

2018-89

STATEMENT OF WORK

Effective 12/10/2018

To the SaaS Subscription Agreement Between

Futurity IT, Inc. ("Futurity")

And

KEITH COUNTY EMERGENCY MANAGEMENT ("Customer"), Dated 12/10/2018 ("Agreement")

1. Software Subscription. Futurity shall provide access to the customer to the Orion Damage Assessment Software subject to the terms and conditions of the Agreement. A detailed description of the software is attached hereto as **Appendix 1**.

2. Services and Support.

2.1. **Futurity Setup Services:** the subscription shall include up to four (4) hours of phone/online setup/implementation support services for the Program. Additional training is available separately at an additional cost.

2.2. **Online Training:** up to four (4) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.

2.3. **Emergency Technical Support:** twenty-four (24) hour daily support during Emergency Operations Center activations.

2.4. **Coverage Area:** the license coverage area shall be limited to the geographic boundaries of **KEITH COUNTY, NE and GRANT COUNTY, NE**

3. Term. The initial term of this agreement shall be one (1) year commencing on the effective date listed above in the attached agreement.

4. Fees.

4.1 Software License Subscription Fee:

Price:	\$2,250
Number of Permitted Users:	1000
Amount Payable:	\$2,250

4.2 Services Fee:

4.2.1 **Futurity Setup Services:** included in the amount of the Subscription Fee for the Initial Term at no additional cost.

4.2.2 **Online Training:** up to four (4) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.

4.2.3 **Emergency Technical Support:** included in the amount of the Subscription Fee for the Initial Term at no additional cost.

5. Renewal Terms. This SOW agreement shall automatically renew at the following Renewal Fee for successive one-year terms unless either party gives the other written notice of termination at least sixty (60) days prior to expiration of the then-current term.

Price:	\$2,000
Number of Permitted Users:	1000
Amount Payable:	\$2,000

5.1. Online Training: Up to two (2) hours of web-based administrator training for the Program. Additional training is available separately for an additional cost.

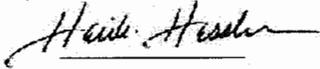
5.2. Emergency Technical Support: included in the amount of the Subscription Fee for the Initial Term at no additional cost.

6. General.

Any change to this Statement of Work shall be subject to mutual written agreement of the parties. Additional Statements of Work may be added to this Agreement by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

Futurity IT, Inc.

By: 
Name: Heidi Hessler
Title: CEO
Date: 12/10/2018

Keith County Emergency Management

By: 
Name: Lonnie Peters
Title: Commissioner
Date: 12-26-2018

FUTURITY IT, INC SAAS SUBSCRIPTION AGREEMENT

This SaaS Subscription Agreement (the "Agreement") is entered into and made effective as of 12/10/2018 (the "Effective Date"), by and between Futurity IT, Inc. a Delaware Corporation having its principal place of business located at 201 Spear Street, Suite 1100, San Francisco, California 94105 ("Futurity"), and Keith County Emergency Management, a department of Keith County, a political subdivision in the State of Nebraska, having its principal place of business located 501 North Spruce Street, Ogallala, NE 69153 (the "Customer") (each, a "Party", and together, the "Parties").

WHEREAS, Futurity is the developer and provider of certain software programs and makes said programs available for its customers to use on a Software-as-a-Service ("SaaS") basis; and

WHEREAS, Customer wishes to: (i) subscribe to access and use the Futurity software program that is described in the corresponding Statement of Work ("SOW") (including any utility, application program interface or tools related thereto), whether or not such software is locally installed on Customer's systems or accessed by the Customer online or by any remote means (the "Program") on a SaaS basis; and (ii) receive the related services from Futurity that are described in the SOW (the "Services"); and Futurity wishes to provide a subscription to the Program and the Services to Customer, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subscription

1.1. Program. Subject to the terms and conditions of this Agreement, Futurity hereby grants Customer a non-exclusive, non-transferable right to access and use the Program, during the Term (as defined below), solely for Customer's internal business purposes, subject to Customer's compliance with any and all of the terms and conditions set forth in this Agreement, including without limitation, the full payment of the SaaS subscription fee for the Programs set forth in the SOW attached hereto (the "Subscription Fee").

1.2. Documentation. Futurity may make available certain Documentation to Customer to be used by Customer for its internal business purposes and solely in connection with Customer's use of the Program during the Term (the "Purpose"). Customer may print or copy the Documentation as needed for the Purpose, provided that all applicable copyright notices are included therein. The Documentation shall be considered part of Futurity's Confidential Information (as defined below). Unless context otherwise requires, the term "Program" shall include the Documentation. "Documentation" means Futurity's standard user documentation, whether in hard copy, or in any electronic form or other media (generally made available by Futurity to its Program customers), describing the use, features and operation of the Program.

2. Services

2.1. Futurity shall provide Customer with the Services listed in the SOW.

2.2. Customer hereby agrees to cooperate with Futurity to enable the provision of the Services, and comply with instructions provided by Futurity to Customer in connection with Futurity's provision of Services hereunder; and acknowledges that the

provision of certain Services by Futurity may be dependent on Customer providing the foregoing cooperation.

3. Use of Customer Account. A Customer account will be created in connection with Customer's use of the Program (the "Account"), to be accessed and/or used solely by employees, agents and independent contractors of the Customer who are explicitly authorized by Customer to use the Program and for whom subscriptions to a Program have been authorized (each a "Permitted User"). Customer acknowledges and agrees: (i) to keep, and ensure that Permitted Users keep all Account login details and passwords secure at all times; (ii) to remain solely responsible and liable for the activity that occurs in Customer's Account, (iii) that the login details for each Permitted User may only be used by that Permitted User, and that multiple people may not share the same login details, all in accordance with the number of Permitted Users specified in the SOW and (iv) to promptly notify Futurity in writing if Customer becomes aware of any unauthorized access or use of Customer's Account or the Program. Customer shall ensure that the Permitted Users comply with the terms of this Agreement and shall be solely responsible for any breach of this Agreement by a Permitted User.

4. Restrictions on Use. Customer shall only access the Program via the Futurity-designated web portal and in connection with Customer's Account. Customer must not, and shall not allow any Permitted User or any other third party to: (i) circumvent, disable or otherwise interfere with security-related features of the Program or features that enforce limitations on use of the Program; (ii) violate or abuse password protections governing access to the Program; (iii) allow any third party to use the Program; (iv) sell, rent, lease, license or timeshare the Program or use it in any service bureau arrangement; (v) copy, modify, reverse engineer, decompile, disassemble or derive, or attempt to derive, the source code of, the Program or any components thereof; (vi) use the Program to develop a competing service or product; (vii) use any automated means to access the Program; (viii) take any action that imposes or may impose, at Futurity's sole discretion, a disproportionately large load on Futurity's infrastructure; (ix) interfere or attempt to interfere with the integrity or proper working of the Program; (x) remove, deface, obscure, or alter Futurity's, or any third parties, copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Program, or use or display logos of the Program differing from those of Futurity; (xi) access, store, distribute, or transmit during the course of its use of the Services any Malicious Code or unlawful, threatening, obscene or infringing material; (xii) use the Program and/or the Services in a manner that would violate applicable data privacy laws or for any other unlawful purpose, or one that could associate Futurity, in its reasonable judgment, with any improper or inappropriate purpose; (xiii) unlawfully use the Services and/or the Program to track or collect personally identifiable information of the Customers' data subjects; and/or (xiv) use the Program in any other unlawful manner or in breach of this Agreement. For the purposes of this Agreement, "Malicious Code" means software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system. Customer's breach of Sections 3-4 shall be deemed a material breach of this Agreement.

5. Customer Data

5.1. **License.** While using the Program, Customer may choose to provide, upload, import, transmit, post, or make accessible (collectively, "Provide") to Futurity certain Customer data or software (the "Customer Data"). Customer grants Futurity a non-exclusive license to use, process, display, copy and store the Customer Data in order to provide the Program to Customer or provide the Services hereunder.

5.2. **Representations.** Customer represents and warrants that: (i) Customer owns or has obtained the rights to all of the Intellectual Property Rights underlying the Customer Data, and Customer has the right and has obtained all rights required under any applicable laws (including but not limited to privacy laws) to provide Futurity the license granted in Section 5.1 to use such Customer Data in accordance with its terms; and (ii) the Customer Data does not infringe or violate any Intellectual Property Rights, privacy or publicity rights of any third party; and (iii) Customer will use the Program and Services in compliance with any applicable laws, including without limitation privacy protection laws, including any applicable laws relating to the collection of information from Customer's data subjects (among others, the Customer acknowledge that, as applicable, the database of the Customer Data has been duly registered in the applicable governmental authorities) and (iv) it has received any consent required by applicable laws from its data subjects (including but not limited to its employees) with respect to any monitoring of Customer Data collected relating to them. In addition, the Customer has received from its data subjects (including but not limited to its employees) any applicable required consents that such Customer Data will be used, processed, displayed, copied and stored by Futurity for the purpose of providing the Customer the Program and Services. Customer shall remain solely responsible and liable for the Customer Data and expressly releases Futurity from any and all liability arising from Futurity's use of the Customer Data as permitted herein. For the purposes of the Agreement, "Intellectual Property Rights" means: (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and re-examinations of any of the foregoing; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, whether registered or not; (iv) all trademarks, trade names, corporate names, company names, trade styles, service marks, certification marks, collective marks, logos, and other source of business identifiers, whether registered or not; (v) moral rights in those jurisdictions where such rights are recognized; and (vi) all other intellectual property and proprietary rights, and all rights corresponding to the foregoing throughout the world.

5.3. **Security.** Futurity IT Inc. agrees to implement reasonable security measures, but no less than industry standard security procedures, to protect Customer Data during the Term.

6. Rights and Title

6.1. **Program.** The Program is licensed and not sold to Customer. All Intellectual Property Rights and all other rights, title and interest of any nature in and to the Program, and any related content, Documentation and Services provided or made available by Futurity IT Inc. hereunder, including all modifications, upgrades, customizations and derivative works (whether or not permitted under this Agreement) thereof, are and shall remain the exclusive property of Futurity and its

licensors. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. Futurity IT Inc. and its licensors reserve any and all rights not expressly granted in this Agreement.

6.2. **Customer Data.** As between the Customer and Futurity, the Intellectual Property Rights and all other rights, title and interest of any nature in and to the Customer Data are and shall remain the exclusive property of Customer and its licensors, which will be stored on Futurity's database. The Customer acknowledges and agrees that it remains solely responsible and liable for the Customer Data and for the permitted uses of such Customer Data under this Agreement. The Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view or modify it. Except as expressly set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests to such Customer Data to Futurity or any third party. **Anonymous Information.** Futurity may collect, use and publish Anonymous Information, and disclose it to its third party service providers, to provide, improve and publicize Futurity's programs and services. "Anonymous Information" means non-identifiable information regarding use of the Program (e.g., aggregated and analytics information about use of the Program). Futurity owns all Anonymous Information collected or obtained by Futurity.

7. Consideration

7.1. **Subscription Fee.** Customer's access to and use of the Program is subject to Customer's up-front payment in full of the Subscription Fee for the applicable subscription period as described in the SOW.

7.2. **Payment Terms.** Payments shall be made without any right of set-off or deduction and are irrevocable and (except as expressly set forth herein) nonrefundable in accordance with the fee schedule described in the SOW. All Futurity invoices are payable within thirty (30) days of the date of invoice. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law.

8. Term and Termination

8.1. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term described in the SOW. Following the Initial Term, this Agreement shall automatically renew at the then-applicable Renewal Fee, for successive one (1) year terms (each a "Renewal Term", and together with the Initial Term, the "Term"), unless: (i) Futurity or Customer provides the other with sixty (60) days written notice prior to the end of any term of its intent not to renew, or (ii) Customer can demonstrate an impossibility to purchase the subscription based on an unforeseen non-appropriation of funds that are required for the purchase of this subscription, or (iii) this Agreement is terminated in accordance with Section 8.2 below. If Customer continues to use the Program past any renewal date, then Customer shall be deemed to have renewed the Agreement for the following term at the rates applicable for said new term.

8.2. Termination

8.2.1. **Material Breach.** Either party may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof.

8.2.2. Distress Event. In the event that either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other party shall have the right to immediately terminate this Agreement.

8.3. Suspension. If Futurity believes that Customer is using the Program in a manner that may cause harm to Futurity or any third party, then Futurity may, upon 5 days written notice of intent to suspend, without derogating from Futurity's right to terminate this Agreement for any breach hereof, suspend Customer's access to and use of the Program and/or the Services until such time as Futurity believes the threat of harm, or actual harm, has passed.

8.4. Effect of Termination

8.4.1. General. Upon termination of this Agreement, Customer shall immediately discontinue all access and use of the Program.

8.4.2. Access to Customer Data. Upon termination of this Agreement, Customer will lose all access to any Customer Data that Futurity may be storing in order to make the Program available to Customer. Customer shall be responsible to download its Customer Data prior to termination of this Agreement. Notwithstanding the foregoing, for a period of thirty (30) days from the effective date of termination of this Agreement, Futurity will provide Customer, upon Customer's written request, with a reasonable opportunity to download the Customer Data still retained by Futurity at such time. Futurity reserves the right to permanently delete any Customer Data that may be contained in Customer's Account at any time following said thirty (30) day period, and Customer agrees to waive any legal or equitable rights or remedies it may have against Futurity with respect to Customer Data that is deleted in connection thereto.

8.4.3. Survival. This Section 8 and Sections 4 (Restrictions on Used), 6 (Rights and Title), 7 (Consideration), 9 (Warranty Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 12 (Confidential Information), 13 (Privacy Policy) and 15 (Miscellaneous) shall survive termination of this Agreement.

9. Warranty Disclaimer

9.1. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE PROGRAM, REPORTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES WHATSOEVER CONCERNING THE INSTALLATION, USE OR PERFORMANCE OF THE PROGRAM; AND (II) ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE, ACCURACY, RELIABILITY AND QUALITY OF THE PROGRAM ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND CUSTOMER HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES. FUTURITY DOES NOT WARRANT THAT THE PROGRAM AND THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. FUTURITY WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW

INTERNET CONNECTIONS OR OUTAGES); AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER.

9.2. FUTURITY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE PROGRAM (COLLECTIVELY, "REPORTS"), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE. THE REPORTS DO NOT CONSTITUTE LEGAL ADVICE, AND CUSTOMER UNDERSTANDS IT MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT LEGAL ADVICE REGARDING THE SUBJECT MATTER OF ANY REPORT AND/OR ANY SOFTWARE THAT CUSTOMER USES OR IS CONSIDERING TO USE. CUSTOMER'S USE OF AND RELIANCE UPON THE PROGRAM AND ANY REPORTS IS ENTIRELY AT CUSTOMER'S SOLE DISCRETION AND RISK, AND FUTURITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO CUSTOMER IN CONNECTION WITH ANY OF THE FOREGOING.

9.3. FUTURITY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE CUSTOMER DATA.

10. Limitation of Liability. FUTURITY ASSUMES NO LIABILITY FOR CUSTOMER'S USE OF THE PROGRAM, AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM IS AT CUSTOMER'S OWN RISK. FUTURITY WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES TO ANY PERSONS OR RESULTING FROM ANY CAUSE WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGE THAT IN NO EVENT WILL FUTURITY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND FUTURITY FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FUTURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE ABOVE, IF FUTURITY IS FOUND TO BE LIABLE BY A FINAL JUDICIAL RULING, FUTURITY'S LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY IS LIMITED TO THE CONSIDERATION CUSTOMER ACTUALLY PAID TO FUTURITY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INDEMNIFIABLE EVENT.

11. Indemnification

11.1. By Futurity. Futurity hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction in connection with a third party claim, suit or proceeding that Customer's use of the Program within the scope of this Agreement infringes any copyright or trade secret of a third party. Futurity shall have no obligations or liability hereunder to the extent that the alleged infringement is based on the Customer Data. Without derogating from the foregoing defense and indemnification obligation, if Futurity believes that the Program, or any part thereof,

may infringe, then Futurity may in its sole discretion: (i) obtain (at no additional cost to Customer) the right to continue to use the Program; (ii) replace or modify the allegedly infringing part of the Program so that it becomes non-infringing while giving substantially equivalent performance; (iii) require that use of the (allegedly) infringing Program (or any part thereof) shall cease, and in such event Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the applicable subscription period; or (iv) terminate this Agreement immediately, and in such event Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the applicable subscription period. This Section 11.1 states Futurity's entire liability and Customer's exclusive remedy for any claims of infringement.

11.2. By Customer. Customer hereby agrees to defend and indemnify Futurity against any damages awarded against Futurity by a court of competent jurisdiction in connection with a third party claim, suit or proceeding that use of the Customer Data within the scope of this Agreement infringes any intellectual property rights of a third party, privacy right of a third party (including the Customer's data subjects (including but not limited to its employees) or any applicable law.

11.3. General. The defense and indemnification obligations of the indemnifying party under this section are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim; except if there is any conflict of interest between the parties or the indemnifying party has failed to defend such claims, in such event the indemnified party shall have the right to appoint their own legal counsel, at the indemnifying party's expense.

12. **Confidential Information.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party. The terms of this Agreement are deemed Futurity's Confidential Information, however, Customer may disclose the terms herein to its advisers, subject to a confidentiality undertaking similar to the above.

13. **Privacy Policy.** To the extent that any personally identifiable information is collected by or on behalf of Futurity, the Customer hereby represents that it has received any required consents from the data subjects for use and for the purpose for which their personally identifiable information is collected by or on behalf of Futurity, including by informing the data subjects the following, among others,

as required under any applicable law: (i) the IP address of the data subject may be collected; (ii) Futurity will store and process the Customer Data on Customer's behalf in order to provide Customer with the Program and Services, (iii) Futurity will retain the Customer Data it processes on Customer's behalf for as long as Futurity is providing Customer with the Services and Program and for a reasonable time thereafter; (iv) Futurity may disclose Customer Data that contains personal information in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; and (b) when Futurity is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets. Any Customer Data which contains non-personally identifiable information may be used by Futurity for aggregate, security and statistical purposes. Futurity may transfer and disclose such non-personal Information to third parties at its own discretion.

14. **Reference Customer.** Upon Customer's written consent, such consent shall not be unreasonably withheld, Futurity may use Customer's name and logo on its website and in its promotional materials to state that Customer is a customer of Futurity and Program user, but will not imply that the parties are affiliated. Customer agrees to serve as a reference customer of Futurity and shall cooperate with Futurity's reasonable marketing and referencing requests.

15. **General.** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

16. **Miscellaneous.** Any purchase order entered into between the parties shall be deemed to incorporate the terms of this Agreement. This Agreement shall constitute the full Agreement between the Parties with respect to its subject matter and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. This Agreement and any rights or obligations hereunder may not be transferred or assigned by Customer without the prior written consent of Futurity, but may be transferred or assigned by Futurity. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns, and the agreements and undertakings contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and permitted assigns. If any of the terms contained in this Agreement shall, for any reason, be held to be void or unenforceable, it shall not affect the validity or enforceability of any other term in this Agreement. The failure of either party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either Party to enforce each such provision thereafter. This Agreement may be executed in facsimile counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to be given or submitted by either Party to the other pursuant to this Agreement shall be in writing, by fax or mail

and shall be sent to the address for each Party set forth on the first page of this Agreement, or at such other address as shall be given by either Party to the other in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by

a facsimile or an email followed by a written or electronic confirmation; (b) two (2) days after posting when sent via an express commercial courier; or (c) five (5) days after posting when sent via certified mail.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

Futurity IT, Inc.

By: Heidi Hessler
Name: Heidi Hessler
Title: CEO
Date: 12/10/2018

Keith County Emergency Management

By: Lonnie Peters
Name: Lonnie Peters
Title: Commissioner
Date: 12-24-2018

[Signature Page- Futurity IT, Inc. SaaS Subscription Agreement]