

2016-25

IPAWS Addendum

This addendum (the "Addendum") to that certain CodeRED® NEXT Services Agreement effective March 9, 2016 (the "Agreement") is made and entered into by and between Keith County (hereinafter "Licensee") a body politic of the State of Nebraska located at 511 North Spruce Street, Ogallala, NE 69153 and Emergency Communications Network, LLC (hereinafter "Licensor"). This Addendum shall be effective as of the Effective Date of the Agreement. In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein but not otherwise defined shall have the meaning attributed to them in the Agreement. The following terms shall be added to the Agreement:

Integrated Public Alert Warning System ("IPAWS"): IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency ("FEMA"), and is designed to provide integrated services and capabilities to local, state and federal authorities for the purpose of enabling them to alert and warn their respective communities via multiple communication methods. The Service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the Service using an IPAWS add-on module (the "IPAWS Submission App").

Authorization: Licensee represents and warrants to Licensor that Licensee, and any employees, agents, or representatives of Licensee that access the IPAWS Submission App (each a "User" and collectively the "Users"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. Licensee shall contact Licensor immediately upon any change in Licensee's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS.

Licensee shall notify Licensor to designate which pass codes for the Service shall have the ability to view the IPAWS Submission App. Licensee understands and agrees that the IPAWS Submission App may only be accessed by Users with pass codes for the Service. Licensee further understands and agrees that access to the IPAWS Submission App shall require a separate pass code from that used to access the Service, that such pass code shall be established solely by the User, and that Licensor shall not have access to such pass code. Licensee shall assume full responsibility for maintaining the confidentiality of all pass codes used to access the IPAWS Submission App.

Digital Signature: Licensee represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, Licensee agrees to provide Licensor with a copy of the Signature, Licensee's Application for IPAWS Public Alerting Authority, Licensee's keystore and pass codes for the Signature, along with any other information reasonably requested by Licensor to demonstrate Licensee's compliance with FEMA and right to access IPAWS through the IPAWS Submission App. Licensee agrees that the Signature shall be submitted separately from any information disclosing its associated keystore and pass codes. The Signature may be sent to Licensor in hard copy and/or electronic format on CD or USB Drive, by mailing such information to Licensor, via certified mail or other nationally recognized overnight delivery carrier, delivery confirmation requested, at Emergency Communications Network, Attn: Director of Software Development, 780 W. Granada Boulevard, Ormond Beach, FL 32174. All remaining items, including without limitation, Licensee's Application for IPAWS Public Alerting Authority, and Licensee's keystore and pass codes for the Signature, may be emailed to a designee of Licensor separately from the Signature. Licensee specifically authorizes Licensor to use and keep such information on Licensor's servers, including but not limited to the Signature, for the purpose of allowing Licensee and Licensor to access, use and test IPAWS through the IPAWS Submission App. Licensor and Licensee acknowledge and agree that, upon termination of this Addendum or the Agreement, the Signature shall be removed from the IPAWS Submission App. Licensee further agrees that Licensor shall in no way be liable for any transmission, copying, or security issues which arise from Licensee's transmission of confidential IPAWS information through non-secure means, including without limitation email. Licensee shall take steps to ensure that the transmission of such information is completed with best practices. Licensor shall not be deemed to be in receipt of any information absent delivery confirmation of same; Licensee shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.

Functionality: Licensee acknowledges and agrees that: (a) the IPAWS Submission App permits Licensee to submit messages to IPAWS, however, the dissemination of messages through IPAWS, including but not limited to delivery through the Emergency Alert System ("EAS") or the Commercial Mobile Alert System ("CMAS"), is not guaranteed nor controlled by Licensor, and is the sole responsibility of FEMA and its associated agencies, and

Licensors shall not be responsible or liable for the failure of messages to be disseminated through IPAWS; (b) IPAWS may include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Licensor shall not be required to provide such additional features to Licensee; and (c) Licensee shall be solely responsible for the content of all messages delivered to IPAWS through the IPAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by Licensee, or using Licensee's pass codes, through the IPAWS Submission App.

Integration Into Service: All use of the IPAWS Submission App, including but not limited to unauthorized use or access to IPAWS through Licensee's account, shall be considered use of the Service and governed under the terms of the Agreement. The IPAWS Submission App is available only as an add-on module for the Service. The IPAWS Submission App will not be provided under the terms of this Addendum unless the Agreement is in effect.

Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions sent using the IPAWS Submission App. Licensee understands and acknowledges that Licensor is providing the IPAWS Submission App 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 for any compromise to, or interceptions of, messages sent through the IPAWS Submission App.

Cost for IPAWS: As a value added service to the Agreement, Licensor will include the IPAWS Submission App at **NO COST** for the initial period of this Addendum, commencing on the Effective Date and continuing through **June 30, 2016**. The cost for each successive year of this Addendum, commencing on **July 1, 2016** (the "Addendum Renewal Date"), and continuing on each annual anniversary of the Addendum Renewal Date thereafter, shall be **NO COST**. Payment terms shall be identical to the terms contained in the Agreement. Pricing for the IPAWS Submission App is separate and independent from Agreement pricing, and the IPAWS Submission App can be removed from the Service by Licensee or Licensor as set forth herein. Licensee will be notified of any price change for the IPAWS Submission App a minimum of 90 days in advance of the Addendum Renewal Date or any annual anniversary thereof.

Term: The term of this Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains the Agreement and has paid the fees listed above, unless otherwise terminated as set forth herein. Licensee understands and agrees that access to the IPAWS Submission App shall be made available upon Licensor's receipt of all IPAWS information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Addendum as of the Effective Date.

Termination: Upon termination of the Agreement, access to the IPAWS Submission App will terminate. The IPAWS Submission App may be removed from the Service by Licensee or Licensor by providing written notice prior to the Addendum Renewal Date or annual anniversary thereof. Licensor, in its sole discretion, may also terminate this Addendum immediately, and without further notice, as a result of Licensee's breach of the Agreement or this Addendum or changes to IPAWS caused through no fault of Licensee or Licensor, and in such case, no fees paid hereunder shall be refunded. Licensee further understands and agrees that, in the event Licensor is required to remove the IPAWS Submission App as a result of Licensee's failure to comply with any IPAWS or FEMA regulations, Licensee shall forfeit all fees paid hereunder to Licensor.

2. This Addendum shall not modify any terms or conditions of the Agreement, except as set forth herein.

Licensee:
Keith County, Nebraska
Signature: C.W. Baltzell
Printed Name: C.W. Baltzell
Title: Chairman
Date: 5-25-16

Licensor:
Emergency Communications Network, LLC
Signature: _____
Printed Name: _____
Title: _____
Date: _____