



**Subscription Agreement
For Weather Services**

INTERNAL USE ONLY				
Date	1/16/2018	Sub #	0226643	Sales Referral Information
Opportunity #		Payor #		Name
Sales Code		Industry	P S	Address
Sales Agent	Cecilia Brennan # 603790			Sub #

Customer Information (Equipment Location; if any)				Billing Address (if different than Customer Information)				Shipping Address (if different than Customer Information)			
Business Name	Lancaster County Emergency Mgmt			PO # (if any)				Business Name			
Primary Contact	James Davidsaver			Billing Contact				Shipping Contact			
Job Title				Job Title				Job Title			
Street Address	233 S 10th St			Street Address				Street Address			
City, State, Zip	Lincoln, NE 68508			City, State, Zip				City, State, Zip			
Phone	402/441-7441	Fax		Phone		Fax		Phone		Fax	
Email	jdavidsaver@lancaster.ne.gov			Email				Email			

Special Instructions	Sales Type	Initial Contract Term	Billing Frequency
	<input type="checkbox"/> New Customer Account <input checked="" type="checkbox"/> Existing Customer Account <input type="checkbox"/> Switch – Entire Service Level <input type="checkbox"/> Additional User(s) – Online <input type="checkbox"/> Additional Services – Other	<input type="checkbox"/> 12-months <input type="checkbox"/> 24-months <input type="checkbox"/> 36-months *Note if none selected then Initial Contract Term will default to 12-months.	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually *Note if none selected then Billing Frequency will default to monthly.

DTN Service (add additional pages as needed)	Quantity	Monthly Recurring Fee
1st User License - WeatherSentry Online Platinum - Public Safety Edition (includes Alert Manager, Lightning 100-Mile, Roaming Alerting, SmartPhone, Consulting Forum, Slide Show, Traffic Layers, & Custom Map Layers)	1	2 8 0
Additional User License - WeatherSentry Online Platinum - Public Safety Edition (includes Alert Manager, Lightning 100-Mile, Roaming Alerting, SmartPhone, Consulting Forum, Slide Show, Traffic Layers, & Custom Map Layers)	1	1 4 0

All subscription fees exclude any applicable federal, state, or local taxes. If applicable, subscription fees will include equipment lease charges. I have read and agree to all of the terms and conditions attached to this Subscription Agreement, a copy of which has been supplied to me. I also agree that I am an authorized representative of the Customer name above. PLEASE SIGN BELOW:				TOTAL MONTHLY RECURRING FEE →	4 2 0 p e r m o n t h
Customer (PRINT NAME)		Job Title		Set-Up Fee – One-Time →	0
				Shipping & Handling – One-Time →	0
Customer Signature		Date		Other Fees – One-Time → (i.e. User & Environmental Fees required by State law for CA, IL, ME, TN, etc.)	0

DTN Standard Terms & Conditions

1. Use of DTN Service

1.1 If Customer has elected to purchase a DTN online service on the front page of this Subscription Agreement (hereinafter referred to as the "Agreement"), then DTN, LLC, (herein referred to as "DTN") hereby grants Customer a non-exclusive, non-transferrable, limited-use license to use the DTN online service, which is accessed through the Internet by an online user name and password provided to Customer, solely for Customer's internal use. Customer will adhere to the specified number of users licensed by DTN under this Agreement, as well as any other licensing restrictions provided by DTN, when using the DTN online service. The DTN online service will not contain any leased equipment other than the optional video monitor and/or personal computer which may be leased by DTN to Customer.

1.2 If Customer has elected to purchase a DTN satellite service on the front page of this Agreement, which typically consists of a leased DTN receiver, satellite antenna, video monitor, and/or personal computer, then DTN hereby grants Customer a non-exclusive, non-transferrable, limited-use license to use the DTN satellite service solely for Customer's internal use on a single video display. Customer will adhere to the specified number of users licensed by DTN under this Agreement, as well as any other licensing restrictions provided by DTN, when using the DTN satellite service.

1.3 DTN online and DTN satellite services may be referred to separately or collectively as the "DTN Service" under this Agreement. As part of the DTN Service, DTN also hereby grants Customer a non-exclusive, non-transferrable, limited internal-use license to use any other services, data, or software that may be provided by DTN under this Agreement. Except as expressly permitted under this Agreement, Customer shall not (a) reproduce, modify, reverse engineer, disassemble, decompile, create derivative works based on, or otherwise attempt to derive source code from any DTN Service, and shall not cause or permit any third party to do so; (b) delete any copyright notices and/or other legends of ownership from the DTN Service; (c) publish or distribute the DTN Service for sale or commercial use, or allow the DTN Service to be used directly by third parties; or (d) disclose to any other party any part of or any information relating to the DTN Service. Customer further warrants that it will use the DTN Service for internal use only, and shall not further redistribute, resell, or make the DTN Service available for commercial use to any other party. For software or data not manufactured or provided by DTN that is provided to Customer as part of the DTN Service, Customer shall adhere to the

software and data license terms as outlined by the actual software or data provider. DTN may reasonably make changes to the DTN Service as it deems appropriate for maintenance or upgrades.

1.4 The DTN Service shall be delivered or provided to the Customer Information as identified on the front page of this Agreement, unless otherwise agreed between the parties. Customer must notify DTN in advance of any change in Customer Information. The DTN Service shall at all times be the sole and exclusive property of DTN. Customer shall acquire no rights or interest of any kind in the DTN Service except the right to use the DTN Service as set forth herein. Unless Customer has elected to purchase professional installation from DTN, Customer is responsible for the proper installation of the DTN Service in accordance with DTN's login instructions, user manual, or installation guide, including but not limited to the proper electrical grounding of any DTN equipment. If Customer elects to purchase professional installation from DTN, then the fees quoted on the front page of this Agreement are for standard installation only. Customer will be advised of any additional charges for remote or complex installation services before such services are provided.

2. Term/Termination

2.1 This Agreement (including any Addendum, unless specified otherwise in the Addendum) shall commence upon execution of this Agreement and continue through the Initial Contract Term set forth on the front page. The Initial Contract Term will start on the date Customer receives the DTN Service. Thereafter, this Agreement shall continue for successive one-year periods, subject to then-current DTN prices, terms and conditions, unless either party terminates its obligations to the other by giving written notice of termination to the other at least thirty (30) days prior to the end of the Initial Contract Term or any subsequent one-year period. After the Initial Contract Term, DTN may increase the recurring fees for any billing period. New recurring fees will be effective at the beginning of the next billing period.

2.2 This Agreement may be terminated by DTN upon thirty (30) days notice if Customer fails to perform in accordance with any of the terms set forth herein.

2.3 Upon termination, Customer shall return any leased DTN equipment within thirty (30) days, in good operating condition and in proper packaging to DTN's facilities located at DTN, LLC, ATTN: EQUIPMENT RETURN, 10651 Chandler Road, Suite 109, La Vista, NE 68128, and delete all DTN software from any equipment retained by Customer. Customer bears the risk of loss and damage to any leased equipment provided to Customer from any act of negligence by the Customer and its

employees, ordinary wear and tear excepted, and will promptly pay any costs reasonably deemed and incurred by DTN to replace or repair such equipment. The Customer is not liable for any damage caused by acts of gross negligence by DTN and its employees and suppliers. DTN recommends that Customer maintain all-risk hazard insurance for any DTN leased equipment provided hereunder and through the term of this Agreement in an amount not less than the full replacement value of such equipment.

3. Fees. All fees specified under this Agreement are payable in full no later than thirty (30) days from the date of invoice. If the price of the goods and/or services stated by DTN specifically includes state or local sales or use taxes (PST and GST taxes for Canadian customers), then DTN shall be responsible for collecting and remitting said taxes to the proper taxing authority. In all other cases, Customer agrees to be responsible for paying all taxes relating in any way to the goods and services provided hereunder. Customer must provide DTN with proper documentation of any claimed tax exemption. All invoices shall be issued in U.S. Dollars and all payments made to DTN must be made in U.S. Dollars. Customer hereby authorizes DTN to obtain a credit report about the Customer from credit agencies and other sources. Customer agrees that a monthly finance charge of up to 1.5%, but not in excess of the lawful maximum, may be charged to Customer for any past due balance under this Agreement after the payment due date. If the past due balance remains unpaid after sixty (60) days from the payment due date, DTN at its option may suspend the delivery of the DTN Service and/or accelerate and recover from Customer the total of all fees payable under this Agreement by charging Customer's credit card or by other means. Customer agrees to pay DTN the cost of collection, including reasonable attorney's fees, in collecting all past or remaining amounts due.

4. Warranty, Limited Liability, and Indemnification

4.1 NEITHER DTN NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DTN SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE

SERVICES OR DATA FOR ANY PARTICULAR USE OR PURPOSE. DTN OR ANY OF ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE, EXCEPT FOR SUCH ACTS OF GROSS NEGLIGENCE BY DTN OR ANY OF ITS SUPPLIERS, IN CONNECTION WITH THIS AGREEMENT, AND IN NO EVENT, SHALL THE CUMULATIVE LIABILITY OF DTN OR ITS SUPPLIERS UNDER THIS AGREEMENT (INCLUDING ANY ADDENDA) EXCEED THE TOTAL FEES PAID BY CUSTOMER TO DTN DURING THE PRECEDING ONE MONTH PERIOD. IN NO EVENT WILL DTN, ITS SUPPLIERS, OR THEIR MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF DTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. . IN THE EVENT OF LITIGATION, EACH PARTY AGREES TO PAY THEIR OWN COSTS RESULTING FROM THE LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES.

4.2 DTN shall not be liable for any damages or penalties for delay in delivery or use of the services based on any events or conditions, including, but not limited to: (i) acts of God, civil, or military authority; (ii) actions or inactions of any governmental entity (foreign or domestic) or its agencies and departments, the National Weather Service, or the National Oceanic and Atmospheric Administration; (iii) acts of a public enemy; (iv) suspension, interruption, or unavailability of data communicated from any governmental or private sources; (v) accidents, fires, explosions, earthquakes, floods, energy shortages, other elements of nature; (vi) strikes, labor disputes, shortage of suitable materials or labor, computer or communication system malfunction, transportation problems, or delay in delivery by vendors.

4.3 Customer acknowledges that any services or data provided to Customer by DTN pursuant to this Agreement are only advisory in nature. All services are in part based on data provided by third parties, including but not limited to, the National Weather Service. DTN cannot and does not warrant or assume responsibility for the

accuracy of the services or data provided to Customer. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or products furnished to Customer.

4.4 If Customer experiences any performance issues with the DTN Service then Customer must contact DTN immediately for instructions. At no time shall Customer attempt to repair or modify the DTN Service itself; if it does so it shall be responsible for the cost of repairing any damage(s) to the DTN Service. Customer acknowledges that DTN's sole obligation and Customer's exclusive remedy in the event of any material and continuing non-conformity, defect, or error in the DTN Service shall be to take reasonable corrective actions upon discovery of the problem.

5. Additional Terms and Conditions for MxVision WeatherSentry® *SmartPhone* ("WxSentry *SmartPhone*") Customers. If Customer has elected to purchase a DTN Service consisting of WxSentry *SmartPhone*, Customer represents, warrants, agrees, and covenants the following:

5.1 Use and Disclosure of Personal Data. Customer agrees that it will comply with all applicable U.S.A. or international laws pertaining to the receipt and use of personal data or information of its employees, contractors, end-users, and/or subscribers gathered through the use of WxSentry *SmartPhone*, including but not limited to GPS location information. Customer further agrees that it will not engage in the inappropriate or illegal use or disclosure of such data or information.

5.2 Notice and Consent. As a condition of receiving personal data or information of any employee, contractor, end-user, and/or subscriber of the Customer, including GPS location information gathered through the use of WxSentry *SmartPhone*, Customer agrees to provide written notice to its employees, contractors, end-users and/or subscribers that such personal information may be monitored, gathered, and shared with Customer, and that they shall have no exception of privacy with respect to the monitoring, gathering, use and disclosure of such data or information. Customer further agrees to limit its use and disclosure of any such personal information to only authorized recipients and to use such information only for legitimate business purposes.

5.3 Limitation of Liability. DTN IS NOT RESPONSIBLE FOR ANY INNAPPROPRIATE OR ILLEGAL USE OF WXSENTRY SMARTPHONE, AND CUSTOMER EXPRESSLY WAIVES, RELEASES AND AGREES TO HOLD HARMLESS DTN FROM ANY USE OF WXSENTRY SMARTPHONE OR THE USE OR

DISCLOSURE OF ANY PERSONAL DATA OR INFORMATION, INCLUDING GPS LOCATION INFORMATION, THAT IS GATHERED OR MONITORED THROUGH SUCH SERVICE INCLUDING ANY SUCH INFORMATION THAT IS ALLEGED TO BE OR IS IN VIOLATION OF ANY PRIVACY OR OTHER RIGHTS.

6. General Terms. This Agreement and any additional terms accepted by Customer represent the entire Agreement between DTN and Customer and cannot be changed orally, and will also supersede the terms of any purchase order provided by Customer. The parties acknowledge that Customer may acquire additional products, services, or features from DTN which may require Customer to enter into additional terms and conditions with DTN. Customer agrees to be bound to any additional terms and conditions upon acceptance of such terms. In the event that any portion of this Agreement is held to be unenforceable, then the remaining portions of this Agreement shall be interpreted to give maximum effect to the intent of the parties. Customer agrees that any action brought by Customer against DTN shall be venued only in, and governed by the substantive laws of the State of Nebraska without regard to conflict of law rules. Unless the context otherwise requires, all words under this Agreement in singular form shall be interpreted to include the plural and vice versa. All notices to be provided under this Agreement will be sent, if to Customer, to the address listed under Customer Information on the front page of this Agreement, and if to DTN, to DTN's office address listed on the front page of this Agreement.