

FireCheckoffs.com Customer Agreement

This is an agreement, dated May 22, 2014, between Checkoff Systems LLC, dba FireCheckoffs.com, whose address is 301 Misty Meadow Dr, Allen, TX 75013 (Provider) and Collin County Medical Reserve Corps (MRC), a division of the Collin County Department of Homeland Security whose address is 4300 Community Ave. McKinney, TX 75071 (Customer) for the non-exclusive use of the FireCheckoffs.com website. This agreement applies only to the Medical Reserve Corps and will only cover equipment that is assigned specifically to the MRC.

Payment: The Customer agrees to pay the Provider :

Annual: Zero (\$0) dollars per year, due each year on the anniversary of this Agreement.

This Agreement will automatically renew until terminated by one of the parties. The Customer may terminate the Agreement at any time, for any reason, by notifying the Provider. The Provider may terminate this Agreement upon a 60-day notice without cause. Notice shall be by United States Postal Service or courier service to the above address. Upon termination, Customer's Data will be returned and the Provider shall have no further responsibility or liability to the Customer.

This Agreement allows the Customer to use the web applications contained within the FireCheckoffs.com web site for the purpose of entering Data and generating reports. "Data" refers to all information entered into the web application database by the Customer or given to the Provider for entry by other means (including but not limited to, spreadsheet, computer file, e-mail) for the purpose of Provider entry into the Application database. The Provider does not review any of the Customer's Data and is not responsible for the content or accuracy of such Data. The Customer assumes all risk of use for the Application including without limitation any of the information contained therein. The Customer retains ownership their Data. The Customer's data will not be sold or distributed to any third party without the express written consent of the Customer. The Customer may request a copy of their data from the Provider at any time.

The Provider will take every reasonable step to ensure the availability of the Application and the security of the Data. However, the Customer understands that the Application may on occasion be unavailable due to service disruptions by a third party or for scheduled maintenance. Planned system maintenance times will be announced on the Application web site at least 7 days in advance. To the extent allowed by law, Customer agrees to hold Provider harmless for all scheduled, emergency or unintended disruptions to service. The Provider does not represent or warrant that the Application or the content will meet the Customer's requirements or that use will be uninterrupted or error free. The Application is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to any implied representations, warranties or conditions of merchantability, or fitness for a particular purpose.

This Agreement shall be interpreted in accordance with the laws of the State of Texas, U.S.A.

Provider: [Signature]
John Biedebach, FireCheckoffs.com

8-1-14
Date

Customer: [Signature] 8/7/14
Authorized Representative Date

Purchasing Agent
Title

per Court order 2014-312-0609