



ONSOLVE™

SERVICE AGREEMENT

CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **October 1, 2018** (the "Effective Date").

SERVICE ORDER		
Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	<u>Cook County Board of Commissioners</u> <u>body politic</u> <u>Georgia</u> <u>3295 County Farm Road</u> <u>Adel, GA 31620</u> <u>Lamar Ray/Cook County E911/EMA</u> <u>(229) 896-4464</u> <u>lray.cook911@yahoo.com</u>

<i>Please complete below if the Primary User is different from the Business Contact</i>
Primary User Name:
Phone:
Email:

<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>
Customer Invoice Name:
Attention:
Address:
City, State, Zip:
Phone:
Email:
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	Three (3) Years
Renewal Term(s)	Three (3) Years
<u>CodeRED On-Demand Notification Service - Unlimited</u>	
Annual Notification Subscription Fee:	\$10,750.00
Initial Term Cost for Notification Service:	\$32,250.00
<u>Additional Features</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual CodeRED Weather Warning® Subscription Fee:	Included
Annual IPAWS Submission App Subscription Fee:	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Annual Subtotal:	\$10,750.00
Initial Term Subtotal:	\$32,250.00
May be paid in installments:	
Year 1	\$10,750.00
Year 2	\$10,750.00
Year 3	\$10,750.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Cook County, Georgia (the "Notification Area")**
- Up to **24,999** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: COOK COUNTY BOARD OF COMMISSIONERS, GEORGIA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- “Message Unit” means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services (“Professional Services”), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment (“CNE”) Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours (“AHOH”) inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App")**. Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.