

ADDENDUM TO AGREEMENT FOR TELVENT DTN SERVICES

This Addendum (this "Addendum") to amend and supplement that certain Agreement for Telvent DTN services, dated October 31, 2013 (the "Agreement"), between Telvent DTN, LLC. ("Telvent DTN") and Lexington/Fayette Urban Co. Gov. ("Customer"), is entered this 18th day of March, 2014.

WHEREAS, as of the date hereof, Customer has subscribed for and Telvent DTN has agreed to provide Telvent DTN's MxVision WeatherSentry ® *SmartPhone* ("WxSentry SmartPhone"); and

WHEREAS, in connection with the provision of WxSentry SmartPhone, the parties wish to amend the Agreement as set forth herein; and


NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to amend and supplement the Agreement, effective as of the date hereof, as follows:

- 1. Use and Disclosure of Personal Data.** Customer agrees that it will comply with all applicable local, state and federal laws pertaining to the receipt and use of personal data or information of its employees, contractors, end users and/or subscribers gathered through the use of the WxSentry SmartPhone, including, but not limited to GPS location information. Customer further agrees that it will not engage in the inappropriate or illegal use or disclosure of such data or information.
- 2. Notice and Consent.** As a condition to receiving personal data or information of any employee, contractor, end user and/or subscriber of the Customer, including GPS location information, gathered through the use of the WxSentry SmartPhone, Customer agrees to provide written notice to its employees, contractors, end users and/or subscribers that such personal information may be monitored, gathered and shared with Customer. Customer agrees to further provide written notice to employees, contractors, end users and/or subscribers that they shall have no expectation of privacy with respect to the monitoring, gathering, use and disclosure of such data or information. Customer further agrees to limit its use and disclosure of any such personal information to only authorized recipients and to use such information only for legitimate business purposes.
- 3. Limitation of Liability.** TELVENT DTN IS NOT RESPONSIBLE FOR ANY INAPPROPRIATE OR ILLEGAL USE OF ITS SMARTPHONE SERVICE, AND CUSTOMER EXPRESSLY WAIVES, RELEASES AND AGREES TO HOLD HARMLESS TELVENT DTN FOR ANY USE OF ITS SMARTPHONE SERVICE OR THE USE OR DISCLOSURE OF ANY PERSONAL DATA OR INFORMATION, INCLUDING GPS LOCATION INFORMATION, THAT IS GATHERED OR MONITORED THROUGH SUCH SERVICE INCLUDING ANY SUCH INFORMATION THAT IS ALLEGED TO BE OR IS IN VIOLATION OF ANY PRIVACY OR OTHER RIGHTS.

4. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Telvent DTN for any liability, loss, cost, expense, claim, or damage, including reasonable attorneys' fees or any third party demands, claims, lawsuits, or causes of action that may be alleged or brought against Telvent DTN and which relate to or arise out of the gathering, monitoring, use or disclosure of GPS location information or other personal data of Customer's employees, contractors, end users and/or subscribers.

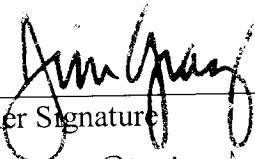
5. **Effect of Addendum.** All other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Agreement for Meteorological Services as of March 18, 2014.



Telvent DTN, LLC
March 20, 2014

Date



Customer Signature
JIM GRAY, MAYOR

Customer Name & Title (PRINTED)
LFUGG

Business Name
3/31/14

Date

