

PUBLIC SAFETY COMMITTEE

13-0446R

RESOLUTION AUTHORIZING CODERED SERVICE AGREEMENT AND WEATHER WARNING SERVICE ADDENDUM WITH EMERGENCY COMMUNICATIONS NETWORK LLC IN THE TOTAL AMOUNT OF \$19,871.24.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a CodeRed Service Agreement, substantially in the form of that agreement on file in the office of the city clerk as Public Document No. _____ And a CodeRED Weather Warning Service Addendum, substantially in the form of that on file in the office of the City Clerk as Public Document No. _____ With Emergency Communications Network, LLC. for the provision of simultaneous notification to specified data bases which will include city staff and members of the public of information or directives needing high-speed and targeted communications at a total cost of not to exceed \$19,871.24, payable in the following amounts from the following funds:

110-150-1501-5440 (General Fund, Fire Department, Administration, Emergency Management	\$13,696.24
510-500-1915-5441 (Water, Public Works & Utilities Utility General Expenses, Other Services and Charges	\$ 1,543.75
520-500-1915-5441 (Gas, Public Works & Utilities Utility general Expenses, Other Services and Charges	\$ 1,543.75
530-500-1915-5441 (Sewer, Public Works & Utilities Utility general Expenses,	

Other Services and Charges

\$ 1,543.75

535-500-1915-5441 (Stormwater, Public Works &
Utilities Utility general Expenses,

Other Services and Charges

\$ 1,543.75.

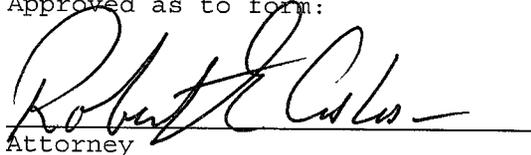
Approved:


Department Director

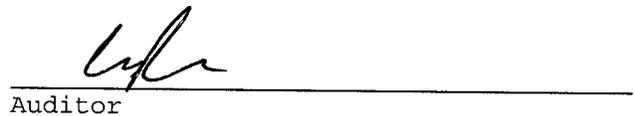
Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FIRE/ATTY REA:cjh 8/16/2013

STATEMENT OF PURPOSE: This resolution authorizes an agreement with Emergency Communications Network LLC to purchase access to and use of Their communications system services for rapid communication of information to city staff and members of the general public on an as-needed basis and to provide emergency weather notifications in the weather emergencies, all targeted at the population that needs to receive such notices.

In the case of messages other than weather emergency notifications, City staff

who are authorized to do so can create a message that needs to go to a specific portion of the population and send it to the CodeRED system with directions as to to whom it should be sent and how it should be sent. The message may be sent by regular telephone, cell phone, text message, e-mail, mobile app, or internet and social media or any combination thereof selected by the sender. The System will then automatically send the message to the targeted population by the means specified. The messages can be targeted to particular groups on various data bases and to targeted geographic areas as appropriate.

The subject matter of the messages could be a variety of information that needs to be disseminated to a large group of people in a relatively short period of time, such as emergency call-outs of staff, snow emergencies, utility failures, construction projects, especially those with a short lead time and unanticipated traffic problems.

In addition the Addendum for the Weather Warning service would result in severe weather warning being transmitted to potentially affected populations triggered by National Weather Service warnings without requiring additional intervention by City staff.

CODE RED[®]

Proposal presented to
Duluth, Minnesota
on May 13, 2013.

*CodeRED is a high-speed
notification solution brought
to you by Emergency
Communications Network.*



BRIAN CHOYKA REGIONAL SALES MANAGER

TEL 866 939 0911 x308
CELL 610 823 8846
EMAIL bchoyka@ecnetwork.com
WEB ecnetwork.com
OFFICE 3500 American Blvd. West, Suite 300 Bloomington, MN 55431
9 Sunshine Blvd. Ormond Beach, FL 32174

Did you know?

ECN's new office in
Minnesota is now open



EMERGENCY COMMUNICATIONS NETWORK

Currently servicing 35 Counties in Minnesota



Emergency Communications Network

Emergency Communications Network, LLC (ECN) has developed affordable notification services capable of reaching thousands of citizens in minutes. ECN has been in the critical communications business for over a decade, pioneering technology that has delivered more than a billion messages.

ECN's Web-based product suite features three hosted solutions for municipalities:

- CodeRED® for community and staff notifications
- CodeRED Weather Warning™ for automated severe weather alerts
- MyDailyCall™ for checking on at risk individuals

Minnesota Testimonials:

“Finding a missing Mahtomedi woman is a great success for CodeRED. We're using the program on a weekly basis now.”

- Sheriff Bill Hutton, Washington County

“We firmly believe CodeRED is a huge benefit to the residents of this county.”

- Sheriff Jim Jensen, Dodge County

“Their prices are reasonable, their customer service is excellent and our community is very happy. I'd recommend CodeRED to anyone.”

- Mike Thoemke, City of Saint Paul Public Works Administrator

“We have been utilizing the CodeRED system for over 10 years and without exception it is one of the best in the country. We have had four declared disasters and used CodeRED without any problems”

- Lieutenant Bryan Green, Clay County Emergency Management Director

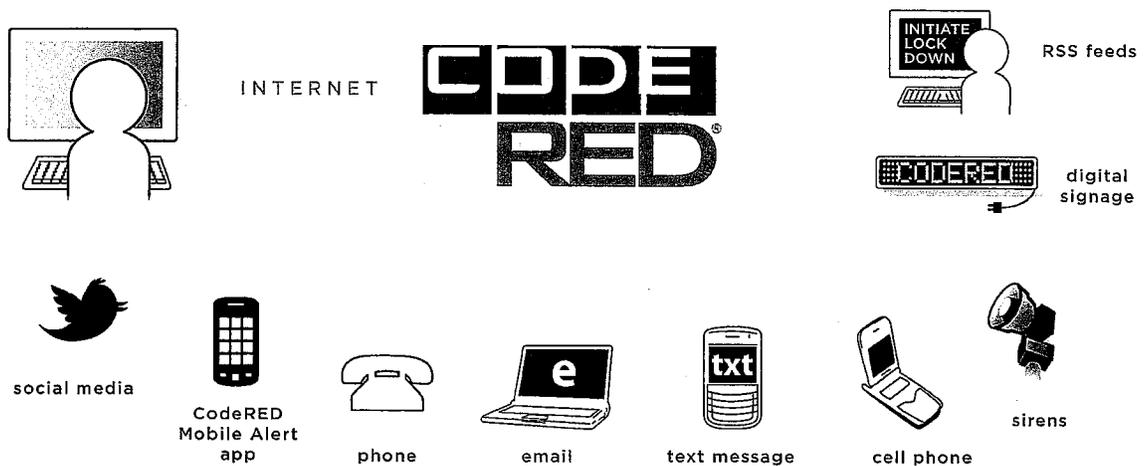
“We can notify a lot of people in a short amount of time. We rely on CodeRED daily in protecting and notifying our citizens during significant events.”

- Kurt Kuhlert, Houston County Emergency Management Director



CodeRED

The CodeRED solution was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to citizens as well as staff. ECN employs proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system which has been in operation since 1998.



CodeRED Mobile Alert app

This latest innovation in the public safety arena answers the question asked by Emergency Managers nationwide, *how do we communicate with people in our jurisdiction who do not reside there*, by providing a location based method to deliver CodeRED initiated messages. The app is geo-aware and sends push notifications to the subscriber's device when alerts are issued for the area they are in. This advanced technology enables local officials to reach those passing through their jurisdiction and also protects citizens when traveling outside their local coverage area in any community that uses CodeRED.

Simple implementation. The CodeRED system is operational right now and is ready for use today. With no equipment to install nor phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling



EMERGENCY COMMUNICATIONS NETWORK

CODERED

database and local maps are provided by ECN and are instantly available to enable users to easily target residents and businesses by specified area.

Ease of use. The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, ECN built the feature rich interface with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via web seminar to ensure staff is always comfortable with the system and confident in their ability to launch a notification.



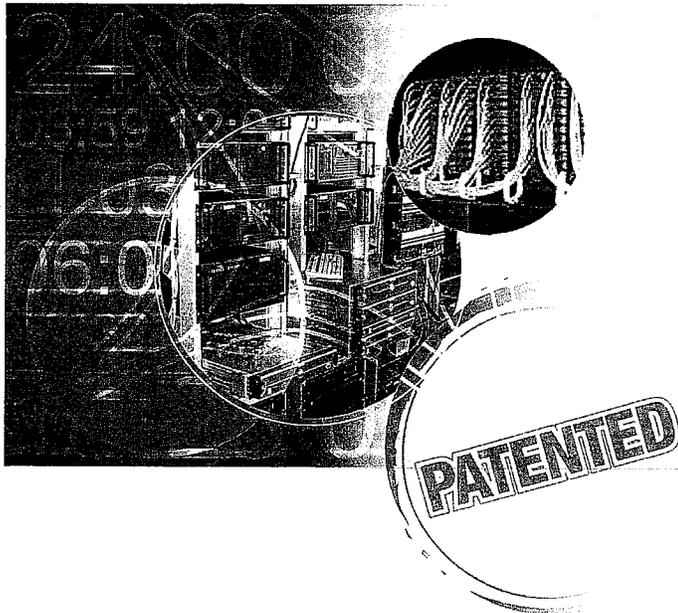
Live client support. Available 24/7/365, the Client Support Department at ECN staffed by poised individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations, and when appropriate, they reach out to clients to provide suggestions and support for system use.

Technology. ECN's robust platform and sophisticated infrastructure include multiple built-in redundancies to support thousands of jobs running simultaneously.



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Proprietary, trademarked technology is used to ensure messages are delivered in their entirety whether the call is picked up live by a person or an answering device. If a call is missed, message recipients may simply dial the system back, toll-free, to hear the last message delivered to their phone. This Universal ANI[®] feature is not only a convenience for notification recipients, but also serves clients as it relieves inbound calling pressure on often overworked emergency lines.

Further, ECN manages its entire network to maintain control over dialing and doesn't rely on third party, shared lines to place calls. This dedicated network ensures client jobs launch immediately and do not have to be queued or compete for available phone lines with other dialing priorities. And by eliminating dependence on third party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed. ECN's massive system capacity is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match local telephone infrastructure, resulting in more connected calls, less network congestion and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when what matters most is communications getting through as quickly as possible.

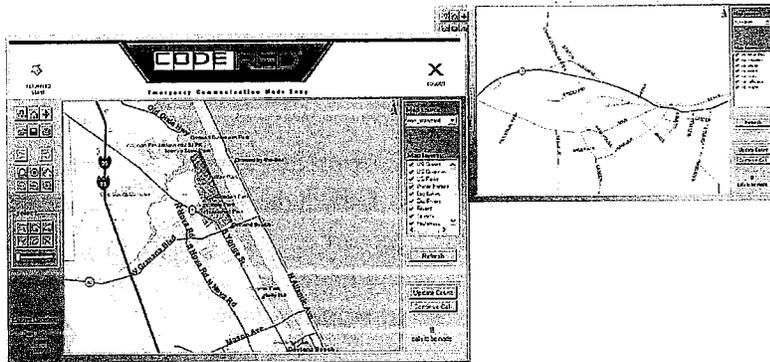


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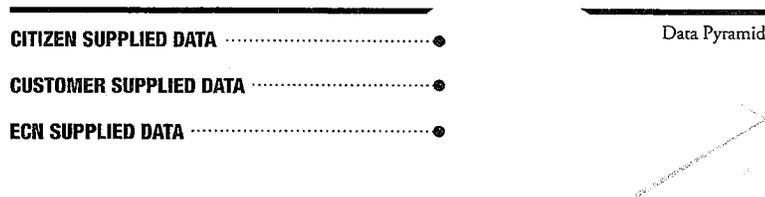
Mapping. For use when messages need to be geographically targeted, the Web-based mapping interface, written by ECN, is both intuitive and easy to use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. ECN hosts all components of the mapping interface, relying on no third party providers.



ECN includes local mapping with the license of CodeRED, and additionally has the ability to provide custom maps by using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and also no need to utilize internal resources to host, maintain or update maps.



Calling data. Each client accesses a database which is populated by drawing from multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by ECN's custom multi-layer geo-coding service.



ECN provides initial calling data for immediate use; this allows communities to be up on CodeRED quickly. Data is acquired through various commercial sources and includes residential and business data as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.

The middle data tier is supplied by the client. Communities using CodeRED typically provide data from their local utilities as well as their 911 data. ECN geo-codes all client supplied data as part of the database building process.

And finally, the most accurate layer of the pyramid is created by entries on the Community Notification Enrollment (CNE) page. ECN provides a custom Web page for each community that allows residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements to further populate the database. All information added to CNE is instantly available for use in CodeRED.

Validata®. The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid are removed to create a cleaner, more efficient calling list.

Internal use. The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. ECN developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs and official comment direction. With a few clicks of the mouse multiple groups, an individual group, or specific group members



EMERGENCY COMMUNICATIONS NETWORK



can quickly be contacted. Users select the best way to send alerts and can then verify that the information was delivered rapidly and accurately.

Integrated Public Alert and Warning System (IPAWS). ECN, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel as an Alert Disseminator in support of the FEMA program. (fee associated)

Affordability. ECN has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data and database clean-up are all included.

ECN's pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently used every day by clients from coast to coast. To find out why the CodeRED high-speed notification solution is selected by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED, you can hear directly from them the advantages of the system.



EMERGENCY COMMUNICATIONS NETWORK

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Cost Proposal (PRICING VALID UNTIL JUNE 30, 2013)

The Web-based CodeRED® service, from Emergency Communications Network, LLC (ECN), was designed specifically to enable local government officials to record, send and track personalized voice, email, text and social media messages to thousands of citizens in minutes. ECN's dedicated, triple redundant network is capable of sending critical communications at maximum throughput (as determined by local telephone infrastructure). The proprietary mapping technology and patented delivery methods employed by ECN add to the value of this affordable, high-speed notification system that has been in operation since 1998 and is currently used every day by clients from coast to coast.

A one (1) year license includes 24/7/365 uninterrupted CodeRED system access and the following

- CodeRED system set-up and training
- **150,000** system minutes, replenished annually
- Unlimited smtp text, email and social media messaging
- Initial residential and business calling database supplied by ECN
- Integration and geo-coding of customer supplied data (911 data, utility data, etc.)
- ECN standard mapping and geo-coding
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom web page for community enrollment

\$19,500 = Annual Cost

(based on 2010 U.S. Census Population of 86,277)

A Few City References:

Saint Paul, MN: Mike Thoenke, Public Works Administrator, 651-266-9710

Onalaska, WI: Don Dominick, Fire Chief, 608-781-9546

Bartlett, IL: Steve Bosco, Assistant Village Administrator, 630-837-0800

Denton, TX: Mike Penaluna, Emergency Management Coordinator, 940-349-8836

Norwalk, CT: Michele Deluca, Emergency Management Director, 203-854-0238

Thank you for the opportunity to present CodeRED and submit this cost proposal. If you have any questions, please feel free to contact me.

BRIAN CHOYKA REGIONAL SALES MANAGER

TEL 866 939 0911 x308
CELL 610 823 8846
EMAIL bchoyka@ecnetwork.com
WEB ecnetwork.com
OFFICE 3500 American Blvd. West, Suite 300 Bloomington, MN 55431
9 Sunshine Blvd. Ormond Beach, FL 32174

CODERED SERVICES AGREEMENT

This CodeRED® Services Agreement ("Agreement") is made and effective as of **October 1, 2013** (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the **City of Duluth**, a body politic and corporate of the State of **Minnesota** ("Licensee") located at **602 West 2nd Street, Duluth, MN 55802**.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application, as more specifically described on Exhibits B and C. Licensor submitted a proposal including a product overview and cost proposal to Licensee dated May 13, 2013 outlining the services provided by Service (the "Proposal"). A copy of the Proposal is attached to this Agreement as Exhibit D. In the event of any conflict between the terms of the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed to be controlling. The parties agree that the foregoing preamble to the Agreement shall be deemed to be part of the Agreement. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if Licensee grants access to the Service by parties not under Licensee's control or access to the Service is obtained through Licensee's failure to maintain security over its user names and/or passcodes. Licensee assumes full and complete responsibility for the 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. To access the Service, Licensor will provide Licensee with up to **six (6)** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Copyright:** Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service except for data generated solely by Licensee, and provided however, nothing in this paragraph shall be deemed as to prevent Licensee from maintaining data and documentation required to be maintained by Licensee pursuant to the laws of the State of Minnesota and then only the extent required by such laws.
4. **Functionality:** The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the **City of Duluth, Minnesota (the "Calling Area")**. The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands

and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). 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 9 Sunshine Blvd., Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

6. Free Testing and Training Minute Blocks: Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date a testing or training call was made through the Service, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable to a different licensee of the Service, provided that any unused testing minutes shall roll over to the next subsequent Renewal Term of the Agreement, if any, and shall be available for use by Licensee during any such Renewal Term). Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

7. Term of Service Agreement: This Agreement, and the License extended herein, will continue for a period of **one hundred eighty two (182) days** commencing on the Effective Date (the "Initial Term"). On the date this Agreement terminates, Licensee will forfeit all Prepaid System Minutes remaining on account, subject to the provisions of paragraph 15. 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 otherwise set forth herein, Licensee's access to the Service will be terminated.

8. Discount Contract Extension: Upon the completion of the Initial Term or any Renewal Term (as hereinafter defined), this Agreement may be extended by Licensee for additional one-year periods (each a "Renewal Term"). If activated, this contract extension provision will continue to extend the Agreement period by one (1) additional year at the end of the Initial Term or each Renewal Term. **Licensee's extension of the Agreement for a Renewal Term shall be deemed activated upon Licensor's acceptance of a resolution by Licensee's City Council and mayor so activating said renewal, which extends the Agreement for a Renewal Term under the provisions of this paragraph 8.**

In the event the Agreement is renewed, such renewal shall trigger the following events on April 1st of each year, commencing as of **April 1, 2014**:

a) Licensee's System Minute bank will be replenished to a balance of **150,000** minutes ;

b) Licensor will, in exchange for the fee set forth in paragraph 8.c) herein, update its systems to extend the License and associated access codes for one additional year of use;

c) Licensor will invoice Licensee for one additional year of Service at the rate of **nineteen thousand five hundred dollars (\$19,500)** per year; and

d) Licensee agrees to pay the additional fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 5.

Licensee understands and agrees that: a) its failure to extend the Agreement pursuant to this section may result in increased costs for the Service in the event that Licensee requests Licensor to provide any services to Licensee after the expiration of the Term; and b) in the event Licensee fails to provide the resolution referenced in this paragraph to Licensor for acceptance prior to completion of the Initial Term or then-current Renewal Term, that the terms of this Agreement, as requested by Licensee, require Licensor to terminate this Agreement and cease providing the Service at the end of the Term and that any future provision of the Service may only be provided via separate, written agreement; and that the terms of this Agreement do not authorize Licensor to continue the Service unless a resolution is sent to, and accepted by, Licensor prior to expiration of the Initial Term or then-current Renewal Term, absent separate, written agreement.

9. Minute Bank:

a) **Initial Term Minute Bank:** During the Initial Term of this Agreement, Licensee will have access to up to 74,795 System Minutes ("Initial Term Minute Limit"). Upon the Effective Date, Licensee's System Minute Bank will be set with an initial amount of 44,795 System Minutes. The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding this initial amount of System Minutes. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block(s) of 15,000 System Minutes (each an "Additional System Minute Block"), and will notify Licensee that Licensee is approaching its Initial Term Minute Limit. During the Initial Term, up to two (2) Additional System Minute Blocks will be added to Licensee's Service for no charge. In the event that Licensor has refilled Licensee's System Minute bank with two (2) Additional System Minute Blocks, and Licensee is set to exceed the Initial Term Minute Limit, Licensee understands and agrees that Licensor reserves the right to temporarily deactivate the Service until: i) commencement of the next Renewal Term (if any) or ii) Licensor's receipt of authorization, in the form of a resolution approved by Licensee's City Counsel, to purchase Additional System Minute Blocks.

b) **Renewal Term Minute Bank:** In the event the Agreement is renewed for a Renewal Term, commencing on April 1, 2014 (the "Renewal Date"), Licensee will have access to 150,000 System Minutes ("Renewal Term Minute Limit"). Upon the Renewal Date, Licensee's System Minute Bank will be set with an initial amount of 90,000 System Minutes. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with an Additional System Minute Block, and will notify Licensee that Licensee is approaching its Renewal Term Minute Limit. During any Renewal Term, up to four (4) Additional System Minute Blocks will be added to Licensee's Service for no charge. In the event that Licensor has refilled Licensee's System Minute bank with four (4) Additional System Minute Blocks, and Licensee is set to exceed the Renewal Term Minute Limit, Licensee understands and agrees that Licensor reserves the right to temporarily deactivate the Service until: i) commencement of the next Renewal Term (if any) or ii) Licensor's receipt of authorization, in the form of a resolution approved by Licensee's City Counsel, to purchase Additional System Minute Blocks. On each annual anniversary of the Renewal Date, for so long as this Agreement is in effect, the System Minute bank will be refilled to 90,000 System Minutes, and the procedure set forth in this paragraph 9.b shall be used for additional System Minutes.

c) In the event Licensee authorizes the purchase of Additional System Minute Blocks, Licensee shall pay Licensor for such Additional System Minute Blocks upon receipt of invoice from Licensor, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a positive System Minutes balance in its System Minute bank at all times in order to send messages using the Service to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

d) Licensee understands and agrees that Licensor has no control over the number of Additional System Minute Blocks used by Licensee, and that Licensor will use reasonable efforts to notify Licensee when

Additional System Minute Blocks have been added to Licensee's Service, and that Licensee's use of the Service may result in some delay between when Additional System Minute Blocks are added to Licensee's Service and Licensor's notice of same to Licensee. Licensee may determine how many System Minutes are remaining in its account at any time by logging into the Service.

10. Appropriate Use of The Service: To access the Service, Licensor will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees that it will not supply data, nor enter in calling lists or individual calling numbers which result in the same call being delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for any and all liabilities, costs, and expenses, including its own and any awarded attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any violations of the foregoing laws which result from the content of any message placed through Licensee's account, provided such access to Licensee's account was not obtained by Licensor without Licensee's permission, or through the failure of Licensor to safeguard Licensee's account. Each party will be responsible for its own acts and behavior and the results thereof. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The parties will reasonably cooperate with each other in the defense of claims and causes of action arising out of the performance of this Agreement. The liability of the Licensee is limited to the extent set forth in Minnesota Statutes Chapter 466.

11. Security: 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 through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related data supplied by Licensee will be the responsibility of the Licensee.

12. Representations and Warranties:

a) Licensor represents and warrants the following:

i. That, as of the Effective Date and continuing throughout the Term of the Agreement, the Service and data as provided by Licensor and Licensee's exercise of the License, under the terms of this Agreement, do not and will not, infringe the rights of any third party, including without limitation any intellectual property rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties, or any other rights of third parties not specifically identified in this section 12.a)i); or result in any tort, injury, damage or harm to any third party. Licensor shall defend, indemnify, and hold Licensee, its affiliates and all of their respective officers, directors, employees, agents and representatives harmless from and against any claims, lawsuits, proceedings, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise of any claim) arising out of any claim that the Service or associated documentation infringes or misappropriates any intellectual property right of a third party.

ii. It has all rights necessary to grant to Licensee the limited rights hereunder and use of the

Licensor's Service and data as provided by Licensor.

iii. The collection of the data and information provided hereunder by Licensor has been done in accordance with all applicable laws, rules and regulations, provided however, that such data may be used solely for informational and emergency purposes, and may not be used by Licensee for any telemarketing, solicitation, or other non-informational or non-emergency purpose, as set forth under the Federal Telephone Consumer Protection Act of 1991, the Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements.

iv. That Licensor shall maintain, and permit Licensee to maintain, a do not call list for any individuals that request Licensor to opt-out of receiving messages from the Service.

v. That the Service will conform in all material respects to the Proposal and any specification provided by Licensor (collectively the "Specifications").

vi. Licensor further represents and warrants that the Service and data will be free of defects in material and workmanship for the uses set forth herein, and shall be free of any viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, intercept, or expropriate any system data or personal information, provided however, that Licensee understands and agrees that the Service is accessed through an internet connection provided by Licensee, and that Licensor shall have no control over a third party's release of any of the foregoing over Licensee's internet connection.

b) Licensee acknowledges and agrees that: (i) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; 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; (ii) in the event that Licensee discovers a material error which substantially affects Licensee's ability to launch a notification using the Service, and Licensee notifies Licensor of the error, Licensor shall take the following steps within the identified time periods: 1) initiate corrective action within 1 hour of notice; 2) exercise all due diligence to resolve the error within 1 hour of initiation; and 3) if the error cannot be resolved within the 1 hour time period, give the Licensee a schedule for resolution of the problem within a reasonable time period that is acceptable to the Licensee. Licensee understands that the above-referenced time periods shall apply only where such error has not been caused by a third party, the incorrect use, abuse or corruption of the Service or the Service's software, by use of the Service by Licensee with other software or on equipment with which it is incompatible or outside of Licensor's specifications as set forth on Exhibit B; or by a third party accessing the Service through Licensee's passcodes; and, in the case of any such error, Licensee and Licensor shall work together to resolve such error within a reasonable time period; (iii) 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); (iv) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (v) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and 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.

13. Disclaimer: In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor or Licensee has been advised of the possibility of such damages) shall Licensor or Licensee, and their respective 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 or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee

for the most recent payment made by Licensee to Licensor. The foregoing limitations do not apply to claims resulting from a party's gross negligence or willful misconduct, or infringement of a third party's intellectual property rights. Except as provided for herein, 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. 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. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

14. Confidentiality: Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall 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, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling 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 express 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 require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. In the event that Licensee or Licensor is required by applicable law, regulation or legal process to disclose any of the other party's Confidential Information, the receiving party will, to the extent permitted by applicable law, regulation or legal process, provide the other party with prompt notice and will cooperate with the other party's efforts to obtain a protective order or other appropriate remedy, if so requested by the party who provided such Confidential Information to the other party. In the event that such protective order or other remedy is not obtained, the receiving party will furnish only that portion of the Confidential Information which, based upon the advice of counsel, is legally required Licensor also acknowledges that Licensor and Licensee are both bound to comply with any applicable requirements of the Minnesota Government Data Practices Act in relation to any government data generated, received or retained by Licensee arising out of this Agreement.

15. Termination:

a) Upon termination of this Agreement, Licensee will return all Confidential Information and copies to Licensor and 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. Notwithstanding the foregoing, Licensee may maintain a copy of the Confidential Information solely for the purpose of monitoring compliance with the terms of this Agreement and as required by the Licensee's data retention requirements.

b) Licensor, in its sole discretion, may also terminate this Agreement: i) for any reason by providing no less than 30 days advance written notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the Term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or ii) 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.

c) Licensee, in its sole discretion, may also terminate this Agreement: i) for any reason by providing no less than 30 days advance written notice, and in such case, no fees paid hereunder shall be refunded; or ii) 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 lesser of the monthly-prorated balance of the annual fee based on the number of days left in the Term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A.

16. Entire Agreement: 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 by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

17. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party 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; (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 follows:

As to **Licensor:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee:** City of Duluth, Attn: John Strongitharm/Fire Chief, 602 West 2nd Street, Duluth, MN 55802

Either party may change the address provided herein by providing notice as set forth in this paragraph.

18. Non-Appropriation: This Agreement may be terminated, by providing thirty (30) days prior written notice, such that this Agreement terminates at the end of Licensee's then-current fiscal year (which commences on January 1st), by the Licensee, provided that (1) funds for this Agreement are not appropriated by the Licensee for the Services covered by this Agreement or any similar or competing service or (2) funds for Services covered by this Agreement that are or were to be provided by grant or through an outside funding source are withheld, denied, or are otherwise not available to the Licensee. Licensee understands and agrees that Licensor will not refund any amounts prepaid by Licensee. Licensee agrees to pay in full for all access or utilization of the Service, whether occurring before or after the proposed termination date set forth in this paragraph.

19. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to non-binding mediation, according to the rules and regulations of, and administered by, the American Arbitration Association's commercial mediation procedures, prior to the initiation of any legal proceeding. Each party shall be responsible for its own costs and attorney's fees related to the mediation.

20. Interpretation and Severability: In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

21. Counterparts and Construction: 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.

22. **Survival:** Certain obligations set forth herein, including without limitation paragraphs 2, 3, 5, and 10-23 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.

23. **Audit:** Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Licensor, upon written request, shall make available to Licensee, the State Auditor or Licensee's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of Licensor specifically relating to this Agreement which are otherwise not confidential. Licensor assumes all responsibility, liability, and cost related to any dispute regarding the release of Confidential Information to the Minnesota State Auditor or to the Licensee's ultimate funding source due to the Licensor's failure or refusal to release Confidential Information to the Minnesota State Auditor or to the Licensee's ultimate funding source.

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

Licensee: City of Duluth, Minnesota

Licensor: **Emergency Communications Network, LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

Initial block purchase(s) of Prepaid System Minutes:

One hundred eighty two (182) day Discount

CodeRED Service Agreement **\$9,723.29**

Initial one hundred eighty two (182) day period will include up to **74,795** CodeRED System Minutes, provided to Licensee in accordance with Paragraph 9.a. Each subsequent Renewal Term (if any) will include up to **150,000** Annual CodeRED System Minutes, provided to Licensee in accordance with Paragraph 9.b.

\$ Included

Additional System Minutes (in excess of the amounts set forth in Paragraphs 9.a and 9.b)

\$ 0.26 per minute

500 minutes for testing and training

\$ No Charge (see section 6)

Email and Text Messaging

\$ No Charge

Up to **6** CodeRED user pass codes

\$ Included

Initial Residential Database Upload

\$ Waived

One (1) CodeRED distance training session

\$ Included

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Additional Pass codes may be purchased for an annual fee of **\$150.00** per pass code.

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

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

Exhibit B – Scope of Work	
CodeRED® License	Included
<i>The License includes access to the CodeRED® Service, Licensor's proprietary web-based program, which generates high-speed notifications to targeted groups and which does not require any special hardware or software outside of a standard computer with internet access and an internet browser (Internet Explorer 8 or better, using a Windows-based (XP or better) operating system, over a broadband internet connection with appropriate security permissions granted for access to the CodeRED® Service website)</i>	
Standard CodeRED® Plan, containing a limited number of minutes	Included
<i>Includes a limited number of emergency and non-emergency alerts to all contact paths for authorized CodeRED® users (excludes 911 database for non-emergency alerts)</i>	
Ongoing training through CodeRED Webinars	Included
Data/Record Management	Included
<i>Residential and business calling database from commercially available sources will be supplied</i>	
CodeRED® in-house mapping	Included
<i>CodeRED mapping interface Includes integration and geo-coding of client supplied data (911 data, utility data, etc.) for initial set-up. After initial set-up is complete, Licensee may request annual Database Accuracy Updates per the Licensee Supplied Database clause. Also includes standard mapping and geo-coding, ESRI-based satellite mapping interface and unlimited GIS polygon shape file integration, if uploaded by Licensee for boundaries. Standard mapping data layers and standard geocoding will be provided by Licensor</i>	
24/7/365 live in-house customer support	Included
<i>Includes a dedicated operations specialist for all system support</i>	
System Wide kick off call	
Universal Callback Number (UANI)	
<i>Allows residents to dial back the number that came to their phone to retrieve messages</i>	
Patented RealCall Message Delivery	Included
<i>Ensures message delivery to both live persons and answering devices</i>	
Validata	Included
<i>Data scrubbing process that removes invalid numbers from the calling database improving message delivery speed and overall connection percentages</i>	
Mobile Notification with CodeRED® Mobile Alert App	Included
<i>Enables alerts to reach people who have the CodeRED® Mobile Alert App passing through the Calling Area (Also allows citizens who have the CodeRED® Mobile Alert App to receive local alerts from CodeRED® clients when they travel outside the Calling Area to other areas where municipalities send alerts through CodeRED®)</i>	

EXHIBIT C - SYSTEM FUNCTIONS

- 1.) The Service as defined in the Agreement consists of web-based software which is designed to accept message notifications from the Licensee and transmit them instantaneously or as scheduled by Licensee by various means including telephone, cell phone, e-mail, text message, mobile app, internet and social media to databases or to portions of databases selected by the Licensee.
- 2.) The databases from which the Licensee may select or elect are maintained either by Licensee or Licensor and are created in different ways, including but not limited to:
 - a. Licensor creates an initial database from purchased resources from commercially available data applicable to the Calling Area as defined in Paragraph 4 of the Agreement.
 - b. Licensee creates a database(s) applicable to the Calling Area and provides the necessary data to populate the database(s).
 - c. Persons other than Licensor or Licensee ("Users") are allowed to have their data added to a database by means of Licensor's Community Notification Enrollment page on the Web.
- 3.) Upon entering into the Agreement, Licensee is required to purchase **74,795** pre-paid System Minutes which are held in a "Bank" and against which Licensee's use of the System is debited.
- 4.) Each time Licensee uses the Service, the connected call time for any call sent by Licensee will be tracked in six (6) second increments and translated into full minutes, which will be the equivalent of System Minutes. Licensee's Bank of System minutes will be reduced by the number of System Minutes used by Licensee during a call, as calculated in this paragraph. If the call is sent to multiple phone lines to any User, the Licensee's Bank of System Minutes will be charged for each such call. By way of illustrative example only, if a one minute message is transmitted to each of 100 Users, to both a residential phone number and cell phone number for each User, there is a 100% connection rate for all residential and cell phone lines for all 100 Users, and each User listens to the one-minute message, in full and without repeat, the Licensee's Bank of System Minutes will be charged for 200 System Minutes. Similarly if any User activates a re-play of a message, the Licensee's Bank is charged for the time of the re-play. Licensee understands and agrees that there are many factors which may increase or reduce the total number of System Minutes used, and that the example set forth herein may not accurately reflect the true number of System Minutes used during an actual call.

EXHIBIT D – Proposal

Please see attached.

CodeRED® Weather Warning Service Addendum

This is an Addendum to the CodeRED Services Agreement ("Agreement") entered into by and between the City of Duluth (hereinafter "Licensee") a body politic of the State of Minnesota located at 602 West 2nd Street, Duluth, MN 55802 and Emergency Communications Network, LLC (hereinafter "Licensor"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

1. Terms used herein which are not otherwise defined shall have the meanings given to them in the Agreement.
2. The following terms shall be added to the original CodeRED Service Agreement:

CodeRED® Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within the City of Duluth, Minnesota who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the CodeRED Services Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of their covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

License: The CRWW Service is available only as an add-on service module for licensees of the CodeRED Service. The CRWW service license will not be provided under the

terms of this Addendum unless a current active Standard CodeRED Services agreement is in effect.

COST FOR CRWW: Licensee shall pay to Licensor **seven thousand four hundred ninety three dollars and fifteen cents (\$7,493.15)** for the initial term of this Addendum, which shall coincide with the Initial Term of the Agreement, and be paid in two installments as follows:

\$2,493.15 Installment one (1) due prior to the initiation of CRWW
\$5,000.00 Installment two (2) due on or before **April 1, 2014**

Thereafter Licensee shall pay **ten thousand dollars (\$10,000)** for each successive term of this Addendum, which shall coincide with any Renewal Term, and the full Term of the Agreement. Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current initial term or renewal term of the Agreement. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of annual renewal date.

TERM: The term of the CRWW Agreement shall commence as of the effective date of Licensee's CodeRED Services Agreement and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the CodeRED Services Agreement, access to the CRWW system will terminate and Licensor shall terminate all individual subscriber accounts.

3. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

City of Duluth, Minnesota
Licensee

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Emergency Communications Network, LLC
Licensor

Signature: _____

Printed Name: _____

Title: _____

Date: _____