

CodeRED® Weather Warning Service Addendum

This is an Addendum to the CodeRED Services Agreement ("Agreement") entered into by and between the **City of Gahanna** (hereinafter "Licensee") a body politic of the State of **Ohio** located at **200 South Hamilton, Gahanna, OH 43230** and Emergency Communications Network, Inc. (hereinafter "Licensor"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

1. The following terms shall be added to the original CodeRED Service Agreement:

CodeRED® Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within the **City of Gahanna, Ohio** who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at:

<http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the CodeRED Services Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of their covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this agreement.

License: The CRWW Service is available only as an add-on service module for Licensees of the CodeRED Service. The CRWW service license will not be provided under the terms of this agreement unless a current active Standard CodeRED Services agreement is in effect.

COST FOR CRWW: Licensee shall pay to Licensors eleven thousand two hundred fifty dollars (\$11,250) for the initial term of the Agreement, which shall be paid by Licensee in two (2) installments as follows:

\$3,750.00 prior to the initiation of the CRWW Service

\$7,500.00 on or before **July 12, 2012**

Thereafter Licensee shall pay twenty-two thousand five hundred dollars (\$22,500) for each successive term of the Agreement, which shall be paid by Licensee in three (3) annual installments of seven thousand five hundred dollars (\$7,500). Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee at the time of annual renewal with 30 days notice. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of annual renewal date.

TERM: The term of the CRWW Agreement shall commence as of July 12, 2011 and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the CodeRED Services Agreement, access to the CRWW system will terminate and Licensors shall terminate all individual subscriber accounts.

2. All other terms and conditions shall remain in force and effect for the term of the Agreement.

EMERGENCY COMMUNICATIONS NETWORK

Licensors

By: _____

Name: _____

Title: _____

Date: _____

CITY OF GAHANNA, OHIO

Licensee

By: _____

Name: _____

Title: _____

Date: _____