

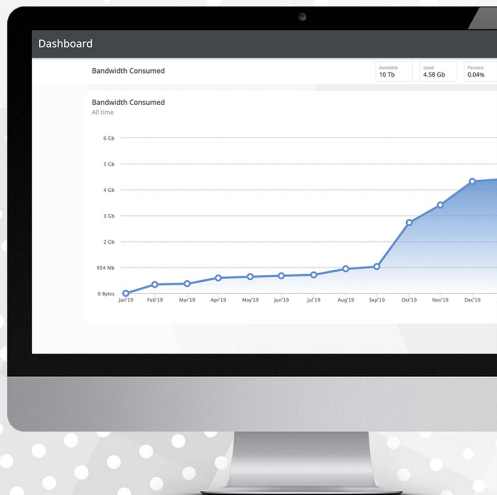


Reliable Content. Innovative Delivery.

Quote for BeReadyLexington UNITE App

Presented to:

Dugger, Patricia
LFUCG Division of Emergency Management
115 Cisco Rd
Lexington, KY 40504 USA



QuickSeries Publishing Inc.

5100 NW 33rd Avenue, suite 247, Ft. Lauderdale, FL 33309

Phone: 1-800-361-4653 | Fax: 1-877-329-3291 | quickseries.com

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QUOTE AND LICENSING CONDITIONS

BILL TO

Dugger, Patricia
LFUCG Division of Emergency Management
115 Cisco Rd
Lexington, KY 40504 USA

Table with 2 columns: Item, Amount. Rows include SUBTOTAL: \$17,532.00, TAXES (0%): \$0.00, TOTAL QUOTE: \$17,532.00, PAYMENTS: \$5,844.00/year

Maximum 4 TB of traffic per year and 1 TB of data storage
Including 3 TB of traffic per year for eGuides
Additional Data
Traffic: \$ 180 / TB per year, charged in increments of 1 TB
Storage: \$ 360 / TB per year, charged in increments of 1 TB

Mobile App Name

20-002003 BeReadyLexington App

Users

Up to 25,000

Contract Duration

3 Years

Payment Terms

Yearly

Main product table with columns: Product Code, Description, Unit, Duration, Price per year, Total. Includes System and Modules sections.

Product Code	Description	Unit	Duration	Price per year	Total
40-0010	eGuide Library	1	3 years	\$0.00	\$0.00
eGuides					
02-1255-000-01	Coronavirus Disease 2019 (COVID-19)	1	3 years	\$0.00	\$0.00
02-0570-000-01	Family Preparedness	1	3 years	\$0.00	\$0.00
02-0155-000-01	Emergency Preparedness for People with Access and Functional Needs	1	3 years	\$0.00	\$0.00
02-0809-000-01	Winter Storms and Extreme Cold	1	3 years	\$348.00	\$1,044.00
02-0930-000-01	Thunderstorms and Lightning - How to Stay Safe in	1	3 years	\$348.00	\$1,044.00
02-0573-000-01	Tornado Preparedness	1	3 years	\$348.00	\$1,044.00
Content Services					
27-000003	Editorial Services - 6 hour block	1	3 years	\$0.00	\$0.00



Modules Confirmation

The QuickSeries app comes with access to the full range of modules below as well as three different types of user management options. The number of modules you activate is up to you. You can choose the modules that you need and leave out those that you don't want. Adding new modules to your app can be done at any time.

Included in System Configuration

Mobile Application

Native iOS & Android mobile apps

- Branded UI
- QuickSeries® Reader technology
- 508 compliant

Administrative Portal

Web-based portal

- Analytics dashboard
- Rich-text editor to create dynamic content
- No software to download
- Update content instantly









Authoring Tool




Web-based publishing and authoring environment for creating custom, interactive eDocs.





- Content management system
- Draft to publish workflow and collaboration
- Drag-and-drop interactive elements
- Intuitive & easy-to-use

Activated Modules in Your Resource App

Module	Main Functions	Suggested Use	Active	Qty
Administrative Portal	The Administrative Portal can be accessed at any time from any Web browser running on a desktop or mobile device with Internet connectivity.	→ Instantly keep your App users updated with new content.	<input checked="" type="checkbox"/>	1
FEMA/NWS Alerts	Configure the types of notications app users receive from FEMA/NWS based on severity, certainty, status, urgency, response type and location.	→ Notify all app users about current or imminent incidents, emergencies and disasters via FEMA/NWS integration.	<input checked="" type="checkbox"/>	1
Maps	<p>Create locations, evacuation routes and zones using our simple mapping tools</p> <p>Upload your existing GIS files to easily manage and import your existing locations, routes and zones (polygons)</p> <p>Update the evacuation road conditions by creating segments (legs) or detours in real-time</p>	→ Users can view up-to-the-minute information on the availability of evacuation routes, shelters and zones.	<input checked="" type="checkbox"/>	1

Module	Main Functions	Suggested Use	Active	Qty
 Make Your Plan	Encourage app users to prepare for any emergency with information and tools.	<ul style="list-style-type: none"> → App users can quickly and easily create and share emergency plans. → Personalized checklists help app users shop for supplies and prepare go-kits. 	<input checked="" type="checkbox"/>	1
 Authoring Tool	Web-based publishing and authoring environment for creating custom interactive eDocs	<ul style="list-style-type: none"> → Content management system with versioning → Draft to publish workflow and collaboration → Drag-and-drop interactive elements → Intuitive, easy-to-use content upload → Updates instantly → Dynamic Glossary Manager links defined terms across all publications 	<input checked="" type="checkbox"/>	1
 Assessments and Quizzes	Build and deliver multiple-choice tests and assessments on any topic.	<ul style="list-style-type: none"> → Assess readiness, status or knowledge. → Represent results with a score or rating. → Submit results to the app administrator. 	<input checked="" type="checkbox"/>	1
 Module Access Codes	Control access to content and functionality on a feature-to-feature basis.	<ul style="list-style-type: none"> → Tailor the app experience to multiple audiences. → Restrict highly sensitive content or functionality to authorized members. 	<input checked="" type="checkbox"/>	1
 PDF Library	A library of PDF documents	<p>Upload any PDF you want to make available to your community:</p> <ul style="list-style-type: none"> → Policy documents → Step-by-step instructions with illustrations 	<input checked="" type="checkbox"/>	1
 Welcome Message	A free-form WYSIWYG text editor for delivering any kind of message	<ul style="list-style-type: none"> → welcome message. → An introduction to your organization and its history. → Update the content instantly and as often as you like. 	<input checked="" type="checkbox"/>	1
 eGuide Library	A virtual bookshelf of eGuides	<p>Deliver relevant, lasting information in an engaging format:</p> <ul style="list-style-type: none"> → Company policy documents → Purchased eGuides 	<input checked="" type="checkbox"/>	1
 Forms & Reporting	Allow app users to complete, save, submit and share completed forms. Receive, view and share real-time feedback.	<ul style="list-style-type: none"> → Receive in-the-field reports of incidents. → Obtain customer surveys and feedback. 	<input checked="" type="checkbox"/>	1

Module	Main Functions	Suggested Use	Active	Qty
 FAQ Module	A categorized bank of questions and answers	<ul style="list-style-type: none"> → Cover any topic suited to the question and answer format: policies, best practices, subject matter expertise, technical support, employee benefits, etc. 	<input checked="" type="checkbox"/>	1
 Video Library	A selection of videos	<ul style="list-style-type: none"> → Link to videos uploaded and hosted on an online video site that you want users to watch in-app. 	<input checked="" type="checkbox"/>	1
 Event Schedule	Publicize your calendar of events.	<ul style="list-style-type: none"> → Link from the event details to a website where app users can register or purchase tickets. → Users can save events to their personal calendar on their device. 	<input checked="" type="checkbox"/>	1
 Resources	A versatile tool for delivering searchable and categorized information. A map view of all resources with an address.	<ul style="list-style-type: none"> → Provide a categorized directory of relevant contacts, businesses and services. → Create a searchable glossary of terms or a bank of codes and their definitions. → Help app users easily get directions to a service. 	<input checked="" type="checkbox"/>	1
 Checklists	Build and deliver a selection of custom checklists to help app users track steps, tasks, progress or items.	<ul style="list-style-type: none"> → Supply emergency preparedness checklists → Provide job safety tasks and procedures. 	<input checked="" type="checkbox"/>	1
 News Module	Articles with photos and RSS feeds. Push notifications to alert users when new articles are posted.	<ul style="list-style-type: none"> → Deliver a range of content: news and updates, details about events, programs and courses or information about partners and sponsors. → Use push notifications to remind users of important information and events. 	<input checked="" type="checkbox"/>	1
 Public User Registration	Require app users to provide information to gain access to some or all of the app's functions.	<ul style="list-style-type: none"> → Obtain and track user demographics. → Survey user preferences. → Obtain user contact information. 	<input type="checkbox"/>	
 Private User Registration	Invite specific people to download the app.	<ul style="list-style-type: none"> → Restrict app use to only those people you want to grant access to. 	<input type="checkbox"/>	

Title	Qty
<p>02-0573-000-01 - Tornado Preparedness</p> <p>Is your family prepared for a tornado? This guide offers emergency plans for protecting yourself and your loved ones before, during and after a tornado.</p> <ul style="list-style-type: none"> → Basic information on tornadoes → Talking to kids → Protecting your home → Common safety hazards and prevention 	 <p>1</p>
<p>02-0930-000-01 - Thunderstorms and Lightning - How to Stay Safe in</p>	<p>1</p>
<p>02-0809-000-01 - Winter Storms and Extreme Cold</p> <p>Is your family prepared for a winter storm? This eGuide offers emergency plans for protecting yourself and your loved ones before, during and after a winter storm.</p> <ul style="list-style-type: none"> → Basic information on winter storms → Prepare for outdoors → Protecting your home for winter → Common safety hazards and prevention 	<p>1</p>
<p>02-0155-000-01 - Emergency Preparedness for People with Access and Functional Needs</p> <p>While each person's abilities and needs are unique, everyone can take steps to prepare for all kinds of emergencies. This eGuide outlines measures persons with disabilities and medical concerns and their families, friends and caregivers can take to prepare.</p> <ul style="list-style-type: none"> → Know the basics → Emergency kit essentials → Self-assessment and personal support network 	 <p>1</p>
<p>02-0570-000-01 - Family Preparedness</p> <p>When disaster strikes, taking care of your family is your number one priority. Learn how to provide for your family's (including children, those with access and functional needs, and pets) most basic needs.</p> <ul style="list-style-type: none"> → Emergency supply kits and plans for various situations and persons → Shelter in place → Utilities shutoff 	 <p>1</p>
<p>02-1255-000-01 - Coronavirus Disease 2019 (COVID-19)</p> <p>As the threat of coronavirus lurks closer to home in the U.S., educate your citizens on how to stop the spread of COVID-19 and prepare for a possible pandemic. * Know the Facts * What to Do if You Are Sick * Plan for a COVID-19 Outbreak</p>	 <p>1</p>

Content Services

Title	Qty
<p>27-000003 - Editorial Services - 6 hour block</p> <p>QuickSeries editors and designers will work with you to adapt your content to any app module. This includes, but is not limited to:</p> <ul style="list-style-type: none">→ Creating news articles for your app using your content→ Adapting your content for use in checklists, assessments and reports→ Creating infographics you can use in your app <p>This package includes 6 hours of editorial services for each year of your contract.</p>	1



Purchase Agreement & Licensing Conditions

The above Purchase Agreement and Licensing Conditions (the "**Purchase Agreement**"), is subject to the terms and conditions of the attached Terms of Service and its Schedules (the "**Terms**"), which, together with the Purchase Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof (the "**Agreement**") and this Agreement supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to modify this Agreement. By executing this Purchase Agreement, Client expressly agrees to the terms hereof and to be bound by the Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Terms.

This Agreement will commence **60 days after** the delivery of the "Administration Portal" (as defined in the QuickSeries Terms of Service) by QuickSeries and will terminate **3 years** after this date.

The Purchase Agreement may be executed in counterparts (including by electronic transmission). Any such counterparts will constitute an original and will be taken together to constitute one and the same instrument. In consideration of the mutual promises and covenants contained in the Agreement, the Parties agree to be bound by the Agreement. Each Party represents and warrants that its representative, whose signature appears hereinafter, is authorized to sign the Agreement.

In Witness Whereof, the Parties have executed the Agreement as of **September 10, 2020** (the "**Effective Date**").

The Client

By: _____

Name: _____

Title: _____

QuickSeries Publishing Inc.

By:  _____

Name: **Jason Perkins** _____

Title: **Account Manager** _____

QuickSeries Terms of Service

1. Definitions

For the purposes of this Agreement:

- 1.1 **“Activation Date”** means the date that is 60 days after the delivery by QuickSeries to Client of the Administrative Portal;
- 1.2 **“Administrative Portal”** has been delivered when the client receives an email invitation from QuickSeries and creates their password;
- 1.3 **“Affiliate”** means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For the purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity;
- 1.4 **“Application”** means the iOS/Android mobile application provided by QuickSeries to Client pursuant to these Terms and as detailed in the Purchase Agreement;
- 1.5 **“Documentation”** means any and all documentation, user manual or other information, available in writing, online or otherwise, relating to the Services, QuickSeries IP or the Work Products provided by QuickSeries to Client pursuant to these Terms or the Purchase Agreement;
- 1.6 **“End-User”** means any end-user of the Application, whether accessing the Application through a public platform (such as an App Store) or after being authorized by the Client to use the Application (such as through an invitation);
- 1.7 **“Intellectual Property”** means any and all ideas, concepts, inventions, methods, processes, know-how, works, software, computer programs and other computer software (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, layout and development tools), database, design, plans, drawings, brochures, website content, sales and advertising literature and other marketing materials, and any improvements thereon or applications or derivative works thereof, and all other forms of intellectual property, all whether or not registered or capable of such registration;
- 1.8 **“Intellectual Property Rights”** means any and all patents, copyrights, trademarks, trade names, trade secrets, moral rights, rights of publicity and privacy, and other proprietary rights, and all registrations or applications in relation to the foregoing;
- 1.9 **“Party”** means either QuickSeries or Client, as applicable, and “Parties” means QuickSeries and Client;
- 1.10 **“QuickSeries Background IP”** means all Intellectual Property that is owned, developed, created, first conceived or reduced to practice by QuickSeries, its

Affiliates, its licensors or by any third party on QuickSeries’ behalf (including QuickSeries’ subcontractors) either prior to, or independent of, the Services or Work Products provided by QuickSeries to Client pursuant to the Agreement;

- 1.11 **“QuickSeries Foreground IP”** means all Intellectual Property that is owned, developed, created, first conceived or reduced to practice by QuickSeries, its Affiliates, its licensors or by any third party on QuickSeries’ behalf (including QuickSeries’ subcontractors) in the performance of Services, including without limitation, in connection with any Work Product;
- 1.12 **“QuickSeries IP”** means, collectively, the QuickSeries Background IP and the QuickSeries Foreground IP;
- 1.13 **“Trademarks”** means trademarks, trade names, brands, trade dress, business names, domain names, designs, graphics, logos and other commercial symbols and indicia of origin whether registered or not and any goodwill associated therewith;
- 1.14 **“Administrative User”** means an employee of Client or its Affiliates or an independent contractor, consultant or agent of Client or its Affiliates who is authorized by Client to access and use the Services and who has been supplied administrative user identifications and passwords by Client (or by QuickSeries at Client’s request); and
- 1.15 **“Work Products”** means any and all materials, ideas, concepts, formats, suggestions, developments, software, computer programs and other computer software (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, layout and development tools), database, design, plans, drawings, branding, writings, brochures, website content, documents, reports, sales and advertising literature and other marketing materials, and any improvements thereon or applications or derivative works thereof, and all other forms of intellectual property, all whether or not registered or capable of such registration, in any material form or support whatsoever, that QuickSeries may acquire, obtain, develop, create, reduce to practice or discover, alone or jointly with others, in connection with the performance of the Services. For greater certainty, the Application is a Work Product.

2. Services

- 2.1 **Services.** Client hereby engages QuickSeries as an independent contractor to provide the Services set out in the Purchase Agreement. In the event of any discrepancies between the provisions set forth in these Terms and the Purchase Agreement, the provisions of these Terms shall prevail.
- 2.2 **Service Levels.** QuickSeries shall use commercially reasonable efforts to make the Services available 99.9% subject to the terms of the Service Levels set out in

Schedule 1 and any downtime or service suspension as set out in Schedule 1.

2.3 Support Services. During the term of the Agreement, QuickSeries will provide support Services to Client, which will consist in: (i) maintaining compatibility of code with the supported platforms; (ii) maintaining operability of the Services; (iii) debugging of software included in the Services or Work Products; and (iv) Administrative User assistance to access the Services. Client acknowledges and agrees that all calls into the support center may be monitored and/or recorded for quality control purposes. As part of this agreement, QuickSeries will not provide technical support and help desk services to End Users.

2.4 Updates. In no event shall QuickSeries be under any obligation to improve, to enhance, update, upgrade or otherwise make any modifications to the Services. QuickSeries shall be authorized to enhance, update, upgrade or otherwise make any modifications to the Services or Work Products at any time and at any frequency during the term of the Agreement and without providing any prior notice as long as these modifications do not change substantially the Services.

2.5 No Exclusivity. The Parties acknowledge and agree that the Agreement is not exclusive and that (i) Client shall be entitled to engage other service providers at any time and from time to time to render any similar or identical services to those provided by QuickSeries under the Agreement and (ii) QuickSeries shall be free to offer services during the term of the Agreement to any other person.

2.6 Relationship of the Parties. QuickSeries' employees are not employees of Client and shall not be entitled to receive from Client any employee related benefits whatsoever, nor shall they be entitled to participate in any pension, vacation, sick leave or other benefits provided by Client to its regular employees. QuickSeries shall not be and shall not represent itself to be a joint venturer, partner or employee of Client or to be related to Client other than as an independent contractor.

3. General Obligations

3.1 Client Obligations

(a) Mandate. Client shall execute the application developer account mandate attached in Schedule 2 (the "Mandate") and select the appropriate level of permissions and access privileges granted to QuickSeries. Client will be responsible for maintaining the Application Developer Account (ADA) active for the duration of the agreement. Failure of the Client to maintain the ADA active, causing the Application to fail or not be properly updated, shall not be a default of QuickSeries.

(b) Feedback. QuickSeries shall own all right, title and interest in and to any suggestions, requests or recommendations for improvements or

enhancement to the Services or the Work Products, or other feedback that Client (including any of the Users) may propose or make during the term of this Agreement or which Client (including any of the Users) and QuickSeries may jointly make during the term of this Agreement (collectively, "**Feedback**"). Client hereby irrevocably assigns all right, title and interest in and to the Feedback to QuickSeries and waives in favour of QuickSeries, its successors and assigns, any and all moral rights that Client has or may have in the Feedback and agrees to provide QuickSeries such assistance as it may require to document, perfect, and maintain QuickSeries' rights to the Feedback.

(c) Users. Client is responsible for all use and misuse of the Services by the Users and by Affiliates of Client or their breach of the terms of the Agreement and shall indemnify QuickSeries for any damages, costs and expenses suffered as a result of such use, misuse or breach.

(d) App Store. Client is responsible for managing its App Store presence, including monitoring its Application analytics and End-User reviews.

4. Fees

4.1 Fees. In consideration for the Services performed, the fees as set forth in the Purchase Agreement (collectively, the "Fees") will be applicable unless otherwise agreed to by both Parties.

4.2 Payment terms. The Fees shall be paid in accordance with the payment schedule set out in the Purchase Agreement.

5. Intellectual Property

5.1 QuickSeries Property. QuickSeries (or its licensors, as applicable) retains all right in and to (i) the QuickSeries IP; (ii) the Work Products; (iii) any updates, upgrades, revisions, modifications to or compilation constituted from any of the foregoing; (iv) the Documentation related to any of the foregoing; (v) all QuickSeries Trademarks; and (vi) all Intellectual Property Rights related to any of the foregoing. Client will acquire no rights or licenses to any Work Products or QuickSeries IP.

5.2 Client Property. Client (or its licensors) shall remain the owner of any and all materials and other intellectual property provided by Client to QuickSeries for the purpose of or in connection with the performance of the Services in any material form or support whatsoever ("**Client Materials**"). To the extent necessary, Client grants QuickSeries a non-exclusive, personal, non-transferable, revocable, royalty-free license to use Client Materials for the sole purpose of performing QuickSeries' obligations under this Agreement.

5.3 License of QuickSeries IP. Subject to the performance of Client's obligations hereunder (including payment

obligations), QuickSeries hereby grants to Client a fully paid-up, personal, worldwide, non-exclusive, non-transferable (except to Client's Affiliates) and non-sublicensable (except to the Administrative Users, the End-Users and Client's Affiliates) license to use all Work Products and any and all QuickSeries IP that is included in, embodied in or otherwise required to use the Work Products.

5.4 Residuals. For greater certainty and notwithstanding any provision herein to the contrary, QuickSeries shall be entitled to use the ideas, concepts and techniques relevant to any Services or Work Product that are retained in the memories of QuickSeries' personnel in other projects and products of QuickSeries.

6. Representations and Warranties

6.1 Mutual representations. Each Party hereby represents and warrants to the other Party that (i) it has the full right, power and authority to enter into the Agreement; and (ii) the entering into the Agreement and the performance of its obligations under the Agreement shall not result in a breach of or constitute a default under any agreement, restrictive covenants (such as non-disclosure or non-competition obligations) or instrument to which it is a party.

6.2 QuickSeries representations. QuickSeries hereby represents and warrants to Client that (i) it owns or holds all necessary rights to provide the Services; (ii) upon delivery, the Work Products shall have no material inherent defects and shall be virus free; (iii) to its knowledge, none of the Services or Work Products provided under this Agreement infringe on or otherwise violate any third party rights, including any Intellectual Property Rights; (vi) QuickSeries has and/or will acquire and maintain all licenses and permits required in order to perform the Services; (vii) QuickSeries has the experience, competence and skill necessary to perform the Services; and (viii) the Services will be performed in compliance in a professional and timely manner and in accordance with industry standards and practices.

6.3 Client representations. Client represents and warrants to QuickSeries that (i) it owns or holds all necessary rights to provide the Client Materials and (ii) none of the Client Materials provided to QuickSeries under this Agreement infringe on or otherwise violate any third-party rights, including any Intellectual Property Rights.

6.4 Warranty Disclaimer. EXCEPT AS SET OUT IN THIS SECTION 6, QUICKSERIES EXPRESSLY DISCLAIMS ON ITS BEHALF AND ON BEHALF OF ITS AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESS, LEGAL OR IMPLIED NOT CONTAINED HEREIN, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY. AMONG OTHERS, QUICKSERIES DOES NOT

REPRESENT OR WARRANTY AND EXPRESSLY DISCLAIMS THAT:(I)THE SERVICES, THE WORK PRODUCTS OR QUICKSERIES IP WILL MEET CLIENT'S BUSINESS REQUIREMENTS; (II) THE OPERATION OF THE SERVICES, THE WORK PRODUCTS OR QUICKSERIES IP WILL BE ERROR FREE OR UNINTERRUPTED OR, THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE OR RELIABLE; (III) ALL PROGRAMMING OR SERVICE ERRORS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED.

7. Term

7.1 Term. This Agreement will commence on the Effective Date and will terminate on the date indicated in the Purchase Agreement. The provision of the Services will commence on the Activation Date. Within 30 days after termination of this Agreement:

- (a)** The Administrative Portal will be rendered inaccessible to any Administrative User and it will not be possible to update or create additional content in the Administrative Portal.
- (b)** The Application will no longer be able to access content from the Administrative Portal (servers).
- (c)** All eGuides will be deleted from user devices. The Application itself will not be deleted from the users' devices but a message will be displayed in the Application indicating termination of Services.
- (d)** All data owned by Client will be deleted from QuickSeries' servers unless the contract is renewed. Client may renew this contract for a similar term. Prices are subject to change and cannot be guaranteed at renewal.

8. Confidentiality

8.1 Prior Non-Disclosure Agreement. If the Parties have entered into a non-disclosure agreement prior to the Effective Date, such agreement is hereby terminated and replaced in its entirety by the terms of this Section 8.

8.2 Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means (i) any and all non-public, confidential or proprietary information of a Party ("**Discloser**"), including without limitation any information relating to the existence or content of this Agreement, the Services, the Work Products, Client Materials, and each Party's products, services, activities, operations, business affairs, clients and prospects, Intellectual Property (including QuickSeries IP), technology, know-how, design rights and trade secrets, whether such information is provided orally, in writing, in computer readable form or otherwise and whether or not it is specifically identified as confidential and (ii) any copies, extracts or reproduction, in whole or in part, of any of the foregoing.

- 8.3 Disclosure.** The Party (“**Recipient**”) receiving from Discloser any Confidential Information or otherwise obtaining any Confidential Information of Discloser agrees to treat the Confidential Information as confidential to and as the property of Discloser (or of Discloser’s licensors) and to use the same degree of care which it uses with respect to its own information of like nature which, in any case, will not be less than a reasonable standard of care, to prevent disclosure of the Confidential Information. Recipient shall not disclose, allow access to, transmit or transfer Discloser’s Confidential Information to a third party without Discloser’s prior written consent; provided, however, that Recipient may disclose Confidential Information to those of its employees, consultants and subcontractors who have a need to know the Confidential Information for the purpose of this Agreement.
- 8.4 Use.** Recipient will use the Confidential Information only for the purposes of performing its obligations hereunder. For greater certainty, Recipient shall not (i) use any of the Confidential Information to compete, directly or indirectly, against Discloser’s business, products or services, (ii) use Discloser’s Confidential Information in any manner which might be detrimental to Discloser, or (iii) allow any third party to do any of the foregoing. Recipient will not copy, reproduce or store Discloser’s Confidential Information in a retrieval system or database, except as reasonably required for the purposes contemplated in this Agreement. Recipient shall notify Discloser promptly of any unauthorized use or disclosure of the Confidential Information that is brought to Recipient’s attention.
- 8.5 Ownership.** Any and all right, title and interest in and to Discloser’s Confidential Information, including all proprietary Intellectual Property Rights, shall remain the exclusive property of Discloser (or of Discloser’s licensors) and such Confidential Information shall be held in trust and confidence by Recipient for Discloser. Discloser shall retain title to all tangible media on which its Confidential Information resides, and all copies thereof. No interest, license or any right respecting Discloser’s Confidential Information, other than expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise.
- 8.6 Exceptions.** The restrictions imposed by this Section 8 shall not apply to the disclosure of the Confidential Information which (i) is now, or which hereafter, through no act or failure to act on the part of Recipient, becomes generally known or available to the public without breach of this Agreement; (ii) is known to Recipient at the time of disclosure of such Confidential Information provided that Recipient can satisfactorily demonstrate such prior knowledge by appropriate written records antedating the disclosure and that such knowledge was not gained from third parties through breach of secrecy; (iii) is hereafter furnished to Recipient in good faith by a third party without breach by such third party, either directly or indirectly, of an obligation of secrecy to Discloser; or (iv) is approved for such use or disclosure by written authorization of Recipient.
- 8.7 Legal Disclosure.** If Recipient receives a request or is required by law to disclose all or any part of the information contained in Discloser’s Confidential Information, Recipient shall, to the extent permitted by law (i) immediately notify Discloser of the existence of and the terms and circumstances surrounding the request or requirement, (ii) consult with Discloser on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (iii) at Discloser’s request and cost, take all necessary steps to seek a protective order or other appropriate remedy.
- 8.8 Return; Destruction.** Recipient shall, upon request of Discloser, immediately return to Discloser all Confidential Information and all copies thereof in any form whatsoever under the possession or control of Recipient or destroy same as directed by Discloser.
- 8.9 Injunctive Relief.** Recipient acknowledges and agrees that due to the unique nature of Discloser’s Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Recipient or third parties to unfairly compete with Discloser resulting in irreparable harm to Discloser, and therefore, that upon any such breach or any threat thereof, in addition to whatever remedies it might have in law, equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
- 8.10 Survival.** The obligations of the Parties under this Section 8 will commence on the Effective Date, and shall survive for 5 years after the termination of this Agreement.
- 9. Limitation of Liability**
- 9.1 Exclusion of Certain Damages.** QuickSeries shall not be liable and assumes no responsibility for any loss or damages arising from or in connection with (i) the modification or alteration in any manner by Client of any part of the Services; (ii) the use of any Client Materials or other software, products or services not developed or provided by QuickSeries; (iii) failure of Client to meet its obligation hereunder to provide in a timely manner any information, access or assistance to QuickSeries as required hereunder or as QuickSeries requests in order to meet its obligations; or (iv) the access or use by Client, the Administrative Users or the End-Users of any third party websites or resources that may be accessed from the Services through a link or otherwise.
- 9.2 Exclusion of Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF REVENUE OR

PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATING TO THE AGREEMENT, OR CAUSED BY ANY OF THE SERVICES, THE WORK PRODUCTS OR QUICKSERIES IP, OR THE USE, MISUSE OR INABILITY TO USE THE WORK PRODUCTS OR QUICKSERIES IP, EVEN THOUGH SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

9.3 Amount Limitation. THE TOTAL LIABILITY OF QUICKSERIES FOR CLAIMS BY CLIENT OR ANY OTHER PERSON ARISING UNDER THE AGREEMENT (INCLUDING ITS SCHEDULES AND THE PURCHASE AGREEMENT) SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO QUICKSERIES DURING THE 3-MONTH PERIOD PRECEDING THE EVENT FROM WHICH THE LIABILITY ARISES.

9.4 Claims for Infringement. If all or any portion of the Work Products, QuickSeries IP or any Service is, in QuickSeries' opinion, likely to or otherwise does become the subject of a claim for infringement of any Intellectual Property Rights, QuickSeries may, at its option and its sole cost and expense, either: (i) obtain any and all necessary authorizations, licenses or rights in order to comply with the terms of this Agreement, and for Client to be able to use the results of the Services as contemplated herein, (ii) modify the same to become non infringing provided that any such modification does not materially impair the ability of the Work Products, the QuickSeries IP or the Services, as applicable; or (iii) replace the infringing part of the Work Products, the QuickSeries IP or the Services, as applicable, with compatible, feature and functionally equivalent, and non-infringing products or documentation, as the case may be. If in QuickSeries' reasonable opinion it is not commercially reasonable for it to comply with any of (i), (ii) or (iii) above, it may upon written notice to Client, terminate this Agreement and reimburse any and all corresponding Fees paid by Client in connection therewith. The foregoing shall be QuickSeries' sole obligations and Client's sole remedy in case of a claim for infringement of any Intellectual Property Rights relating to the Work Products, QuickSeries IP or any Service.

9.5 Risk Allocation. Client acknowledges that QuickSeries pricing reflects the allocation of risk under this Agreement and the limitation of liability specified herein.

10. General Provisions

10.1 Notices. Any notice to be made by either Party to the other shall be sufficiently made if sent by prepaid first-class mail, email or delivered by hand to the Party to be served at the address and to the persons appearing on the Purchase Agreement or such other address or person as may be notified in writing by one Party to the other.

Any such notice shall be deemed to have been received, if delivered by hand, at the time of delivery or, if posted, at the time of arrival thereof at the address of the other Party, or, if sent by email, on the immediately following business day.

10.2 Publicity. Except as otherwise required by law, neither Party shall publicize or disclose to any third party the existence or provisions of the Agreement or any of the fees, terms or conditions herein, without the prior written consent of the other Party. Notwithstanding the foregoing, Client acknowledges and agrees that QuickSeries may mention, in its corporate brochures, marketing material, press releases and website, that Client is a customer of QuickSeries and uses the Services. In that regard, Client agrees that QuickSeries may use the official name and logo of Client, subject to applicable Client logo and similar policies provided in writing to QuickSeries by Client.

10.3 No Assignment. Neither Party may assign the Agreement or any of its rights or obligations under the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, that any Party may without such consent, but subject to sending a written notice to the other Party, assign the Agreement to (i) any Affiliate of such Party or (ii) to any third party in the event of a merger, the acquisition of all the shares or substantially all of the assets of such Party.

10.4 Severability. If any term, provision, or clause of these Terms or any portion of such term, provision or clause is held invalid or unenforceable, the remainder of these Terms will not be affected thereby and each remaining term, provision or clause or portion thereof will be valid and enforceable to the full extent permitted by law.

10.5 Time of the Essence. Time is of the essence in any matter relating to the performance of this Agreement.

10.6 No Waiver. Failure at any time by one of the Parties to the Agreement to insist upon performance by the other Party of any of its obligations under the Agreement shall not constitute a waiver of any subsequent default. In addition, if one of the Parties does not exercise a remedy in the event of a breach of obligations under the Agreement, such failure to exercise its rights shall not be interpreted as a waiver of any such rights in the event of any subsequent breach by the other Party.

10.7 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the commonwealth of Kentucky and the federal laws applicable therein, without reference to its principles of conflicts of laws that would require application of the substantive laws of any other jurisdiction. Each of the Parties irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of Fayette county (KY) and agrees that any dispute, action, motion, proceeding or recourse brought in relation to this Agreement by either Party shall be brought only before the courts of Fayette county (KY).



Addendum

This quote outlines functionality that will be provided in the UNITE app system, as soon as your current EOC Ready system is migrated to UNITE.

Your current EOC Ready system will be renewed and maintained up until the migration is completed.

In the period of October to December 2020, your EOC Ready app will be upgraded to and replaced by UNITE, our latest emergency preparedness and application content management technology. This is a major upgrade and improvement on the current EOC Ready system. It contains a vast number of new features, improvements and security enhancements as described in this document.

The migration will be planned and performed by QuickSeries without any service down time. All of the data currently in your EOC Ready app and portal will be transferred to UNITE on your behalf by our staff of senior engineers at no additional cost. It is our goal to keep your involvement in this process to a minimum. QuickSeries will provide you with full onboarding and training on your new UNITE system.

The migration involves the following:

New Admin Portal

The UNITE system is supported by a new secure password-protected web-based admin portal. It will be provided to your Admin users a few weeks before your UNITE system goes live.

QuickSeries will:

- Invite all required Admin users to the new portal
- Dedicate a customer success coordinator to provide you with the necessary training.

New Mobile Apps

In UNITE, the mobile applications have been completely rebuilt using the latest native technologies and industry best practices. These apps will be more robust and provide a completely redesigned user interface and experience.

Existing app users

Once the migration is completed, all existing app users will see a message that a new app is available when they launch EOC Ready. This message will also clearly state that content and emergency-related information (eGuides, alerts, etc.) within the EOC Ready app will no longer be updated. They will be provided with a message to update the App.

All users that have configured their mobile devices to automatically keep their apps up to date will be seamlessly updated. Those users who have opted to update their apps manually will be required to update to the new UNITE app from the Apple App Store or Google Play Store. The new UNITE App will replace the pre-installed EOC Ready App.

We also highly recommend that you advise your end users that the new upgraded app is available for download, using channels like social media, newsletters, etc.

New app users

Users that did not have the previous EOC Ready app installed before the migration was completed will be able to download the UNITE app directly from the app stores. The previous app will no longer be available for download after this date.

App Developer Accounts

Apple and Google require clients to register for their own app developer accounts. EOC Ready customers who have not created their own app developer accounts will be required to do so in order to be upgraded to UNITE.

EOC Ready system will be decommissioned

The EOC Ready system will be decommissioned on July 1, 2021. The EOC Ready system will not be maintained beyond this date.



Service Level Agreement

1. Service Availability

1.1 QuickSeries will use commercially reasonable efforts to maintain a 99.9% uptime for all of the Services (excluding any third-party services) (the "Service Level").

1.2 If QuickSeries does not achieve and maintain the Service Levels for each Service as described below, Client may be eligible for a credit towards a portion of its [full license, yearly, quarterly, monthly] Fees.

1.3 For the purposes of this Schedule:

- (a) 'Downtime' has the meaning set forth in the Services Specific Terms section below. For clarity purposes, Downtime does not include (i) Scheduled Downtime or (ii) unavailability of a Service due to limitations as described below and in the Services Specific Terms section.
- (b) 'Error Code' means an indication that an operation has failed, including, without limitation, an HTTP status code in the 5xx range.
- (c) 'Incident' means (i) any single event, or (ii) any set of events, that result in a Downtime.
- (d) 'Scheduled Downtime' means periods of Downtime related to network, hardware, Service maintenance or upgrades. QuickSeries will publish a notice or notify Client at least 24 hours prior to the commencement of such Scheduled Downtime.
- (e) 'Service Credit' means the percentage of the applicable [full license, yearly, quarterly, monthly] Fees credited to Client following QuickSeries' claim approval.
- (f) 'Total Minutes' means the total number of minutes in a month, less all Scheduled Downtime.

2. Claims

2.1 In order for QuickSeries to consider a claim, Client must submit such claim to QuickSeries's customer support, including all information necessary for QuickSeries to validate the claim, including but not limited to:

- (a) a detailed description of the Incident;
- (b) all information regarding the time and duration of the Downtime;
- (c) the number and location(s) of affected Users (if applicable); and
- (d) descriptions of Client's attempts to resolve the Incident at the time of occurrence.

2.2 QuickSeries will evaluate all information reasonably available to it and will determine, at its discretion, whether a Service Credit is owed to Client. QuickSeries will use commercially reasonable efforts to process claims during the subsequent month and within 10 business days of receipt. Client must be in compliance with the Agreement in order to be eligible for a Service Credit. If QuickSeries determines that a Service Credit is owed to Client, QuickSeries will apply the Service Credit to Client's applicable [full license, yearly, quarterly, monthly] Fees. For greater certainty, one claim must be made per Application.

3. Service Credits

3.1 Service Credits are Client's sole and exclusive remedy for any performance or availability issues for any Service under the Agreement. Client may not unilaterally set-off its applicable [monthly] Fees for any performance or availability issues.

Monthly Uptime Percentage	Weeks of Service added to the Service term
< 99.9%	1 week (max of 12 weeks a year)
< 99%	2 weeks (max of 16 weeks a year)
< 95%	3 weeks (max of 32 weeks a year)

4. Limitations

4.1 This Schedule and any applicable Service Level do not apply to any performance or availability issues:

- (a) Due to factors outside QuickSeries' reasonable control (including, without limitation, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to QuickSeries' data centers, including at QuickSeries' site or between Client's site and QuickSeries' data center);
- (b) That result from the use of services, hardware, or software not provided by QuickSeries, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services (such as browser plugins or other);
- (c) Caused by Client's use of a Service after QuickSeries advised Client to modify its use of the Service, if Client did not modify its use as advised;
- (d) During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by QuickSeries) or to purchases made using QuickSeries subscription credits;
- (e) That result from Client's unauthorized action or lack of action when required, or from Client's employees, agents, contractors, or vendors, or anyone gaining access to QuickSeries' network by means of Client's passwords or equipment, or otherwise resulting from Client's failure to follow appropriate security practices;
- (f) That result from Client's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Client's use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with QuickSeries' published guidance;
- (g) That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- (h) That result from Client's attempts to perform operations that exceed prescribed quotas or that

resulted from QuickSeries' throttling of suspected abusive behavior; or

- (i) For licenses reserved, but not paid for, at the time of the Incident.

5. Services Specific Terms

5.1 This Schedule and any applicable Service Level do not apply to any performance or availability issues.

5.2 Client Portal

- (a) **'Downtime'** means, with respect to Client Portal, any period of time when users are unable to use the Client Portal application to view and edit any module entries for which they have appropriate permissions.
- (b) **Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula: $((\text{Totalminutes} - \text{Downtime}) / \text{Totalminutes}) \times 100$ (where Total minutes is the number of minutes in a given month, and Downtime is the sum of the Downtime caused by every incident that occurred in said month).

5.3 iOS and Android App

- (a) **'Downtime'** means, with respect to the Application, any period of time when Users, although they properly installed the Application as per QuickSeries'

instructions, are unable to use the iOS and/or Android Application to read, write and submit data from any module for which they have appropriate permissions.

- (b) The Downtime is considered fixed when QuickSeries has provided Client with a new build that guarantees to fix the issue. Delays incurred by the Client, Apple or Google App approval process or any other delays outside of QuickSeries' control do not factor in the Downtime.

- (c) **Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula: $((\text{Totalminutes} - \text{Downtime}) / \text{Totalminutes}) \times 100$ (where Total minutes is the number of minutes in a given month, and Downtime is the sum of the Downtime cause by every incident that occurred in said month).

- (d) For greater certainty, the Application Downtime counter is stopped when QuickSeries provides the build to the client. It does not continue on until Apple and Google approves the Application.

5.4 API

- (a) The API is not publicly available and thus does not have any Service Level related to it outside of the perceived Downtime from the Client Portal and/or native Application.



App Mandate

Application Developer Account Mandate

Client hereby chooses one of the following Mandate options with regards to the maintenance of the Application for the duration of the above-mentioned licensing agreement:

Option 1: Client will provide QuickSeries with all required permissions and access privileges to its App Store Connect and Google Play Console accounts so that QuickSeries may act as an "APP MANAGER + ACCESS TO CERTIFICATES, IDENTIFIERS & PROFILES" of the Application with regards to App Store Connect and as an "ADMIN" of the Application with regards to Google Play Console account. As such, QuickSeries will be responsible for deploying and maintaining the Application in all respects BUT Client will be responsible for ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the Application. QuickSeries will be creating an extra development and distribution certificate. Apple has a limit of 3 distribution certificates per account, if this is an issue please select option 2.

Option 2: Client will provide QuickSeries with all required permissions and access privileges to its App Store Connect and Google Play Console accounts so that QuickSeries may act as an "APP MANAGER" of the Application with regards to App Store Connect and as an "ADMIN" of the Application with regards to Google Play Console account. As such, QuickSeries will be responsible for deploying and maintaining the Application BUT Client will be responsible for creating, providing and renewing all required certificates and ensuring that each account is up to date in order to allow QuickSeries to deploy updates to the Application.

Option 3: Client will NOT provide QuickSeries with any required permissions and access privileges to its App Store Connect and Google Play Console accounts. As such, QuickSeries will be responsible for building and maintaining the Application binary BUT Client will be responsible for creating, providing and renewing all required certificates, deploying any Application updates as well as maintaining the Application.

Conditions

QuickSeries shall NOT use its accesses to the Client's Apple Developer, App Store Connect or Google Play accounts for any other purpose than to support the maintenance of the Application as described in this agreement.

- QuickSeries shall use its accesses solely for the deployment and maintenance of the Application. It shall not use its accesses for any other iOS or Android applications Client may have under its Apple Developer, App Store Connect or Google Play accounts.
- QuickSeries shall be responsible for maintaining and updating the Application as required for the duration of the licensing agreement referenced above and as provided for in Client's chosen option above.
- Client will ensure that QuickSeries has all required accesses it requires in order for it to fulfill its mandate as outlined above.

- Client shall perform all acts required to be performed by it in order to properly maintain its Apple Developer and App Store Connect accounts with Apple and its Google Play account with Google and allow QuickSeries to fulfill its obligations hereunder.
- In no event will QuickSeries be liable to Client for any indirect, special, consequential, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss), arising out of or relating to this Mandate nor will QuickSeries be liable, in any case, for any damages arising for any reason beyond the control of QuickSeries (including but not limited to, any failure to deploy updates to the Application which may be attributable to Client not fulfilling its obligations hereunder or any interruption of services or delay in deploying updates attributable to an event beyond QuickSeries' control). This limitation of liability will apply regardless of the form of action.
- Client represents and warrants to QuickSeries that (i) it owns or holds all necessary rights to provide the Client Materials and (ii) none of the Client Materials provided to QuickSeries under this Agreement infringe on or otherwise violate any third-party rights, including any Intellectual Property Rights.
- Client may, at any time, change the level of permissions and access privileges granted to QuickSeries in the present Mandate.
- This Mandate shall be governed and construed in accordance with the laws of the commonwealth of Kentucky and the federal laws applicable therein.
- Client hereby mandates QuickSeries to perform all actions required to be performed in relation to the mandate option selected below.

Client hereby chooses one of the following Mandate options:

Option 1

Option 2

Option 3

Signature: _____

Name: _____

Title: _____