

RESOLUTION 24-1

WHEREAS, Sangamon County is currently in need of a Mass Notification System to quickly and efficiently push out notifications to the public in times of emergencies and other critical incidents; and,

WHEREAS, Sangamon County is currently in need of a Mass Notification System to efficiently send internal notifications to its Employees and for the various County departments to independently send notifications to their respective Employees; and,

WHEREAS, Sangamon County is aware of other governmental units in Sangamon County who will benefit from access and use of a Mass Notification System provided by the County; and,

WHEREAS, Sangamon County has chosen the OnSolve Mass Notification System as a solution to the needs listed above; and,

WHEREAS, Sangamon County has negotiated a tentative agreement with the OnSolve Mass Notification System. OnSolve would like to enter into a three (3) year agreement with Sangamon County to provide their "Fully Unlimited Use Plan" at a cost of \$25,000 per year; and,

NOW THEREFORE, BE IT RESOLVED, BY THE COUNTY BOARD MEMBERS OF SANGAMON COUNTY, in session this the 12th day of November, 2019 A. D., that the above contract be approved for three (3) years with the OnSolve Mass Notification System at a cost not to exceed \$25,000 per year for a total not to exceed \$75,000.

County Board Chairman

FILED

NOV 08 2019

Don J. Hayes
Sangamon County Clerk

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ONSOLVE™

SERVICE AGREEMENT
CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of the last date signed on Exhibit B (the "Effective Date").

SERVICE ORDER

| | | |
|--|--|---|
| Provider Information: ("Provider") | Provider Name: Entity Type: State of Incorporation: Provider Address: | ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174 |
| Customer Information: ("Customer") | Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email: | Sangamon County body politic Illinois 2000 Shale Ave Springfield, IL 62703 Christopher Mueller/Executive Director (217) 747-5145 chris.mueller@co.sangamon.il.us |

Please complete below if the Primary User is different from the Business Contact

Primary User Name:

Phone:

Email:

Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.

Customer Invoice Name:

Attention:

Address:

City, State, Zip:

Phone:

Email:

Preferred method of receiving invoices: Email US Mail

DETAILED SERVICE DESCRIPTION

| | |
|---|--|
| Initial Term (commencing on Effective Date) | Commencing on the Effective Date and continuing through November 30, 2022 |
| If activated, Renewal Term(s) | One (1) Year |
| <i>If the Agreement is renewed, the first Renewal Term shall commence as of December 1, 2022</i> | |
| CodeRED On-Demand Notification Service - Unlimited – Customer Supplied Data Only | |
| Annual Notification Subscription Fee: | \$25,000.00 |
| Initial Term Cost for Notification Service: | \$75,000.00 |
| Additional Features | |
| One (1) annual Provider-assisted traditional import for Customer data | Included |
| Annual Foreign Message Translation Subscription Fee for up to three (3) languages, as selected on Schedule 1: | Included |
| Annual CodeRED Weather Warning® Subscription Fee: | Included |
| Annual IPAWS Submission App Subscription Fee: | Included |
| Annual Cost for all Additional Features: | Included |
| Initial Term Cost for all Additional Features: | Included |
| Annual Subtotal: | \$25,000.00 |
| Initial Term Subtotal: | \$75,000.00 |
| May be paid in installments: | |
| Due on the Effective Date | \$25,000.00 |
| Due on or before 12/01/2020 | \$25,000.00 |

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Due on or before 12/01/2021 \$25,000.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Sangamon County, Illinois (the "Notification Area")**
- Up to **199,999** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Notification Subscription Fee includes **Unlimited** Message Units for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: SANGAMON COUNTY, ILLINOIS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- “Message Unit” means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services (“Professional Services”), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment (“CNE”) Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours (“AHOH”) inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **Three (3)** languages.

| Selected Language |
|--|
| <input type="checkbox"/> Catalan (Catalan) |
| <input type="checkbox"/> Chinese (Simplified, PRC) |
| <input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.) |
| <input type="checkbox"/> Chinese (Traditional, Taiwan) |
| <input type="checkbox"/> Danish (Denmark) |
| <input type="checkbox"/> Dutch (Netherlands) |
| <input type="checkbox"/> Finnish (Finland) |
| <input type="checkbox"/> French (Canada) |
| <input type="checkbox"/> French (France) |
| <input type="checkbox"/> German (Germany) |
| <input type="checkbox"/> Italian (Italy) |
| <input type="checkbox"/> Japanese (Japan) |
| <input type="checkbox"/> Korean (Korea) |
| <input type="checkbox"/> Norwegian, Bokmål (Norway) |
| <input type="checkbox"/> Polish (Poland) |
| <input type="checkbox"/> Portuguese (Brazil) |
| <input type="checkbox"/> Portuguese (Portugal) |
| <input type="checkbox"/> Russian (Russia) |
| <input type="checkbox"/> Spanish |
| <input type="checkbox"/> Spanish (Mexico) |
| <input type="checkbox"/> Spanish (Spain, International Sort) |
| <input type="checkbox"/> Swedish (Sweden) |

Additional Languages for FMT may be purchased in blocks of three (3) languages for \$250/year, which shall not be prorated for any partial year.

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**Exhibit B
TERMS AND CONDITIONS**

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679)("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Initial Term and Renewal Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, Customer may renew this Agreement for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, by providing any of the following to Provider prior to the end of the Initial Term or then-current Renewal Term: a signed Service Order for the Renewal Term (in electronic or hard copy format); a purchase order for payment for one additional year; or payment for one additional year.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal

Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues

use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: SANGAMON COUNTY, ILLINOIS

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

2412

**EXHIBIT C
ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

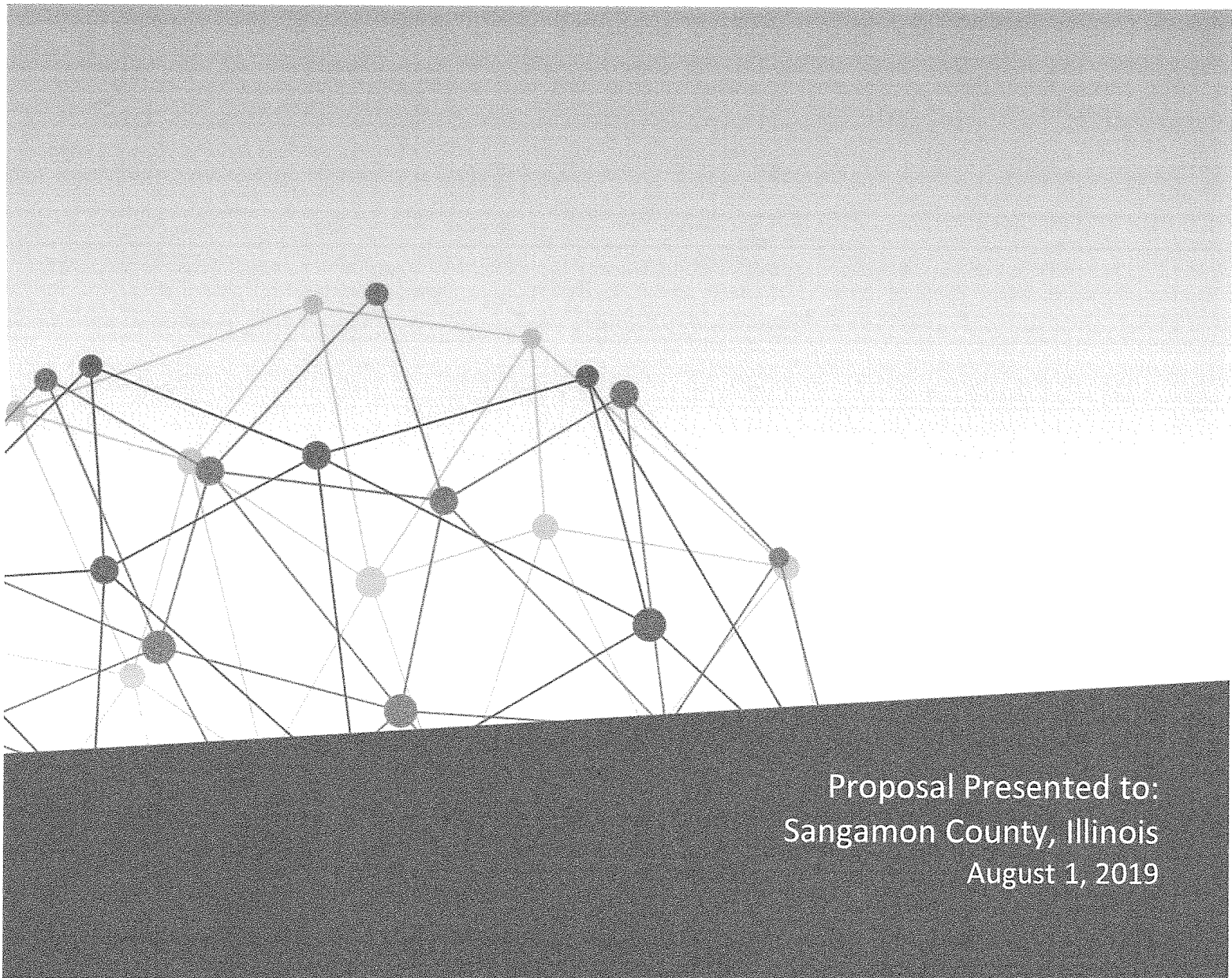
1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.


2413




Proposal Presented to:
Sangamon County, Illinois
August 1, 2019

Brian Choyka
Senior Regional Manager
brian.choyka@onsolve.com

onsolve.com 

866 939 0911 

780 W. Granada Blvd. 
Ormond Beach, FL 32174

August 1, 2019

Sangamon County, IL
2000 Shale Ave
Springfield, IL 62703
Attention: Christopher Mueller, Executive Director

Dear Mr. Mueller,

OnSolve is pleased to submit our quote for Mass Notification Services to Sangamon County (the County), IL.

OnSolve has been providing high-speed, high-performance, reliable mass notification solutions to organizations such as yours for over 20 years. OnSolve has the financial resources, engineering capabilities, support structure and knowledge to support the County with the most cost effective and advanced mass alert and notification system available.

OnSolve will be bidding our CodeRED emergency mass notification solution that is trusted locally by many counties including Peoria County, De Witt County, Cumberland County, Moultrie County, Douglas County, Bond County and Madison County, just to name a few local clients. The CodeRED solution is used for a wide variety of both emergency and non-emergency notifications to residents, businesses, visitors and employees. The proposed CodeRED solution offers the most comprehensive choice for time-sensitive and flexible alerting. With our extensive presence across the Midwest, we have unique insight into the needs and potential emergency scenarios that the County may face.

The CodeRED solution offers an emergency mass notification platform as a Software-as-a-Service (SaaS) product eliminating the installation of any hardware or software. Instead, the County's CodeRED solution will be fully hosted by OnSolve's powerful, private infrastructure. Additionally, the CodeRED solution offers a robust set features, such as CodeRED Weather Warning, language translation, and two mobile applications that expand the County's ability to keeps its residents informed and aware during critical situations.

Together, let us create a lasting partnership dedicated to the success of your mass notification system. I will be your primary contact for matters related to the proposal. Please let me know if you need any further information or would like a demonstration of the CodeRED solution.

Respectfully Submitted,



Brian Choyka
Senior Regional Manager
ONSOLVE, LLC
E: brian.choyka@onsolve.com
P: 866.939.0911

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The CodeRED Solution

EASY, POWERFUL, AND RELIABLE

The CodeRED solution provides an intuitive message creation and dissemination process with the ability to distribute messages through a variety of delivery methods including landline, VoIP, TDD/TTY, cell phone, SMS text, email, CodeRED Mobile Alert app, IPAWS, social media networks, website widgets, RSS, and more. In addition, notifications can be sent to any combination of individuals and/or groups and sub-groups. The County can group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria, or by geographic location.

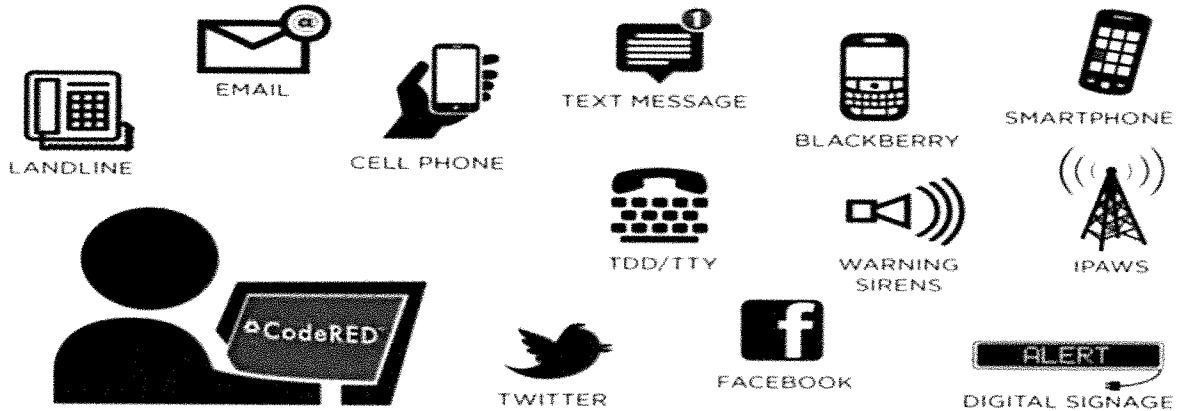


Figure 1 confidential & proprietary

OnSolve developed the easy-to-use, reliable, and affordable CodeRED mass notification solution to reach staff, stakeholders, and residents with emergency and/or routine operations messages.

The CodeRED Difference

- Ⓜ Easy to use Software-as-a-Service (SaaS) based technology
- Ⓜ Reliable message delivery
- Ⓜ Robust IPAWS origination tool
- Ⓜ Automated Weather Warnings
- Ⓜ Triple redundant infrastructure
- Ⓜ Mobile Launcher App and CodeRED Mobile App for Android and Apple devices
- Ⓜ Authorized Telecommunications Service Priority service vendor
- Ⓜ Affordable for every budget and ½ the price of other systems
- Ⓜ 24/7/365 live client support
- Ⓜ Two-way message capabilities

Because the CodeRED solution is delivered as a SaaS product, all maintenance and upgrades are provided at no additional cost and are transparent to the user. The County will always run the most current version of CodeRED and will be informed of upcoming, ongoing technological advancements in features and functionality.

EASE OF USE

The CodeRED solution was designed to be easy to use, even under the most strenuous of conditions. For example, expecting use under pressure, OnSolve built the feature rich interface with a simple three-step process to initiate critical communications. Messages may be launched by authorized users via landline, cell phone, or the Internet, from anywhere at any time.

Quick Launch can create scenarios on the fly by using the BUILD feature and is immediately available on the Dashboard. Users can select from a list of pre-created scenarios, which includes messages and recipients, and sends the alert notification in less than 10 seconds, as described below:



Figure 2 confidential & proprietary

GEOGRAPHIC NOTIFICATIONS

The CodeRED Solution provides advanced Esri-based mapping capabilities making geographic notifications simple to create and launch. Authorized message initiators can quickly create notification areas using drawing tools, such as polygon or radius, to ensure only those that within the area of the situation are notified. The map view provides a traditional street view or a satellite view, if preferred.

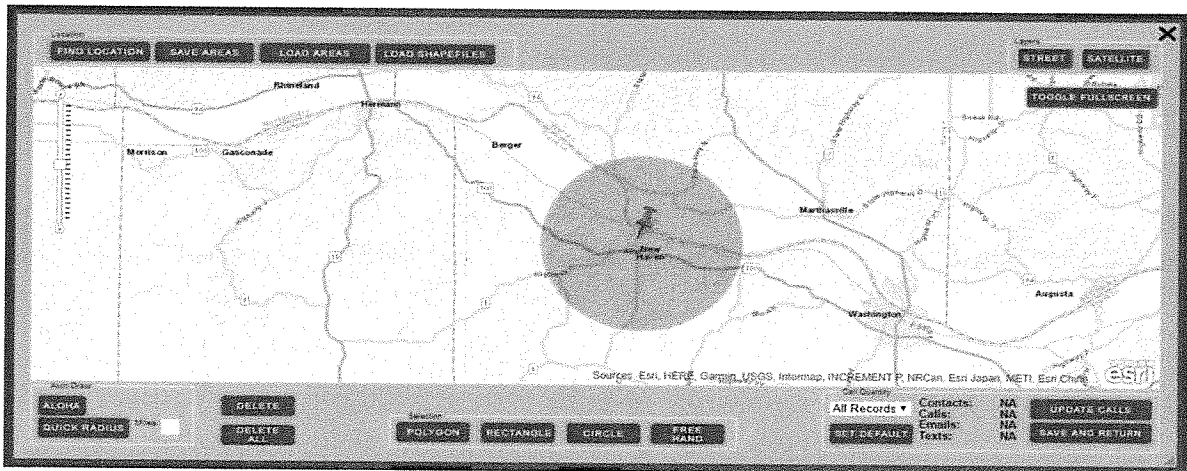


Figure 3 confidential & proprietary

Data within the CodeRED solution is automatically geocoded providing a reliable database of calling records. Authorized message initiators will be able to define the calling area, as well as be able to see the number of contacts within that area.

The County may also import shapefiles for pre-defined areas, such as towns or flood zones, for quick retrieval. Shapefiles can be saved within the CodeRED solution using local naming conventions for easy identification. This valuable tool allows authorized message initiators to save crucial time when creating notifications, instead of trying to draw out the shape.

INTERNAL NOTIFICATIONS

Through the designation of groups and sub-groups, the County can customize the CodeRED database to reach any combination of recipients desired. OnSolve’s client services are highly trained and experienced in helping OnSolve’s clients develop the most efficient and effective database architecture/hierarchy possible.

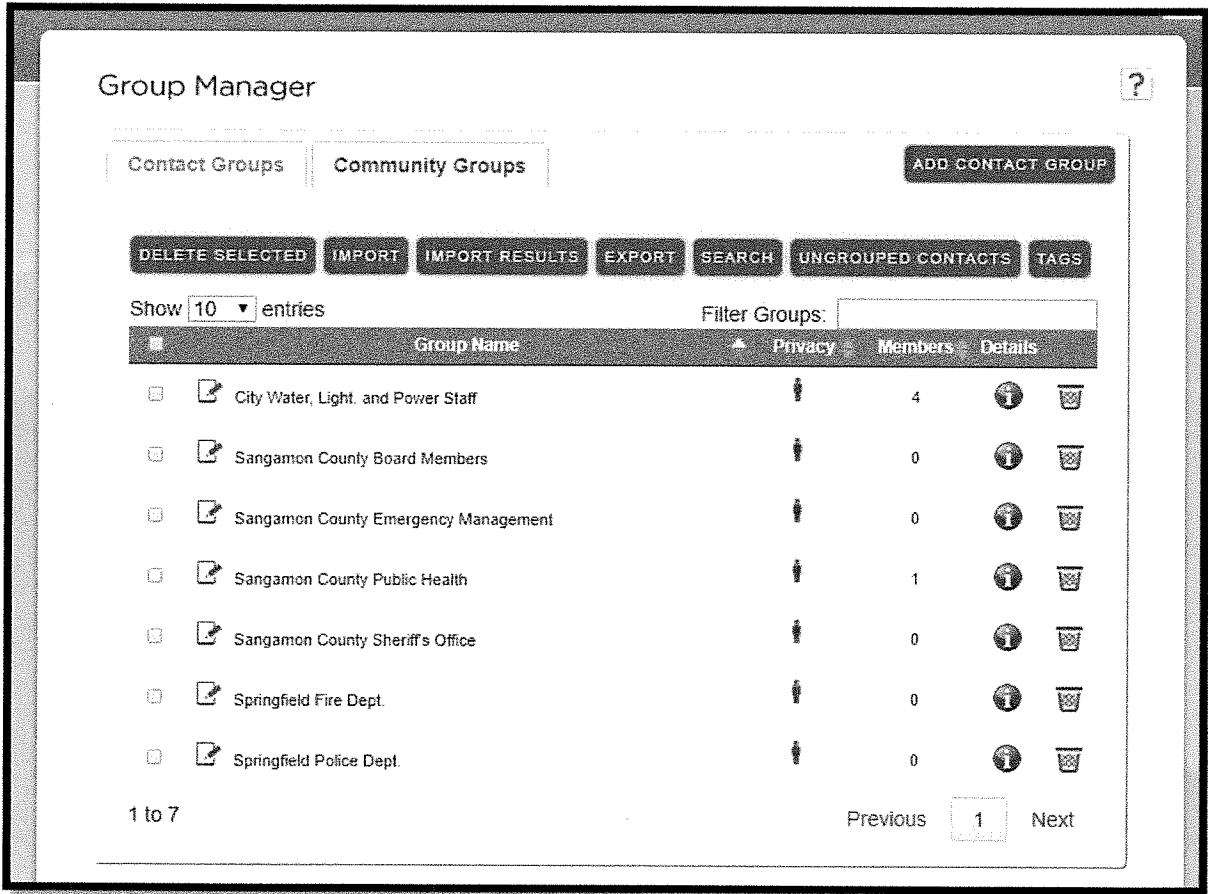


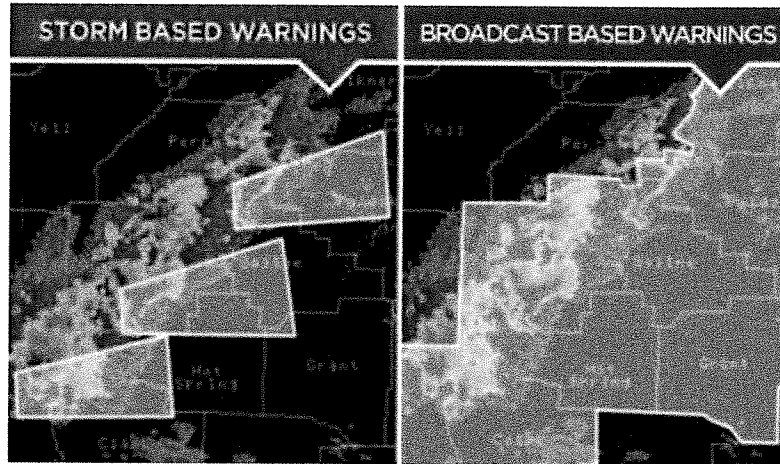
Figure 4 confidential & proprietary

Team Builder allows message initiators to use existing contact groups or to create ordered lists for individuals within a specific notification group to fill shift/staffing quotas and drive two-way communication via a keypress response to a survey, etc. The benefit to the ordered list you define is ensuring you meet specific criteria such as union policies regarding tenure or you own internal prioritizations.

CODERED WEATHER WARNING

CodeRED Weather Warning provides automated notifications directly from the National Weather Service (NWS) to those message recipients within the immediate path of a storm.

All warnings are generated through proprietary computer algorithms, so calls launch just moments after a bulletin is issued by the NWS with no staff intervention required. This sophisticated feature of the CodeRED system relieves pressure from internal resources while also giving affected staff the extra time to prepare for severe weather.



CodeRED Storm Based Warning vs. Broadcast Based

Using the information provided by NWS to define the storm's heading and speed, CodeRED Weather Warning geographically targets alerts only to those recipients who would be affected. This ensures all weather notifications are delivered to relevant recipients, effectively reducing false alarms.

TWO-WAY MESSAGING

The CodeRED solution also offers Two-Way Messaging with enhanced response capabilities beyond those of simple text or email. This feature allows a resident or employee who receives a notification to provide an enhanced response via text message or email through the web-based response center. The message initiator can track recipient responses through the real-time statistical data in the CodeRED solution to quickly analyze and review responses.

Advanced features include:

- ⊕ Message receipt and response tracking
- ⊕ User initiated expiration limits
- ⊕ Confirmation reporting
- ⊕ Quick survey
- ⊕ File attachment
- ⊕ And more

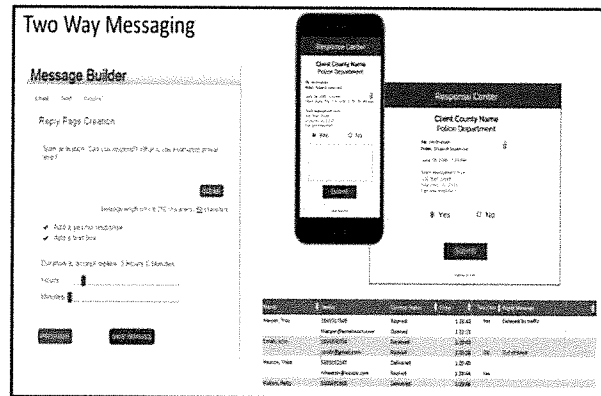


Figure 5 confidential & proprietary

TRANSLATION

OnSolve offers an advanced translation feature for voice, email, and/or text message delivery in a variety of languages to allow the County to ensure the inclusion of as many residents and/or subscribers as possible. Messages typed in English will be accurately converted to language(s) of the County's choosing. Base system includes English plus three (3) additional languages (of client's choice). Options are available if additional languages are required.

Unlike other vendors who rely on the client to create messages in a foreign language through IVRs or text-to-speech translation that do not use the appropriate voice or text fonts, OnSolve's translation feature is certified through the industry-leading platform, Microsoft Translator. These enhanced translation capabilities enable system administrators to more effectively communicate with stakeholders by automatically and accurately translating messages typed in English into the languages a client selects without requiring on-site personnel to be fluent in secondary languages. Government agencies and commercial businesses will be able to improve communications by selecting languages that are most appropriate for their community. The ability to communicate in multiple languages with just the click of a button is not a standard feature other mass notification providers can offer. With other vendors, this enhancement is often only featured as a costly add-on component which makes system use more costly.

REAL-TIME REPORTING

The CodeRED system provides real-time statistics that can be viewed live during a call or at any time following the launch. In fact, this information is available for the life of the contract. Sent and successfully delivered notifications are recorded in these statistics and provided in graphic and numerical/text form.

Reports include the following items:

- Number of calls to be made
- Number of call attempts and percentage
- Number of connections and percentage
- Number of non-connects and percentage
- System minutes used
- Launch name
- Launch by Launch type (Emergency/General)

The Call List Detail for every record includes the following:

- Name/company
- Address, city, state, zip
- Phone
- Call attempt history (no answer, busy, etc.)
- Delivery confirmation, with length of call
- Keypress notification (interactive call results)
- Email sent to (with time stamp)
- Text sent to (with time stamp)

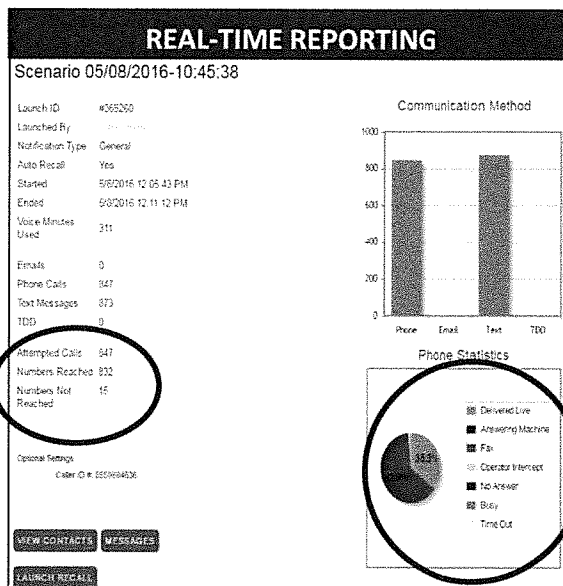


Figure 6 confidential & proprietary

TWO UNIQUE MOBILE APPLICATIONS

The CodeRED solution provides for multiple, integrated mobile solutions to enhance the County's communication initiatives and streamline operations:

CodeRED Mobile Launcher App

The CodeRED Mobile Launcher App allows message initiators to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications via all modes of dissemination. The app provides detailed, real-time statistics to analyze each notification.

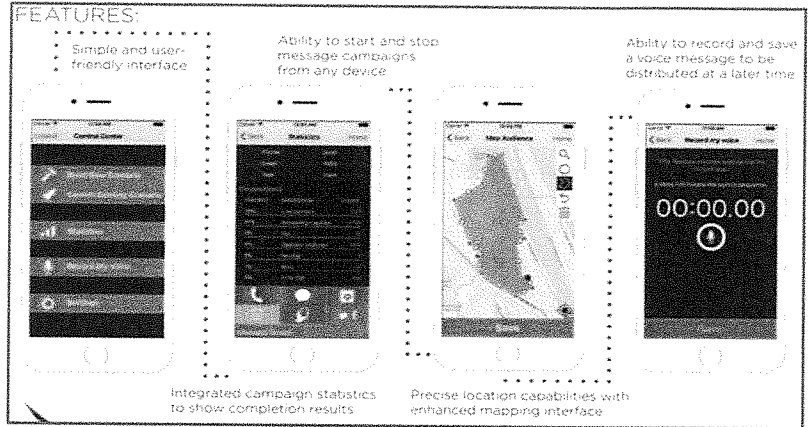


Figure 7 confidential & proprietary

From any smartphone device or tablet connected to the Internet, message initiators can create and send emergency messages to residents and visitors simultaneously. Geo-targeted messages are delivered to a precise location or within a specified radius to ensure that, the right people receive the information they need to take immediate action and remain safe.

This industry-leading mobile solution is ideal for use at the scene of an event to issue critical alerts, or to create ad hoc emergency notifications. Message initiators can create messages on the spot or send pre-created messages via voice, email, text, social media, and the CodeRED Mobile Alert app. It is simple, easy, and available for all iOS, Android, and Windows devices. The CodeRED Launcher App is the most efficient way to communicate with both residents and staff, when seconds count.

CodeRED Mobile Alert App

OnSolve also uniquely offers the CodeRED Mobile Alert app, which will allow the County to contact those who are not registered in the County's database, as well as individuals who live outside the region. The CodeRED Mobile Alert app is available for free download to any Android or iOS, device.

Using the software's geo-aware technology, subscribers receive relevant notifications wherever they are located when an alert is issued. This functionality expands the reach of messages sent by CodeRED clients to any visitors entering their jurisdictions while continuing to protect residents whenever they travel outside their local area.

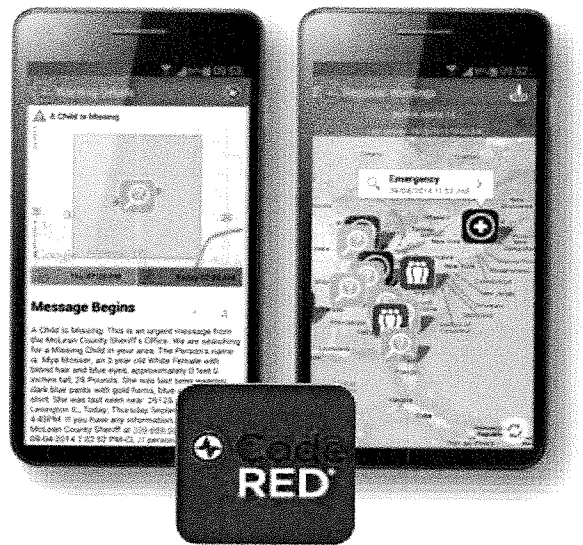


Figure 8 confidential & proprietary

SOCIAL MEDIA CAPABILITIES

OnSolve understands the County's need to maximize its efficiency by delivering alerts through a variety of social media platforms. The CodeRED solution will allow the County's message initiators to disseminate messages via Facebook, Twitter, and RSS feeds to ensure all avenues of notification are included.

The CodeRED Mobile Alert app also includes a social sharing feature. This allows message recipients to promote emergency and general notifications such as severe weather warnings, missing persons, boil water advisories, and more across their personal social media platforms.

Sharing could not be easier. To share a notification to personal social media platforms, a recipient must first have downloaded the free CodeRED Mobile Alert app on any Android, Apple or Windows device. As notifications are received, the recipient can select alerts of interest and tap the "share" button on their device. Alerts may be shared to their preferred personal social media platforms (i.e. Twitter, and Facebook), or they can be sent via email or text directly to other individuals.

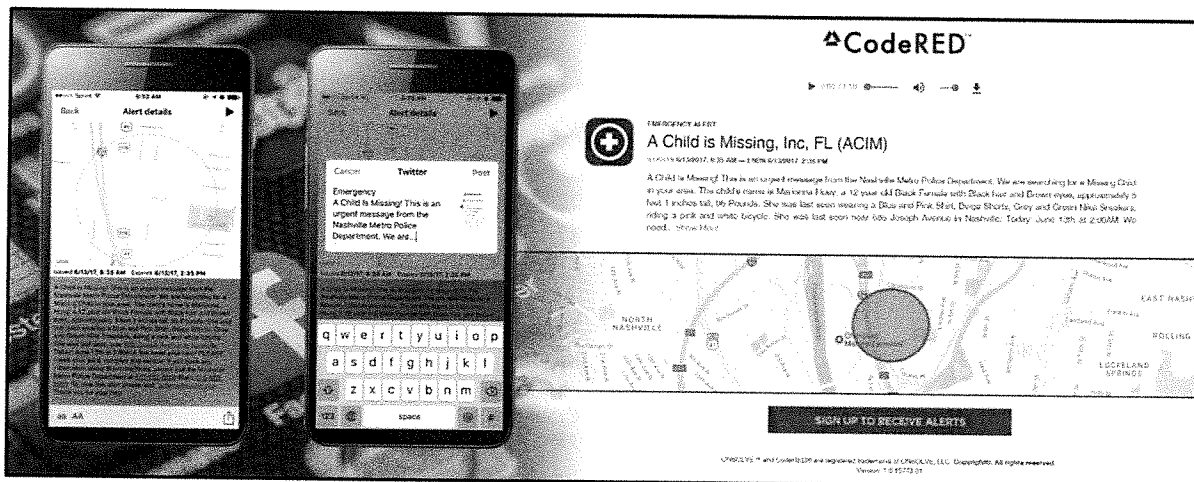


Figure 9 confidential & proprietary

Community Notification Enrollment (CNE)

The CodeRED solution recognizes the importance of providing information to the public about the service. The online resource library within the user interface provides a variety of marketing materials that the County can customize and utilize for this purpose. The CodeRED Client Support Team will also work with the County to determine how to best make the public aware of CodeRED and how to opt-in. Each community is different and it's best to tailor public outreach based on what will be most effective for your community.

OnSolve understands the County's desire to increase contact data for its stakeholders. The CodeRED solution provides a web-based Community Notification Enrollment (CNE) portal the County will be able to make accessible through your website. The County will be able to personalize the CNE by adding a logo or other descriptive information for recognition and branding. Residents and businesses will be able to register for notifications using an address and providing at least one point of contact (phone number, email, etc.) The CNE portal will allow for registration of phone numbers, email addresses, and text numbers they would like to receive notifications. Multiple points of contact may be listed, allowing residents to supply any contact data for all occupants at that address. Residents may also indicate if they are a TDD/TTY user to receive notifications in that manner.

Residents/subscribers are required to opt-in to receive Emergency Notifications and will have the ability to choose if they would like to opt-in for General Notifications. Additionally, the County can elect to add Community Groups to the CNE for more tailored, informational notifications, such as Traffic Alerts, Crime Watch Info, or any other groups that may be appropriate.

Residents/subscribers have the option to create a managed account for the ability to update or make changes to their contact data as needed. The CNE also features Single-Sign-On ability allowing residents to utilize their existing Google, Facebook, or Twitter credentials to opt-in. This simplifies the enrollment process which is important to residents/subscribers.

The CNE data is automatically geocoded and added to the County's database making them immediately available for use for targeted geographic notifications.

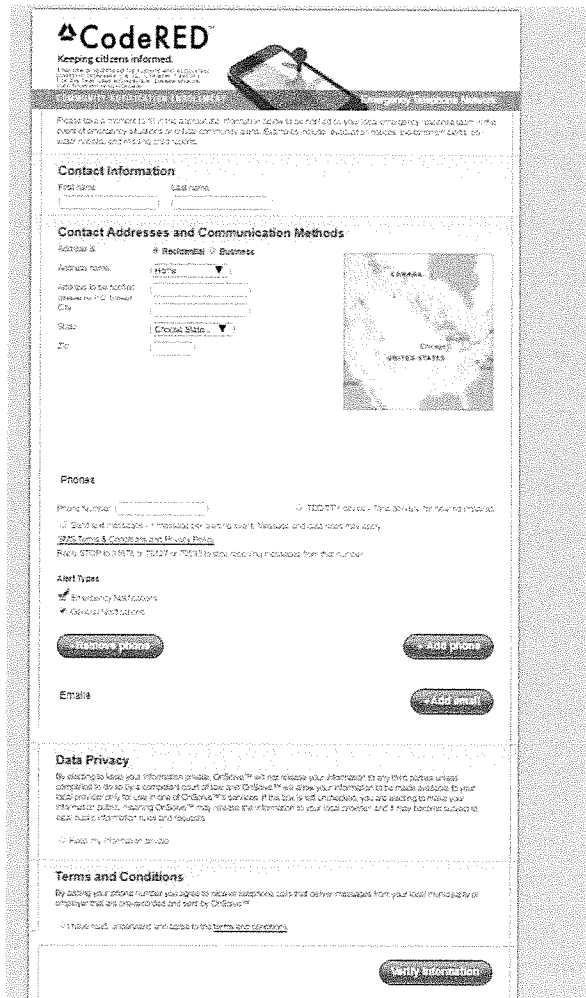


Figure 10 confidential & proprietary

Company Stability and Capacity

For more than 20 years, OnSolve has offered a cloud-based Software as a Service (SaaS) solution that enables officials to communicate time-sensitive, personalized messages via voice, email, text and desktop messages as well as social media. OnSolve is the largest provider of Mass Notification Solutions throughout the United States and Canada.

OnSolve has innovative processes that make mass notifications more accurate, efficient and cost effective. Our track record of growth is evidence of our financial strength to support the management and deployment of the County’s high-speed emergency notification project. Highlights of our history that have made OnSolve uniquely positioned to address the needs of clients today and tomorrow include:

- ⌚ 1998: OnSolve implemented our critical emergency notification system giving organizations the ability to deliver mass notifications.
- ⌚ 2015: OnSolve, formerly known as Emergency Communications Network (ECN), was purchased by Veritas Capital, a leading, multi-billion-dollar private equity firm that invests in technology companies providing critical solutions to government and commercial clients worldwide.
- ⌚ 2016: As part of our sustained focus to leverage state-of-the-art technology to drive enhanced market solutions, OnSolve acquired MIR3 Inc., a global provider of mass notifications to more than 80 of the Fortune 100 companies. MIR3 has been in use since 2002.
- ⌚ 2017: OnSolve acquired Send Word Now, another global leader in enterprise notifications solutions.

OnSolve’s private SSAE-16 certified data centers are geographically dispersed across the three major U.S. power grids. The triple-redundant facilities are connected through OnSolve’s managed private network to ensure high capacity performance with the ability to operate separately, if needed, for automatic data recovery. This infrastructure exceeds industry standards and ensures the most secure and stable system capabilities.

The CodeRED solution utilizes a delivery model that leverages OnSolve’s massive dedicated network capacity to contact all devices simultaneously. OnSolve endeavors to set realistic expectations for the County. A full-scale system is conducted to determine local telco capacity to ensure maximum delivery at the appropriate rate for local infrastructure.

OnSolve has proven real-world examples that prove the ability to delivery large-scale notification campaigns. During Hurricanes Harvey and Irma **over 51 million** messages were sent across the OnSolve platforms. These were both multi-day incidents that impacted thousands of our customers, and even our own headquarters in Ormond Beach, FL.

Implementation and Training

Implementation Timeline

Because the CodeRED solution is delivered as a SaaS platform, implementation and set-up are straightforward. All implementation services are included in the cost for the CodeRED solution. Since the CodeRED solution is Web-based, implementation is simple. The County will sign the OnSolve service agreement, provide any data to integrate, identify internal users who will receive access permissions, and dedicate 1 -2 hours for training.

| SAMPLE IMPLEMENTATION TIMELINE | | |
|--|-----------------|--------------------------|
| OBJECTIVE: Develop Training and Implementation Plan with the County's Project Manager | | |
| Activities | Timeline | Responsible Party |
| TASK: Conduct Project Start-Up Activities | | |
| Signed contract returned | Day 1 | The County |
| OnSolve portal client set up | Day 1 | Contract Specialist |
| CRM client set up | Day 1 | OnSolve Client Support |
| Dedicated client support team assigned | Day 1 | OnSolve Client Support |
| Send contact information to client support team | Day 1 | The County |
| TASK: Establish CodeRED System For PW | | |
| PW welcomed/project plan established | Day 3 | OnSolve Client Support |
| Set up user accounts | Day 3 | OnSolve Client Support |
| Set up Client Group Notification Enrollment page(s) | Day 3 | OnSolve Client Support |
| Assist with the migration of any supplied data | Day 4 | OnSolve Client Support |
| Verify contact information in data | Day 4 | OnSolve Client Support |
| TASK: Training | | |
| Schedule series of training sessions for users | Day 5 | The County /OnSolve |
| Training complete | Day 6 | OnSolve Client Support |
| Local telephone network load testing | Day 6 | The County /OnSolve |
| Ongoing training opportunities (optional, voluntary) | Ongoing | The County /OnSolve |
| New features training (recommended, voluntary) | Ongoing | The County /OnSolve |
| Monthly training (recommended, voluntary) | Ongoing | The County /OnSolve |
| System Customization (Optional) | | |
| If applicable, solution customization and creation of development schedule consisting of tasks and milestones with mutually agreed upon dates. | | |

OnSolve Customer Support

OnSolve believes that “service” plays a critical part in providing a Software-as-a-Service solution. OnSolve provides live, 24/7/365 client services through our in-house team of highly trained technicians at no additional charge. OnSolve’s Customer Support Team, will work with the County and be available for any assistance required. the County can reach your dedicated support staff at any time via our website or toll-free number, a unique feature in the industry. OnSolve will never limit the number of times clients can receive support from our in-house staff of technicians. These unlimited services also include new user training, ongoing training, refresher courses, and true 24/7/365 support.

OnSolve client support services are especially beneficial to clients during emergency events that call for a quick response time. For example, if a new dispatcher unfamiliar with the system is on duty and a shelter in place alert needs to be activated, the dispatcher can call OnSolve’s client support team and have the call activated within seconds. During a serious emergency situation, the County cannot afford to rely on these limiting services.

Our 24/7/365 Network Operations Center (NOC) is tasked with persistent monitoring of the operational status of our infrastructure and system performance. The NOC handles system alerts which may indicate a problem has been detected and is trained to notify client service agents immediately to relay and events which effect active services. Regular backups are performed to secondary storage media for even greater recoverability. OnSolve's triple-redundant data centers have backup capabilities both onsite and offsite. Backups are performed virtually in real-time using snapshot technology and bit-level replication.

Data Management Services

OnSolve’s team of highly trained professionals provide extensive data management services for the County that includes assisting with the migration of any existing data into the CodeRED solution. During implementation, the CodeRED Client Support Team will work with the County to determine the best method for building the County’s database. Multiple methods are available to import the County’s data, including a simple import using a .csv file within the user interface, through our API, or using an FTP site. The CodeRED Client Support Team will provide any templates or information needed to ensure migration is efficient and data is accurately imported. The County may also supply E9-1-1 data, Utility data, as well as any data for internal contacts, such as HR databases.

OnSolve Data Management Services offer the following services to ensure a robust, efficient calling database for the County.

- 🔄 Data integration
- 🔄 Geo-coding
- 🔄 De-duplication
- 🔄 Data scrubbing
- 🔄 Data cleansing
- 🔄 And much more

Training

OnSolve will provide live and/or on-line training webinars for the County staff. Ongoing training sessions can be scheduled at any time. OnSolve understands the need to provide refresher training, as well as continuing sessions for new system users. To accommodate this need, the OnSolve Client Support Team is always ready to assist.

Instruction is administered through webinars, conference calls, video chat, customized online recordings, etc. This ongoing service is included in the proposed pricing for this project.

We understand that everyone learns differently. As a result, one-on-one training sessions are available as needed to ensure all system users are fully proficient in their use of the system.

OnSolve offers a variety of training materials to ensure each user is fully proficient in the system. These resources complement the intuitive design of CodeRED, resulting in an extremely user-friendly experience. Resources are available within the user interface and monthly webinars are held on a variety of topics that any client may attend at their convenience.

| ONSOLVE SYSTEM TRAINING RESOURCES | |
|--|---|
| Live Webinars | Unlimited, live webinars may be held for the County at your convenience. |
| Tailored Videos | Tailored, recorded training sessions will be available, as well as illustrated user manuals. |
| Conference Workshops | OnSolve plans to work closely with the County to provide annual training through conference workshops. We will also conduct a CodeRED user workshop each quarter for you to optimize your system knowledge, develop emergency notification system plans, and share best practices. |
| Resource Library | The County will have access to the online Resource Library which includes software FAQs, video tutorials, and user manuals. This tool is available directly from the CodeRED interface. Authorized users can access information and print resources, as desired, to use during future training sessions. |
| IPAWS Training | OnSolve provides training on additional subject matter centered on emergency management including IPAWS, improving opt-in rates, and message creation-controlled exercises. |

References

OnSolve provides the following references for the County's consideration. The mid-west references were selected based on similar population and use-case to Sangamon County.

Confidential & proprietary

| Reference 1 | Detail |
|-----------------------------|---|
| Company Name: | Polk County/City of Des Moines, IA (population: 481,830) |
| Project Description: | CodeRED and IPAWS (<i>client since 2009</i>) |
| Contact Name: | AJ Mumm, Emergency Management Director |
| Phone Number: | 515-286-2107 |
| Email Address: | Aj.mumm@polkcountyiowa.gov |
| Reference 2 | Detail |
| Company Name: | Brown County/City of Green Bay, WI (population: 262,052) |
| Project Description: | CodeRED and IPAWS (<i>client since 2016</i>) |
| Contact Name: | Jerad Preston, Emergency Management Director |
| Phone Number: | 920-391-7401 |
| Email Address: | Preston_jd@co.brown.wi.us |
| Reference 3 | Detail |
| Company Name: | Peoria County/City of Peoria, IL (population: 183,011) |
| Project Description: | CodeRED and IPAWS (<i>client since 2008</i>) |
| Contact Name: | David Tuttle, ECC Manager |
| Phone Number: | 309-494-8035 |
| Email Address: | dtuttle@ci.peoria.il.us |
| Reference 4 | Detail |
| Company Name: | Madison County, IL (population: 265,428) |
| Project Description: | CodeRED, CodeRED Weather Warning and IPAWS (<i>client since 2012</i>) |
| Contact Name: | Mary Kate Brown, Deputy Emergency Management Director |
| Phone Number: | 618-296-5907 |
| Email Address: | mkbrown@co.madison.il.us |
| Reference 5 | Detail |
| Company Name: | Washington County, MN (population: 256,348) |
| Project Description: | CodeRED and IPAWS (<i>client since 2011</i>) |
| Contact Name: | Darlene Pankonie, 911 Communications Division Manager |
| Phone Number: | 651-430-7833 |
| Email Address: | Darlene.pankonie@co.washington.mn.us |

Pricing Proposal – Three Usage-based Offerings

| Option A - Flexible Use Plan | 1-year contract |
|--|---------------------|
| <u>Software</u> | |
| 300,000 voice minutes, replenished annually | <i>included</i> |
| Unlimited SMS texting, email, and social media messaging | <i>included</i> |
| Unlimited CodeRED Mobile App messaging | <i>included</i> |
| Unlimited Weather Warnings (automatic, NWS-based, polygon-driven) | <i>included</i> |
| Full IPAWS Integration - Unlimited use for WEA, EAS, NWEM, COG-to-COG, Public Alerts Feed and JITC Testing | <i>included</i> |
| Website Widget for recent public facing notification look-up | <i>included</i> |
| OnSolve standard Esri-based mapping | <i>included</i> |
| Language translation (up to three languages from available language list) | <i>included</i> |
| Custom geo-coding using client supplied center-line data | <i>included</i> |
| RealCall® Message Delivery System | <i>included</i> |
| Universal ANI® technology for streamlined call-backs and relief of inbound call pressure during an emergency event | <i>included</i> |
| Unlimited user accounts and pass codes with role-based permission settings | <i>included</i> |
| Unlimited Contact Groups and Tags for internal staff notification | <i>included</i> |
| Unlimited pre-created scenarios and pre-created messages | <i>included</i> |
| Unlimited use of the CodeRED Launcher mobile application | <i>included</i> |
| Detailed job statistics with full disposition reports | <i>included</i> |
| <u>Services</u> | |
| CodeRED system set-up, on-going operation | <i>no cost</i> |
| Live 24/7/365 client support team | <i>no cost</i> |
| Unlimited live web-based training | <i>no cost</i> |
| Design and hosting of Community Notification Enrollment (CNE) webpage | <i>no cost</i> |
| Managed data services with integration and geo-coding of client-supplied data | <i>no cost</i> |
| Validata Processing | <i>no cost</i> |
| Complimentary All Call (initial system-wide test) | <i>no cost</i> |
| Total Annual Price | \$ 20,000.00 |

| Option B - Unlimited Emergency Plan | 1-year contract |
|--|---------------------|
| Software | |
| Unlimited calling for emergency use | <i>included</i> |
| 175,000 general (non-emergency) voice minutes, replenished annually | <i>included</i> |
| Unlimited SMS texting, email, and social media messaging | <i>included</i> |
| Unlimited CodeRED Mobile App messaging | <i>included</i> |
| Unlimited Weather Warnings (automatic, NWS-based, polygon-driven) | <i>included</i> |
| Full IPAWS Integration - Unlimited use for WEA, EAS, NWEM, COG-to-COG, Public Alerts Feed and JITC Testing | <i>included</i> |
| Website Widget for recent public facing notification look-up | <i>included</i> |
| OnSolve standard Esri-based mapping | <i>included</i> |
| Language translation (up to three languages from available language list) | <i>included</i> |
| Custom geo-coding using client supplied center-line data | <i>included</i> |
| RealCall® Message Delivery System | <i>included</i> |
| Universal ANI® technology for streamlined call-backs and relief of inbound call pressure during an emergency event | <i>included</i> |
| Unlimited user accounts and pass codes with role-based permission settings | <i>included</i> |
| Unlimited Contact Groups and Tags for internal staff notification | <i>included</i> |
| Unlimited pre-created scenarios and pre-created messages | <i>included</i> |
| Unlimited use of the CodeRED Launcher mobile application | <i>included</i> |
| Detailed job statistics with full disposition reports | <i>included</i> |
| | |
| Services | |
| CodeRED system set-up, on-going operation | <i>no cost</i> |
| Live 24/7/365 client support team | <i>no cost</i> |
| Unlimited live web-based training | <i>no cost</i> |
| Design and hosting of Community Notification Enrollment (CNE) webpage | <i>no cost</i> |
| Managed data services with integration and geo-coding of client-supplied data | <i>no cost</i> |
| Validata Processing | <i>no cost</i> |
| Complimentary All Call (initial system-wide test) | <i>no cost</i> |
| Total Annual Price | \$ 25,000.00 |

| Option C - Fully Unlimited Use Plan | 1-year contract |
|--|---------------------|
| Software | |
| Unlimited calling for emergencies and general | <i>included</i> |
| Unlimited SMS texting, email, and social media messaging | <i>included</i> |
| Unlimited CodeRED Mobile App messaging | <i>included</i> |
| Unlimited Weather Warnings (automatic, NWS-based, polygon-driven) | <i>included</i> |
| Full IPAWS Integration - Unlimited use for WEA, EAS, NWEM, COG-to-COG, Public Alerts Feed and JITC Testing | <i>included</i> |
| Website Widget for recent public facing notification look-up | <i>included</i> |
| OnSolve standard Esri-based mapping | <i>included</i> |
| Language translation (up to three languages from available language list) | <i>included</i> |
| Custom geo-coding using client supplied center-line data | <i>included</i> |
| RealCall® Message Delivery System | <i>included</i> |
| Universal ANI® technology for streamlined call-backs and relief of inbound call pressure during an emergency event | <i>included</i> |
| Unlimited user accounts and pass codes with role-based permission settings | <i>included</i> |
| Unlimited Contact Groups and Tags for internal staff notification | <i>included</i> |
| Unlimited pre-created scenarios and pre-created messages | <i>included</i> |
| Unlimited use of the CodeRED Launcher mobile application | <i>included</i> |
| Detailed job statistics with full disposition reports | <i>included</i> |
| Services | |
| CodeRED system set-up, on-going operation | <i>no cost</i> |
| Live 24/7/365 client support team | <i>no cost</i> |
| Unlimited live web-based training | <i>no cost</i> |
| Design and hosting of Community Notification Enrollment (CNE) webpage | <i>no cost</i> |
| Managed data services with integration and geo-coding of client-supplied data | <i>no cost</i> |
| Validata Processing | <i>no cost</i> |
| Complimentary All Call (initial system-wide test) | <i>no cost</i> |
| Total Annual Price | \$ 29,000.00 |