



Subscription Agreement For Weather Services

INTERNAL USE ONLY			
Date	9/11/2013	Sub #	0354892
Opportunity #		Payor #	
Sales Code		Industry	PUBLIC SAFETY
Sales Agent	Sherrri Carstens # 1651332		
		Name	
		Address	
		Sub #	
		Sales Referral Information	

Customer Information (Equipment Location; if any)		Billing Address (if different than Customer Information)		Shipping Address (if different than Customer Information)	
Business Name	LEXINGTON/FAYETTE URBAN CO GOV	PO # (if any)		Business Name	
Primary Contact	ALBERT MILLER	Billing Contact		Shipping Contact	
Job Title		Job Title		Job Title	
Street Address	1555 OLD FRANKFORD PIKE	Street Address		Street Address	
City, State, Zip	LEXINGTON, KY 40504	City, State, Zip		City, State, Zip	
Phone	859/258-3451 Fax	Phone		Phone	
Email	ALBERTM@LEXINGTONKY.GOV	Email		Email	

Special Instructions METRO PRICING USED -SENT RETURN SLIP FOR RECEIVER BOX, KEEP ALL OTHER HARDWARE.	Sales Type <input type="checkbox"/> New Customer Account <input checked="" type="checkbox"/> Existing Customer Account <input type="checkbox"/> Switch - Entire Service Level <input type="checkbox"/> Additional User(s) - Online <input type="checkbox"/> Additional Services - Other	Initial Contract Term <input checked="" type="checkbox"/> 12-months <input type="checkbox"/> 24-months <input type="checkbox"/> 36-months *Note if none selected then Initial Contract Term will default to 12-months.	Billing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually *Note if none selected then Billing Frequency will default to monthly.
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Telvent DTN Service (add additional pages as needed)		Quantity	Monthly Recurring Fee
1st User License - WeatherSentry Online Platinum - Transportation Edition @ \$258/month (includes Alert Manager, Roaming Alerting, Smartphone, Slide Show, Consulting Forum, Traffic Layers, & Custom Map Layers)		1 USER ID/PASSWORD	\$ 258.00/MONTH
Additional User License - WeatherSentry Online Platinum - Transportation Edition (includes Alert Manager, Roaming Alerting, Smartphone, Slide Show, Consulting Forum, Traffic Layers, & Custom Map Layers)		2 USER ID/PASSWORDS	\$ 290.00/MONTH
4-User License - WeatherSentry Online Platinum - Transportation edition (includes Alert Manager, Roaming Alerting, Smartphone, Slide Show, Consulting Forum, Traffic Layers, & Custom Map Layers); also requires 1st user @ \$258/month)		5 USER ID/PASSWORDS	\$ 419.00/MONTH
All subscription fees exclude any applicable federal, state, or local taxes. If applicable, subscription fees will include equipment lease charges. I have read and agree to all of the terms and conditions attached to this Subscription Agreement, a copy of which has been supplied to me. I also agree that I am an authorized representative of the Customer name above. PLEASE SIGN BELOW:		TOTAL MONTHLY RECURRING FEE →	per month
Customer (PRINT NAME)	Job Title	Set-Up Fee - One-Time →	\$ 199 ONE TIME/WAIVE
Customer Signature	Date	Shipping & Handling - One-Time →	WAIVE
		Other Fees - One-Time → (i.e. User & Environmental Fees required by State law for CA, IL, ME, TN, etc.)	

Telvent DTN Standard Terms & Conditions

1. Use of Telvent DTN Service

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

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

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

Service available for commercial use to any other party. For software or data not manufactured or provided by Telvent DTN that is provided to Customer as part of the Telvent DTN Service, Customer shall adhere to the software and data license terms as outlined by the actual software or data provider. Telvent DTN may reasonably make changes to the Telvent DTN Service as it deems appropriate for maintenance or upgrades.

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

2. Term/Termination

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

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

2.3 Upon termination, Customer shall return any leased Telvent DTN equipment within thirty (30) days, in good operating condition and in

proper packaging to Telvent DTN's facilities located at 11111 E Circle, Omaha, NE 68137, and delete all Telvent DTN software from any equipment retained by Customer. Customer bears the entire risk of loss and damage to any leased equipment provided to Customer from any and every cause until such equipment is returned to Telvent DTN, ordinary wear and tear excepted, and will promptly pay any costs reasonably deemed and incurred by Telvent DTN to replace or repair such equipment. Telvent DTN recommends that Customer maintain all-risk hazard insurance for any Telvent DTN leased equipment provided hereunder and through the term of this Agreement in an amount not less than the full replacement value of such equipment.

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

4. Warranty, Limited Liability, and Indemnification

4.1 NEITHER TELVENT DTN NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE TELVENT DTN SERVICES TO BE PROVIDED UNDER THIS

AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR DATA FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT WILL TELVENT DTN OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGE OR EXPENSE IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-

PERFORMANCE OF THE TELVENT DTN SERVICE BY TELVENT DTN OR ITS SUPPLIERS, AND IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF TELVENT DTN OR ITS SUPPLIERS UNDER THIS AGREEMENT (INCLUDING ANY ADDENDA) EXCEED THE TOTAL FEES PAID BY CUSTOMER TO TELVENT DTN DURING THE PRECEDING ONE MONTH PERIOD. IN NO EVENT WILL TELVENT DTN, ITS SUPPLIERS, OR THEIR MEMBERS, OFFICERS, SHAREHOLDERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF TELVENT DTN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER WILL INDEMNIFY AND HOLD HARMLESS

TELVENT DTN AND ITS SUPPLIERS FROM ANY CLAIM (NOT EXCLUDING THE RIGHT OF TELVENT DTN OR ITS SUPPLIERS TO PARTICIPATE) DUE TO CUSTOMER'S BREACH OF ANY PROVISION UNDER THIS AGREEMENT, OR DUE TO ANY DELAY, INACCURACIES, ERRORS, OR OMISSIONS OF SERVICE OR DATA PROVIDED BY TELVENT DTN, AND SHALL PAY FOR ALL EXPENSES AND ATTORNEYS' FEES RELATING TO SUCH CLAIM.

4.2 Telvent DTN shall not be liable for any damages or penalties for delay in delivery or use of the services based on any events or conditions, including, but not limited to: (i) acts of God, civil, or military authority; (ii) actions or inactions of any governmental entity (foreign or domestic) or its agencies and departments, the National Weather Service, or the National Oceanic and Atmospheric Administration; (iii) acts of a public enemy; (iv)

suspension, interruption, or unavailability of data communicated from any governmental or private source; (v) accidents, fires, explosions, earthquakes, floods, energy shortages, other elements of nature; (vi) strikes, labor disputes, shortage of suitable materials or labor, computer or communication system malfunction, transportation problems, or delay in delivery by vendors.

4.3 Customer acknowledges that any services or data provided to Customer by Telvent DTN pursuant to this Agreement are only advisory in nature. All services are in part based on data provided by third parties, including but not limited to, the National Weather Service. Telvent DTN cannot and does not warrant or assume responsibility for the accuracy of the services or data provided to Customer. It is Customer's sole responsibility to verify the correctness and accuracy of all materials, services or products furnished to Customer.

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

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

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

5.2 Notice and Consent. As a condition of receiving personal data or information of any employee, contractor, end-user, and/or subscriber of the Customer, including GPS location information gathered through the use of WxSentry SmartPhone,

Customer agrees to provide written notice to its employees, contractors, end-users and/or subscribers that such personal information may be monitored, gathered, and shared with Customer, and that they shall have no exception of privacy with respect to the monitoring, gathering, use and disclosure of such data or information. Customer further agrees to limit its use and disclosure of any such personal information to only authorized recipients and to use such information only for legitimate business purposes.

5.3 Limitation of Liability. TELVENT DTN IS NOT RESPONSIBLE FOR ANY INAPPROPRIATE OR ILLEGAL USE OF WXSENTRY SMARTPHONE, AND CUSTOMER EXPRESSLY WAIVES, RELEASES AND AGREES TO HOLD HARMLESS TELVENT DTN FROM ANY USE OF WXSENTRY SMARTPHONE OR THE USE OR DISCLOSURE OF ANY PERSONAL DATA OR INFORMATION, INCLUDING GPS LOCATION INFORMATION, THAT IS GATHERED OR MONITORED THROUGH SUCH SERVICE INCLUDING ANY SUCH INFORMATION THAT IS ALLEGED TO BE OR IS IN VIOLATION OF ANY PRIVACY OR OTHER RIGHTS.

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