▶ Martinsville-Henry County 911 Center

CodeRED credited with finding armed and dangerous individual

Henry County, VA—“Getting information out to the public through the CodeRED system is what led to the capture of this dangerous armed person. Within a couple of hours of our CodeRED alert going out, and the continuance of the IPAWS alert in the area, citizens identified the suspect as he walked up to a convenience store trying to blend into society and asking for a ride. Within seconds our 911 Center received three different calls reporting the location of the suspect we were looking for, and officers quickly responded and took the suspect into custody. Without the ability to quickly inform the public of the emergency situation at hand through the CodeRED

▶ Cass County Emergency Management

CodeRED kept citizens safe during a neighborhood shooting

Fargo, ND – A man in North Fargo put members of the community in danger during a domestic violence incident. On a cold February 2016 evening, a young boy called 911 dispatchers and reported a domestic disturbance, saying a man had fired a gun at his mother, the suspect’s wife. When Moorhead Police Department officers arrived at the scene, the suspect began firing at the responding officers. Police swarmed the area and set up a perimeter around

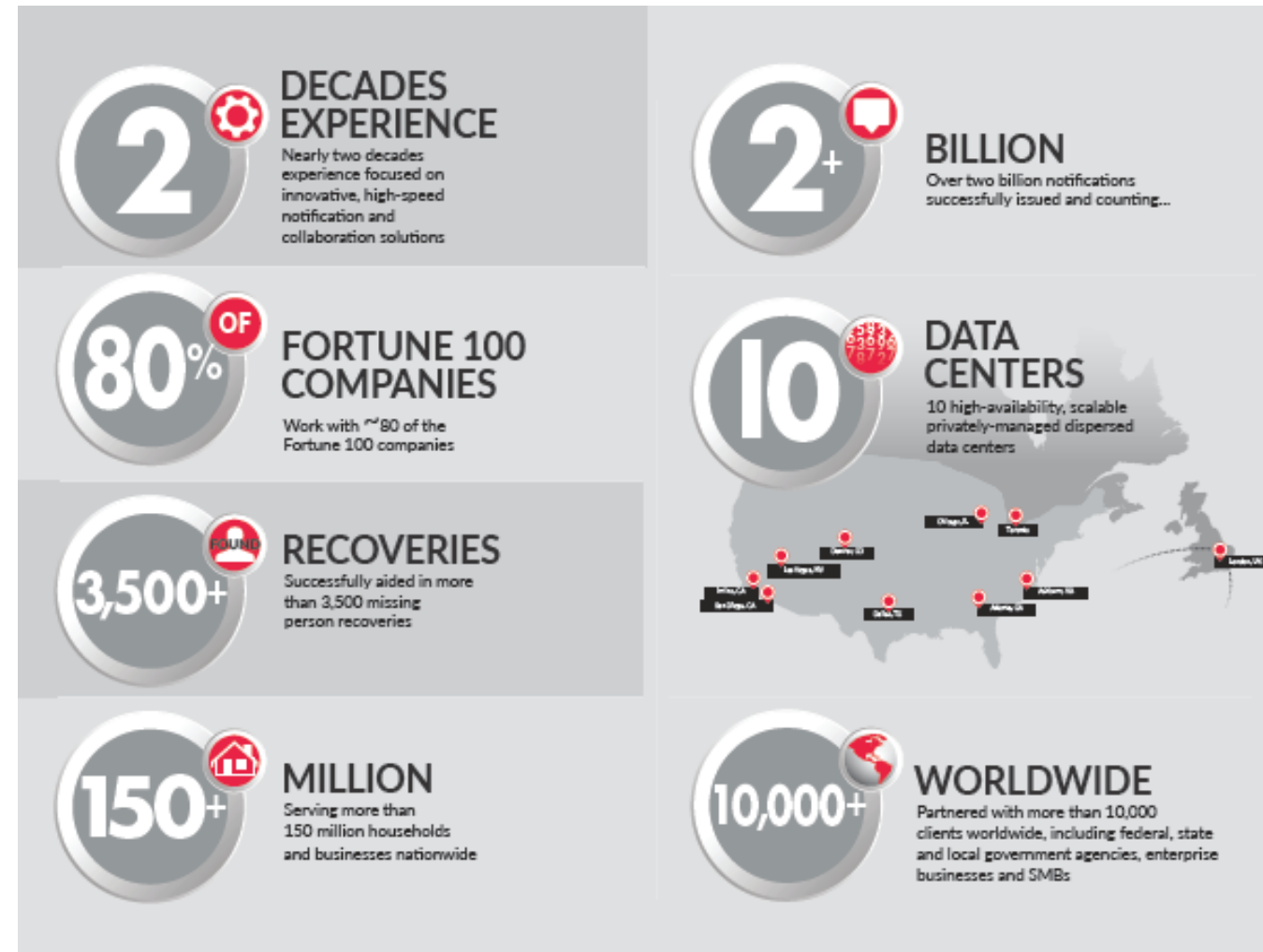
▶ Greenville County Sheriff’s Office

Murder suspect found courtesy of CodeRED

Greenville County, SC – “The more community involvement that we have the more effective we are. We first implemented the CodeRED system in 2013, and it’s been used 44 times since then, reaching 242,000 people with seventy-five percent of the calls

Summary

OnSolve remains the preferred partner for critical communications – when seconds count.



Jim Culotta

From: Brian Choyka <Brian.Choyka@onsolve.com>
Sent: Monday, October 9, 2017 9:50 AM
To: Jim Culotta
Subject: CodeRED Follow-up_updated

Hi Jim,

Per your request I am providing a few differentiators between CodeRED and other systems that appear to be similar. I updated the highlighted section from my previous email. Please let me know if you have any questions or need anything else from me prior to your meeting later this week.

1. OnSolve owns, operates, maintains and controls its backend core infrastructure without having to rely on unrelated third party providers. OnSolve's redundant network has data centers in 10 high availability facilities throughout the world. CodeRED clients have #1 priority on the network. **This differs from some competitors that are forced to contract with unrelated third party providers that are capable of sending notifications.**
2. OnSolve is the only emergency notification system provider authorized to utilize RealCall® patented technology. This proprietary functionality enables CodeRED to deliver accurate messages in their entirety to answering machines and other voice mail devices without looping or repeating the message. RealCall® has been proven to maximize the efficiency of the local telephone infrastructure when telephone circuits are in high demand. **This differs from other technologies that leave partial, truncated or repeated messages – wasting valuable telephone circuit resources when they are most needed.**
3. OnSolve's premium managed data services is included with the annual CodeRED subscription fee.
 - a. OnSolve includes a residential and business database for the City to utilize when contacting citizens of emergency and non-emergency alerts. This premium database is comprised of white page listings, consumer activity data and business databases. The OnSolve provided database currently has 7,840 records in ZIP code 61571 that are available to use today. **This differs from some providers that simply provide "empty software" and require the client to build a subscriber database, starting with zero records, via an opt-in process.**
 - b. OnSolve allows the City to add any additional databases you would like to include with the database we will provide (utility billing data, business license data, 911 data, etc). OnSolve's database team will de-duplicate like records, merge files, clean up the data, and geo-code each record to allow for precision GIS based notifications. **This differs from some providers that require the City to manage, clean up and upload its own data files.**
 - c. Citizens will have the ability to opt-in the CodeRED database and provide additional contact information to the database. **This differs from some providers as CodeRED opt-ins are added to an existing database and is not opt-in exclusive.**
 - d. CodeRED leverages OnSolve's unique Validata® telephone number validation process to confirm every number in the customer's database. This proprietary methodology is used to verify the validity of entries and identify addresses lacking valid phone numbers. This process will purge records that are identified as inactive from the database to ensure clean calling lists resulting faster job completion. **This differs from some systems that does not cleanse citizen databases and will attempt inactive records many times resulting in longer notification campaigns.**
4. City officials will work one-on-one with a member of OnSolve's implementation services team and complete all system set-up tasks and training. OnSolve also offers monthly webinar training sessions that can be used as refresher courses or initial training for new CodeRED users. **This differs from some providers that require the City to set-up their own system and watch university style training video's, with no staff interaction, to learn the system.**

5. OnSolve offers 24/7/365 customer support. City officials can call our support line any time of day and speak to a full time system expert to assist in anyway. **This differs from some providers that only offer client support calls during normal business hours.**
6. CodeRED offers a simple two-step process to initiate notifications from any computer with internet access or via the CodeRED Launcher app. Ease of use is critical with a mass notification system and CodeRED was designed by former clients to be simple and fast. **This differs from some systems that require a more complex launch process with multiple steps.**



Brian Choyka

Regional Sales Manager

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APP



IPAWS



EVERBRIDGE
NETWORK



WEBPAGE



FACEBOOK



TWITTER



GOOGLE
ALERTS

“ To engage the public wherever they are when it matters most - that’s what Nixle does for us. ”

CHARLIE BECK
LOS ANGELES POLICE CHIEF

Everbridge Nixle has **600** employees dedicated to
HELP YOU INFORM AND PROTECT YOUR RESIDENTS

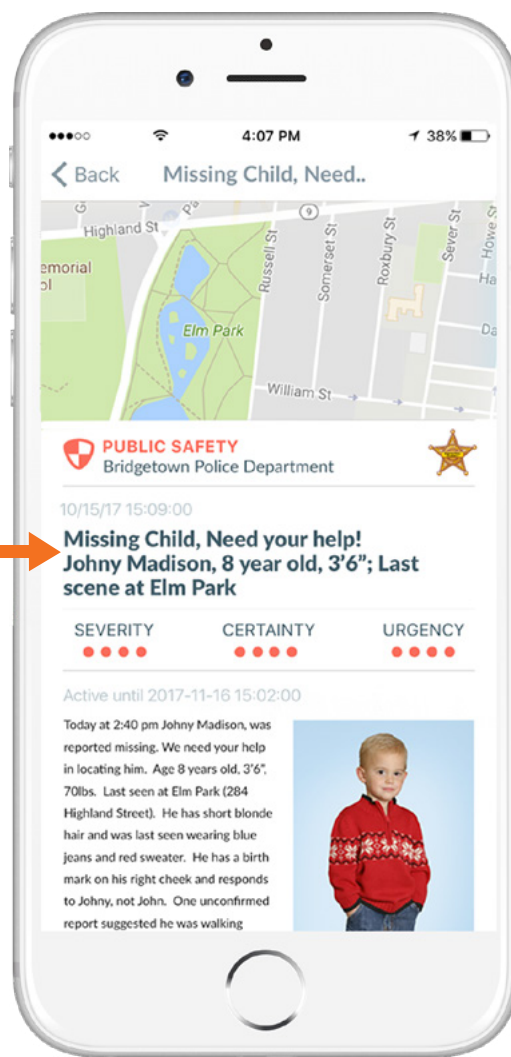
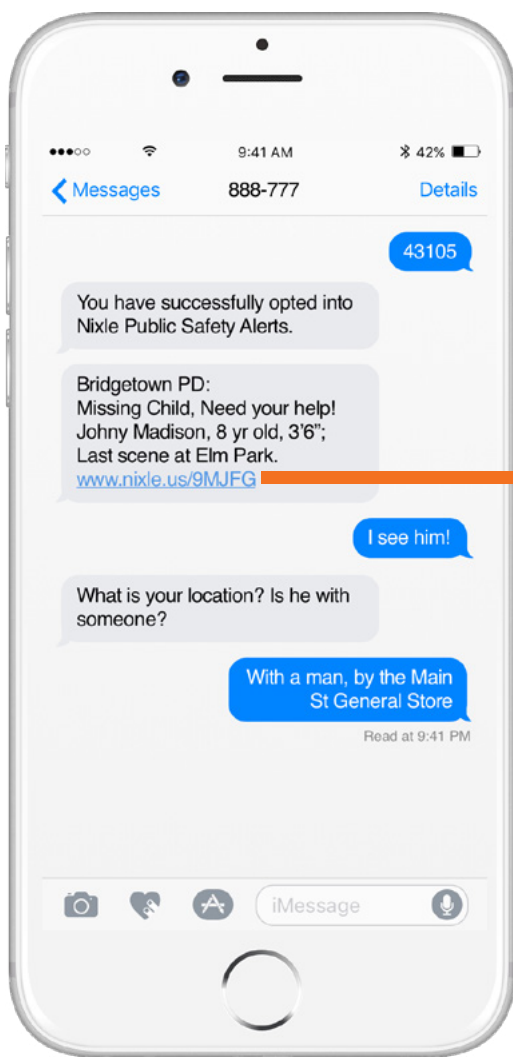


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- + National Weather Service (NWS) alerts
- + Agency Smart Phone App
- + FOIA Reporting
- + Website Integration
- + Easy text message opt-in
- + Keywords for targeted Messaging
- + GIS targeting of households and neighborhoods



Jim Culotta

From: Lindsay Rogers <Lindsay.Rogers@everbridge.com>
Sent: Thursday, October 19, 2017 6:24 PM
To: Jim Culotta
Cc: Jeff Stevens; Mike McCoy
Subject: RE: Nixle - Confirming our demo tomorrow
Attachments: Nixle Datasheet.pdf

Jim, Chief McCoy, and Master Sgt. Stevens,

It was great talking to you yesterday! Thank you for taking the time to meet with me. As promised, I wanted to share some additional information and answers to your questions that came up on the call.

Additional information:

- Slides from my presentation
- Nixle Datasheet (see attached)

Pricing based on Washington's population of 16,581:

\$5,250/year plus one-time \$500 setup fee (includes landline database)

Or

\$5,000/year plus one-time \$500 setup fee (without data)

Q: Does Everbridge Nixle use our data for anything besides sending notifications?

A: No, Everbridge Nixle does not use resident or customer data for purposes besides sending notifications. You can read more in our [privacy policy](#).

Q: What vendor do we use for landline data?

A: Our data sources are proprietary and confidential. I learned that we now offer a far more robust source than simple published Yellow and White page data. The data we offer customers is aggregated and verified from thousands of sources through a proprietary methodology and includes residential and business data for traditional landlines and VoIP carriers.

Q: Does Nixle own all of the SMS and voice delivery or do we rely on other companies for that?

A: Nixle and Everbridge each send SMS through a primary downstream provider and have secondary providers that act as fail-overs in the event of failure. Voice messages however, are all delivered by Everbridge's own cloud-based voice engine. The engine is elastic so additional instances can be created should load or issues require it.

Q: What information would Nixle be able to provide with a court order subpoena (in reference to anonymous tipping)?

A: Per our legal department, when a customer requests the contact information of an anonymous tipster, our protocol is to obtain a court order, subpoena, or similar government or regulatory approval prior to releasing this information. After legal approval, we can provide the IP address or phone number of the anonymous tipster depending on whether the tip was received via web or phone. That is the only information that will be disclosed. Side note: anonymous tipping can be disabled should you choose not to use it.

Please let me know if you have any additional questions or if there's anything I missed. I look forward to hearing from you.

Thanks,
Lindsay

Lindsay Rogers | Account Executive

Direct line: (818) 230-9585

lindsay.rogers@everbridge.com

594 Howard St. Suite 200

San Francisco, CA 94105



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 **the last date signed below on the Exhibits** (the "Effective Date"). This Agreement sets forth the terms and conditions under which Provider (as defined below) will provide and Customer (as defined below) will receive access to the Notification Services (defined in Exhibit A).

SERVICES ORDER

Provider Information: ("Provider")	Provider Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Provider Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: <u>City of Washington</u> Entity Type: <u>body politic</u> State: <u>Illinois</u>
Customer Business Contact:	Contact/Title: <u>Jim Culotta/City Administrator</u> Customer Address: <u>301 Walnut Street</u> <u>Washington, IL 61571</u> Phone: <u>(309) 444-1123</u> Email: <u>jculotta@ci.washington.il.us</u>
Customer Primary Contact:	<input checked="" type="checkbox"/> Check if contact is the same as the business contact Contact/Title: _____ Phone: _____ Email: _____
EU or Swiss Personal Data (defined in Exhibit A)?	Will Customer transmit any EU or Swiss Personal Data to or through the Notification Services? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, Customer 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 otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above:

Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	

Preferred method of receiving invoices: ☐ Email ☐ US Mail

SUBSCRIPTION PERIOD: One (1) Year

RENEWAL TERM: One (1) Year

Item Description	QTY	Annual Price	Period	Total
Notification Services				
CodeRED® - UNLIMITED SYSTEM MINUTES Includes: <ul style="list-style-type: none"> • Unlimited Initiators • Up to 16,999 Recipients A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates. • GIS (Target Recipients by Geographic Location): City of Washington, Illinois ("Notification Area") • Unlimited Customer 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 Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors. <ul style="list-style-type: none"> • One (1) Annual Provider-Assisted Database Update for Customer data It will be the sole responsibility of the Customer to provide data and request the Provider -Assisted Database Update. This update does not include any manual data entry (eg. editing excel spreadsheets).	1 Account	\$ 6,000.00	1 Year	\$ 6,000.00
Banks System Minutes are not transferable.				
System Minutes for the Notification Services	Unlimited		Annual	Included
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by Customer, 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	Annual	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. Customer 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:				\$6,000.00

***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.
- Transaction Fee is equal to \$0.09/System Minute

ONSOLVE, LLC

CITY OF WASHINGTON, ILLINOIS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 Customer (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 Customer's employees and consultants and Customer'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 Customer 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 Customer and its Representatives may act as Initiators. All use of the Notification Services through Customer's account, whether by Customer or its Representatives or due to Customer or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and Customer 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. Customer 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. Customer agrees that all communications with Provider under this Agreement will be with the Customer only; Customer will be responsible for all contact with Affiliates covered by this Agreement.

2.2 **Support for the Notification Services.** Provider will provide to Customer the technical support, maintenance, and generally available updates for the Notification Services. Customer 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. Customer 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, Customer 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. Customer 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 Customer 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 Customer 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. All payments hereunder are exclusive of all taxes, and Customer agrees to pay any taxes, whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Services performed or technology provided hereunder, exclusive of taxes on Provider's net income.

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 Customer under this Agreement: (a) effective immediately upon notice if Customer breaches any provision under Section 8. (Customer 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 Customer, erase Customer 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) Customer 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 Customer 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 Customer 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) Customer 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 Customer that certifies that Customer 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), 12 (Limitation of Liability), and 13 (General) will survive.

5. OWNERSHIP. All rights not expressly granted to Customer 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 Customer. 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 Customer, 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 Customer. 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) Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer, that Customer 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. Customer 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, Customer will provide Provider with documentation to support such consent.

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

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

(e) Customer 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 Customer (such designated data, the "Resident Data"). Provider agrees that it will, upon termination of this Agreement and the request of Customer, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Customer at no charge. Customer 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 Customer. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.

(f) Upon written request of Customer, Provider will erase Customer data from the production servers controlled by Provider to provide the Notification Services; provided, however, that Customer 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 Customer 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. CUSTOMER RESTRICTIONS. This Section includes pass-through terms from certain Provider vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to Customer and as such, Provider may modify these terms upon thirty (30) days written notice to Customer 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 Customer 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. Customer shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. Customer shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 Liability for Content. Customer 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, Customer 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. Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If Customer's account ID or password are stolen, or otherwise compromised Customer 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 Customer's failure to use the Notification Services in accordance with the terms of this Agreement. Customer agrees to cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. Customer'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, Customer 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 Customer 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.

11.1 Provider IP Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees (collectively, "Customer 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 Customer). 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 Customer continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where Customer'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 Customer 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 Term, 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 Customer 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 Customer 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 Customer Indemnification. Customer will defend, indemnify, and hold harmless Provider and Provider's Affiliates, licensors and suppliers (collectively, "Provider Indemnitees") from and against any and all Claims, and Liabilities in connection therewith arising from: (i) any gross negligence or willful misconduct by Customer; (ii) any

breach of Section 7 (Confidentiality and Data Security) by Customer, including any failure by Customer to procure appropriate consents or any use of the Notification Services to transmit or store any Sensitive Data; (iii) any breach of Section 8 (Customer Restrictions) by Customer; and/or (iv) Customer's and its Users' use of the Notification Services or any component thereof, including any Notification Content.

11.5 Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party 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 at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party'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), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (CUSTOMER 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 CUSTOMER TO PROVIDER, OR (IN THE CASE OF CUSTOMER LIABILITY) ANY FEES PAID OR OWED BY CUSTOMER 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 CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer 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. Customer represents that it is not named on any U.S. government denied-party list. Customer 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 any dispute arising under this Agreement 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 pursuant to such arbitration may be rendered to final judgment. 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 including, without limitation, attorneys' fees, whether in arbitration, a court of first jurisdiction and any courts of appeal.

13.4 Independent Contractors. Customer 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 Customer:	
Customer:	See Customer Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 Publicity. Provider may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the parties. During the Term of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials relating to the Notification Services to simply identify Customer as a purchaser of the Services, provided however, that in the event Provider's purported use of Customer's name and/or logo includes more than just basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

13.7 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. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.8 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.

13.9 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.

13.10 Entire Agreement. This Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter and 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.

13.11 Counterparts. This Agreement may be executed in facsimile and in counterparts.

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

13.13 Signatures. Provider and Customer 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

EXHIBIT B – ACCEPTABLE USE POLICY

1. General Terms.

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

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

1.6 Customer will not send any Notifications to mobile devices owned by a User unless Customer 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 Customer 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 Customer 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 Customer 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 Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 Customer 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, Customer may send SMS Texts in text format only.

1.12 Customer 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. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 Customer acknowledges that Provider may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that Customer requests that Provider permit Notifications to go to any such blocked numbers, Customer 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. Customer 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

This Agreement includes the Services Order and Exhibits A and B, 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.

ONSOLVE, LLC

CITY OF WASHINGTON, ILLINOIS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____