WEATHERDATA SERVICES, INC.
SKYGUARD® SITE SPECIFIC STORM WARNING
USER AGREEMENT

December 20, 2010
Date of Agreement

1. **Name and Address of Parties:**

   A. WeatherData Services, Inc., 100 North Broadway, Suite 750, Wichita, Kansas 67202 ("We", "Us", or "WDSI")

   B. Client: ("Client" or "You")

   Collin County — (972) 548-4122
   Name of Client (Corporation, Partnership, or Owner's Name) — Client Telephone Number

   2300 Bloomdale Road
   Street Address

   McKinney, Texas 75071
   City, State, Zip Code

   2300 Bloomdale Road, McKinney, Texas
   Location at which Service will be provided

2. **Service Starting Date:** January 1, 2011

3. **Monthly Fee:** As described on Attachment A

4. **Service:** As described on Attachment A

5. **Term.** This Agreement will remain in full force and effect , expiring on September 30, 2011 and will renew for subsequent periods of one year, unless written notice of termination is received by one party from the other party at least one hundred twenty days prior to the initial expiration date or any subsequent expiration date. Time is of the essence of this paragraph.

6. **Acceptance.** Acceptance of this Agreement shall occur upon proper execution of this Agreement or upon acceptance or use of the Service hereunder or any part thereof. No person has the authority to make representations or warranties on Our behalf or to bind Us in any manner, except as provided for in this Agreement.

   THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT WHICH INCLUDES ATTACHMENT A "GENERAL TERMS AND CONDITIONS". THE SIGNERS REPRESENT THAT THEY HAVE FULL AUTHORITY TO EXECUTE THE AGREEMENT ON BEHALF OF WEATHERDATA SERVICES, INC. AND CLIENT RESPECTIVELY AND TO LEGALLY BIND SAME AND THAT THEY HAVE READ AND UNDERSTAND THE IMPORTANT SERVICE TERMS AND CONDITIONS AND WHICH ARE PART OF THIS AGREEMENT.

WEATHERDATA SERVICES, INC.:	**CLIENT:**
BY: [signature]	BY: Franklin Nyharbo
DATE: 1/3/11	DATE: 12/27/10

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A. **About Your Service.** We operate a professional weather service and maintain a staff of meteorologists who are trained, experienced and skilled in the forecasting, prediction, depiction, representation and communication of weather and geohazard events. Through our meteorologists and support staff, WDSI will make available for Your receipt, during the term of this Agreement, the reports, forecasts, graphics, data warnings, briefings and information set forth in Attachment A, referred to herein as the Service. The term "Service", when used in this Agreement shall include each and every part of said service both singularly and collectively and the reports, forecasts, graphics, data warnings, briefings, information and other elements or things comprising the parts thereof. You agree that the Service is furnished to You only and shall be used solely for Your internal purposes. Except as provided in the immediately preceding sentence You shall not indirectly transmit, redistribute, forward or deliver the Service or any part of the data, information, images or other products which constitute the Service to any other person or entity, in any format, or by any means, unless provided for herein.

B. **Responsibilities of Client.** You shall provide WDSI with the name and address of each location for which we are to provide service along with the name, phone number and e-mail address for each point of contact along with a back-up at each location, for which We are to provide the Service and for each location to which We are to deliver the Service. Any changes to such information shall be provided in writing thirty (30) days in advance of any such change. You shall be required to maintain high-speed internet connectivity at each location to which We are providing the Service.
If a SmartRAD® or SelectWarn® System is part of the Service, you shall work with WDSI to allow it to perform system maintenance and software updates at mutually agreeable times.

C. **Payment Terms:** Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show: Collin County Purchase Order Number; Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number; Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

D. **Our Materials Are Copyrighted.** All information, data, images, forms and other things comprising the Service are to be considered copyrighted by WeatherData Services, Inc. and they remain Our sole and exclusive property. However, as part of the Service, we grant you the right to use these materials for your benefit, subject to Paragraph A above.

E. **We Cannot Take Responsibility For Events Beyond Our Control.** We shall not be responsible for any failure or malfunction in power or communication nor the failure or refusal of third party transmission intermediaries to perform, continue or renew their contractual arrangements with Us, nor ability to perform occasioned by such or by labor strife, war, riot or other events beyond Our control. If the Service or delivery thereof is disrupted by such an event(s), Our obligations hereunder shall be suspended during the period of occurrence of such disrupting event(s); however, Our obligations hereunder shall be extended for one day for each full day of interruption. Our failure to perform this Agreement resulting from any event(s) not specified above, shall cause Us to be liable to You, if at all, in a maximum aggregate amount not to exceed the cost of Service paid for by You at the time of failure. This shall be the exclusive remedy hereunder.

F. **Our Intellectual Property That Is Available to You.** The parties acknowledge that WDSI owns certain intellectual property in the form of forecasts, storm warnings, charts, reports, displays designs, processes, ideas, technical information, software, and other tangible and intangible items that may be provided under this Agreement, which remain Our exclusive property. The parties agree and intend that any of the aforementioned items provided under this Agreement may not be reproduced, distributed, displayed, transmitted, or further used for any purpose, including any use to prepare derivative works, except as We expressly provide in writing. The parties further acknowledge that We retain all copyright, trade secret, patent, and trademark rights in all such items, and no implied license will subsist for any use of such items after the termination of this Agreement. You further recognize that Our software, designs, related documentation, and technical information contains trade secrets, and You agree to maintain in confidence all such trade secrets.

G. **Our Disclaimer Of All Other Warranties For The Software And The Service.**
THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY OR ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND MAY BE MODIFIED ONLY IN WRITING BY A DOCUMENT SIGNED BY AN OFFICER OF EACH OF THE PARTIES HERETO. NO OTHER REPRESENTATIVE OR OTHER PERSON IS AUTHORIZED TO REPRESENT OR ASSUME FOR US ANY WARRANTY OTHER THAN AS SET FORTH HEREIN. WE SPECIFICALLY MAKE NO WARRANTIES AS TO THE SUITABILITY OF THE PRODUCTS OR SERVICES FOR ANY PARTICULAR APPLICATION OR PURPOSE. THIS IS A COMMUNICATION AND INFORMATION SERVICE. We make no express or implied warranties, guaranties or affirmations that weather will occur or has occurred as the reports, forecasts, graphics, data, warnings, briefings or information comprising the Service state, represent, or depict and We shall have not responsibility whatsoever to You or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy or omission for weather or events predicted or depicted, reported, occurring or occurred.

H. **Limitation on Damages.** IN NO EVENT SHALL WE BE LIABLE FOR INCIDENTAL, COMPENSATORY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICE COVERED BY THIS AGREEMENT WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW. RESPONSIBILITY AND/OR LIABILITY OF US, IF SAME IS DETERMINED BY A COURT OF LAW, SHALL, IN CONNECTION WITH ALL PRODUCTS AND SERVICES HEREUNDER BE LIMITED, IN MAXIMUM AMOUNT, TO TEN THOUSAND DOLLARS OR THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER, WHICHEVER IS LESS.

I. **Substitutions and Modifications of Specifications.** We have the right to make substitutions and modifications in the specifications of System or Services described herein, providing that such substitutions or modifications will not materially degrade the performance of the System or Services.

J. **Confidentiality Information:** The Parties acknowledge that each may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire Confidential Information of the other Party, its affiliates, or its clients. Confidential Information means proprietary or non-public information that either Party obtains knowledge of or access to in connections with the transactions contemplated by this Agreement, including without limitation information related to the other Party's business, business processes and practices, marketing strategy, recruitment and salary information, organizational structure and other strategic information. Confidential Information specifically includes any information regarding the schedules or modified schedules of Events at Client's Venues. Confidential Information will be deemed not to include information which (i) is or becomes publicly known or is publicly available, (ii) becomes known to a Party other than from the other Party or becomes known to third parties other than from such Party (except for disclosures subject to confidentiality agreement), or (iii) would otherwise constitute "Confidential Information" of the other Party, but which a Party is required by court order or other legal processes to disclose.

K. **Non-Disclosure. To the extent allowable by law,** each Party agrees, during or after the term of this Agreement, to hold the other Party's confidential information in strict confidence and not to disclose such confidential information to third parties or to use such confidential information for any purposes whatsoever other than the provision of services hereunder. Without limitation of the foregoing, each Party will advise the other Party immediately in the event that such Party learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of this Agreement and each Party will at its expense cooperate with the other Party in seeking injunctive or other equitable relief in the name of the other Party. Upon termination of this Agreement, each Party will destroy or turn over to the other Party all documents, papers and other matters in its possession or under its control that contain confidential information or summaries thereof.

L. **Limitations on Software Use.** All software provided by WeatherData under this Agreement is exclusively owned by WeatherData. The software to be delivered to Client pursuant to this Agreement is to be used only at the Venue described in this Agreement. Client shll not duplicate the software and shall not sell, loan, lease or otherwise make the same available to any other person, firm or corporation, including another division, branch, office or department of Client which is not located at the site herein above described, unless otherwise directed in writing by WeatherData. Client may not modify any WeatherData provided software. If, for any reason whatsoever Client does modify any WeatherData provided software, in addition to the same being a breach of this Agreement, Client hereby recognizes that WeatherData shall be the owner of all rights, including all copyrights in and to the software and all modifications. WeatherData shall have no responsibility to support versions of the software which are not the most current version.

M. **Disclaimer of Warranty.** WeatherData shall not be responsible for any failure or malfunction in power or communication nor the failure or refusal of third party transmission intermediaries to perform, continue or renew their contractual arrangements, nor ability to perform occasioned by such or by labor strife, war, riot or other events beyond WeatherData's control. If the service or delivery thereof is disrupted by such an event(s), WeatherData's obligations hereunder shall be suspended during the period of occurrence of such disrupting event(s); however WeatherData's obligations hereunder shall be extended for one day for each full day of interruption. Our failure to perform this Agreement resulting from any event(s) not specified above, shall cause WeatherData to be liable to Client, if at all, in a maximum aggregate amount not to exceed the cost of service paid for by client at the time of failure. This shall be the exclusive remedy hereunder. CLIENT AND THIRD PARTIES ARE ADVISED THAT IN ADDITION TO THE WARNINGS AND ADVISORIES WDSI MAY ISSUE, FOR YOU, THE GOVERNMENT, FROM TIME TO TIME, ISSUES WATCHES, WARNINGS, ADVISORIES, BULLETINS AND OTHER COMMUNICATIONS FOR THE GENERAL PUBLIC. YOU MAY WISH TO KEEP ADVISED OF THESE NOTICES. YOU AND THIRD PARTIES, IF ANY, ARE SOLELY RESPONSIBLE FOR ACTION OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY. THE CLIENT ACKNOWLEDGES THAT METEOROLOGY IS AN INEXACT SCIENCE. EVERY REASONABLE EFFORT WILL BE MADE TO PRODUCE AN ACCURATE FORECAST. HOWEVER, WDSI MAKES NO WARRANTY, EXPRESS OR IMPLIED REGARDING THE ACCURACY OF ITS FORECASTS. IN NO EVENT SHALL WDSI, OR ANY OTHER ENTITY BE RESPONSIBLE FOR DAMAGES, INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, ARISING OUT OF THIS AGREEMENT, OR ANY REPORTS OR FORECASTS BY WDSI PURSUANT TO THIS AGREEMENT. THIS IS A WEATHER ADVISORY SERVICE ONLY. ALL DECISIONS PERTAINING TO THE LOCATION(S) LISTED HEREIN ARE THE RESPONSIBILITY OF THE CLIENT.

N. **Validity and Enforceability.** Client and WeatherData represent and warrant that the execution and delivery of this Agreement by it have been duly authorized by all actions required under the terms of the provisions of its governing instruments creates a legal, valid and binding obligation on Client and WeatherData.

O. **Legal Details**

1. **Assignability.** Neither this Agreement nor any rights or obligations hereunder may be assigned by You without our express written consent.
2. **Severability.** The invalidity of any paragraph, subparagraph or portion of this Agreement shall not affect the validity of any other paragraph, subparagraph or portion hereof and in the event of such a finding of invalidity, the courts are authorized to reform this Agreement to carry out the spirit and intent as expressed herein. If the provision is capable of being construed in two ways, one of which would render it valid, the provision shall have the meaning which renders it valid.
3. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties. No collateral or prior statement, representations, understandings or agreements survive or are a part of Agreement. No modifications to this Agreement shall be made except by written Addendum signed by both parties hereto.
4. **Notices.** Any notices herein required which are to be sent to WeatherData Services, Inc. must be addressed to WeatherData Services, Inc. at 100 North Broadway, Suite 750, Wichita, Kansas 67202 or such other location as WeatherData Services, Inc. may from time to time direct in writing. Notices addressed to any other person, entity or location shall be considered of no effect hereunder whether actually received or not.
5. **Waiver.** Either party's failure to require the performance of any term of this Agreement or the waiver of any breach under this Agreement shall not prevent any subsequent enforcement of such term by a party and shall not be deemed a waiver of any subsequent breach.
6. **Headings and Captions.** The headings and captions used in this Agreement are for convenience only, they are not to be considered a part of the Agreement; they in no way, define, limit construe or describe the scope or intent of such paragraphs of this Agreement nor in any way affect this Agreement.

Attachment A

Service

One SmartRAD Workstation:
- Primary acknowledgement of warnings.
- 2.6 GHz Dell computer.
- 17" flat screen monitor.
- SmartRAD software.
- Client to supply internet connectivity.
- WeatherData will "ping" system every 5 minutes to ensure system is operating properly and WeatherData will be able to maintain the software remotely.

SkyGuard® Services:

Shapefile service for National Weather Service polygon (storm-based) warnings for: tornado, severe thunderstorm, and flash floods.

AccuWeather automatically creates a shape file for each warning issued by the NWS. This shape file is pushed to the Collin County SmartRAD machine over a Cisco VPN connection initiated by the SmartRAD machine. The Collin County SmartGIS machine(s) access the shape file over the Collin County LAN using a Samba share on the SmartRAD machine. We recommend that Collin County setup a web folder on the SmartGIS machine(s) for easy access to the shape files. The shape file must be manually loaded into SmartGIS to activate notification of users setup in the Everbridge system.

SmartRAD Services:
- Composite and Single Site Radar: Composite Radar for entire US and Single Site Radar from 3 nearby radar sites.
- Watches And Warnings: Exact Lat/Lon coordinates for NWS polygon watches and warnings.
- Street Level Mapping: Street Level Mapping with ability to see street names. Client to provide map of total coverage area, including subsections. Outlines of areas and subsections are to be plotted.
- Temperature & Wind Observations: Current Temperature and Wind observations from all reporting stations.
- Time of Arrival: Polygon depicting speed and direction of a weather event, covering the area to be affected and the time of arrival for critical points of interest.
- Local Storm Reports to be displayed for the area.

AccuWeather® Premium:
- Free subscription to AccuWeather's Premium Web Site for entire length of Agreement.

Method of Delivery

SmartRAD Workstation
10 additional notifications to be determined.

One Time Fees

One Linux Workstation with SmartRAD Software - $2,500.

Monthly Fees

SkyGuard® Services - $533.33