

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

121001323

**RESOLUTION APPROVING RENEWAL AGREEMENT WITH FEDERAL SIGNAL FOR
CODESPEAR ALERT NOTIFICATION AND COMMUNICATION SOFTWARE**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, An Agreement was previously entered into with Federal Signal for CODESPEAR alert notification and communication software and such agreement was paid through UASI funds through the City of Omaha; and,

WHEREAS, the County of Sarpy desires to enter into a renewal of the Agreement with Federal Signal for CODESPEAR alert notification and communication software, as outlined in the agreement attached hereto as Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the renewal Agreement with Federal Signal for CODESPEAR alert notification and communication software, a copy of which is attached.

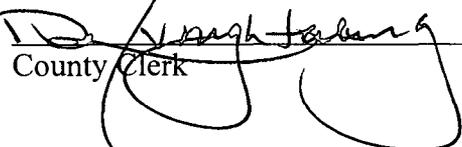
BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the renewal Agreement with Federal Signal for CODESPEAR alert notification and communication software, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 21st day of August, 2012.



Sarpy County Board Chairman

Attest:
SEAL 



County Clerk

GENERAL TERMS AND CONDITIONS

Definitions.

Application. Codespear suite of software applications hosted or otherwise installed within Customer premises/network.

Backup Application Hosting. Federal Signal service to allow application backup at a single site. Redundancy is provided by way of customer also hosting one or more application server(s).

Carriers. Providers of wireless messaging, voice and internet services to Subscriber/Recipients via wireless telecommunications networks.

Delivery Services. The service of delivering the Customer's Message Content to Carriers over the Federal Signal Gateway Platform.

Documentation. The standard user documentation published by Federal Signal describing the use of the Application, including any tutorial presentation of the capabilities of the Application and any technical documentation that describes the design of the Application.

Federal Signal Hosting Network and Delivery Infrastructure. Application and message delivery infrastructure that hosts the Codespear applications and associated messaging services.

First Responder License. The SmartMsg profile license typically utilized by First Responders, but not required to be an actual First Responder. This SmartMsg profile includes full use and recipient only two-way profiles. This license does not include our Mass Alerting profiles typically licensed for Citizens and Students.

Hosting Services. Federal Signal service which supports application, data and infrastructure to deliver the Codespear applications and associated messaging services.

Interactive Wireless Devices. Any and all wireless devices capable of sending and receiving SMS or displaying Message Content sent by the Customer.

Message Content. All data, information, and other Message Content provided by Customer to be sent to Subscriber/Recipients via the Federal Signal Hosting Network and Delivery Infrastructure, including voice, SMS/text and SMTP.

Message Content Standards. Written standards set by the Carriers from time to time which describe the type of Message Content that they will not transmit to Subscriber/Recipients. For purposes of this Agreement, the Message Content Standards include the Message Content Standards established by the Carriers as of the Effective Date which are set forth on Schedule C attached hereto, and any additions, deletions or changes to such Message Content Standards that are hereafter announced by the Carriers from time to time

Party(ies). The parties to this Agreement are collectively referred to herein as the Parties and each a Party.

Redundant Application Hosting. Application Server hosting in which Federal Signal hosts primary and secondary server(s) for Customer. *(Unlike Backup Server Hosting, in which customer hosts one or more application servers, while Federal Signal hosts one application server.)*

Services. The Hosting Services and Delivery Services, collectively.

SMS. A short message service text message with up to one hundred sixty (160) characters.

Subscriber/Recipients. Any and all persons who are capable of receiving Message Content, voice and data, and who have subscribed to send and receive Message Content via the Federal Signal Hosting Network and Delivery Infrastructure through the Carrier(s).

Third Parties. Any and all Persons not a Party to this Agreement.

Requirements to Use Services. Customer agrees: (a) to provide true, accurate, current, and complete information about the Customer and any Authorized User, including Customer's e-mail address, either directly to Federal Signal or through the Services, (b) to maintain and promptly update the information to keep it true, accurate, current, and complete, (c) to accept communications from Federal Signal at its e-mail address. Customer agrees that Federal Signal may provide notices, statements, and other communications to Customer solely through e-mail, posting on the Services interface, or other

electronic transmission. Customer agrees to obtain access to the internet, either directly or through devices that access web-based Message Content, and pay any service fees associated with such access. Customer will provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device, as well as a web browser. The web browser must support SSL encryption in order for the security features of the Services to function.

Access to Services, Access Security and Passwords. Federal Signal may be accessed only by the Customer's employees, agents or representatives of the Customer who are authorized by the Customer to use the Services pursuant to this Agreement (hereinafter, an "Authorized User"). Customer should issue a unique login ID and password to each Authorized User. Customer will be responsible for all electronic communications, including account registration and other account holder information, e-mail and other data ("Electronic Communications") entered through or under Customer's or an Authorized User's access number(s), password(s) or account number(s). Federal Signal will act as though any Electronic Communications it receives under Customer's or an Authorized User's access number(s), password(s) or account numbers(s) will have been sent by Customer. Federal Signal may disclose Electronic Communications if required to by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a legal process, (b) enforce this Agreement, (c) respond to claims that any Electronic Communications violate the rights of third parties, or (d) protect the rights, property, or personal safety of Federal Signal, its users, or others. As a further condition to use of the Services, Federal Signal may require that each Authorized User agree to use the Services in accordance with this Agreement and Federal Signal's terms of service.

Changes in Services. The Services pursuant to this Agreement shall be subject to modification in a manner applicable to all customers of the Services, including as a result of changes made by the relevant Carrier(s) to the corresponding services provided by the Carrier(s) to Federal Signal. If any such change is made which has any effect on the rights and obligations of the Parties hereunder, then (i) Federal Signal shall use commercially reasonable efforts to notify Customer in writing of the relevant changes as soon as reasonably practicable, and (ii) such change shall be automatically binding on the Customer.

Payment Policy. Unless otherwise stated in writing in the attached Schedules, all invoices are due 30 days after receipt, with the initial payment due upon receipt. Balances over fifteen (15) days past due shall bear interest for each day past due calculated at the rate of 2.0% per month until paid. In addition, Federal Signal has the right to suspend performance under this Agreement at any time that the Customer is in default hereunder. In addition, in the event the Customer fails to pay any past due amount hereunder, Federal Signal may set off any other amounts that Federal Signal owes the Customer against such amount. In the event that a Schedule hereto does not refer to any specific pricing for any Service (or part thereof), then such Service (or part thereof) shall be provided at Federal Signal's then current standard charges, which Federal Signal will provide to Customer upon request.

Taxes. The Customer agrees to pay any sales, use, or other tax (excluding any tax that is based on Federal Signal's income), duty, or other charge of any kind or nature that is levied or imposed by any governmental authority or regulatory body in connection with this Agreement or the Services provided hereunder.

Term. This Agreement shall remain in effect for a period of five (5) years after the activation date of the Services ("Initial Term") unless sooner terminated pursuant to the terms hereof. This Agreement may be renewed for successive one (1) year terms ("Renewal Terms"; the Initial Term and all Renewal Terms, the "Term") upon expiration of the Initial Term or any Renewal Term unless both Parties agree to renew this Agreement at least ninety (90) days in advance of the scheduled expiration of the Initial Term or any Renewal Term.

Termination. This Agreement may be terminated by either Party only as expressly set forth herein, including upon breach by the other Party of the terms contained herein and failure to cure same within thirty (30) days after receipt of written notice from the non-breaching Party describing the alleged breach. Further, Customer may terminate this Agreement during the first three (3) months of the Initial Term in the event that At the Customer terminates its contract/arrangement with Customer by which Customer provides the Customer with products or services related to Customer's communications platform developed to support comprehensive interoperability, secure urgent-alert notification and cross-agency collaboration and communications; provided that Customer reimburses Federal Signal for all out of pocket expenses incurred up to the effective date of such termination (including all applicable Short Code Fees and all US Cross Carrier implementation fees previously waived by Federal Signal) and Customer provides Federal Signal with as much advance written notice as is reasonably practicable upon the Customer's notification of its intent to terminate its contract/arrangement with Customer. Without limiting the foregoing, upon expiration or termination of this Agreement for any reason, Customer shall, upon receipt of an invoice, pay to Federal Signal all undisputed amounts owed hereunder as of the effective date of termination within thirty (30) days of receipt of such invoice.

Confidential Information. Each Party (the "Receiving Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, pricing, business methods, technology, materials and know-how of the other Party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"); provided that each Party may disclose the terms and conditions of this Agreement to its parent, subsidiaries, and affiliates and to its immediate legal and financial consultants on a confidential basis in the ordinary course of its business. Neither Party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than to carry out the activities contemplated by this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other Party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Party shall also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this Paragraph shall not apply to any information that: (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a Third Party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. Upon request of the other Party, each Party shall return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party. Each Party acknowledges that breach of this Section by such Party would result in irreparable harm to the other Party, for which money damages would be an insufficient remedy, and therefore that the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Paragraph. Such restrictions shall remain in effect during the term hereof and for a period of two (2) years after termination of this Agreement for any reason; provided, however, that if any such Confidential Information constitutes a trade secret (as defined in the Georgia Trade Secrets Act), such restrictions shall remain in effect for so long beyond such period as such Confidential Information continues to qualify as a trade secret as so defined. This Paragraph shall survive termination of this Agreement.

Subscriber/Recipient Information. Customer shall use and handle all Subscriber/Recipient information subject to all laws, rules, regulations, codes, guidelines, Carrier policies and directives in force from time to time applicable to confidentiality and personal data protection. Customer understands and agrees that Carrier(s) shall exclusively own all information that they and their affiliates collect directly from Subscriber/Recipients, from Subscriber/Recipient's usage of Interactive Wireless Devices on the Carriers' networks or roaming partner networks, or from Carriers' web site including, without limitation, personally identifiable information, such as name, home and e-mail address, wireless telephone number and residential telephone number. Customer shall not authorize or encourage any Third Party to collect any Subscriber/Recipient information in connection with any of the Services contemplated by this Agreement. If Customer collects any such Subscriber/Recipient information, Customer may only use such information to the extent necessary to deliver Message Content to Subscriber/Recipients and thereafter must destroy such information. In no event may Customer disclose Subscriber/Recipient information to any Third Party.

Intellectual Property Rights of Customer. The Customer retains all right, title and interest in and to its trademarks, service marks, logos and other proprietary indicia. The Customer shall have all rights, title and interest in and to all software, documentation, derivative works and other intellectual property rights that are acquired, developed, designed, created or contributed by Customer in relation to the Customer System.

Intellectual Property Rights of Federal Signal. All title and rights of ownership in the Application, the Documentation and Services, as well as enhancements, modifications, derivative works or changes made by Federal Signal to the Application, the Documentation and the Services, remain with Federal Signal and are protected by trademark, copyright, patent and/or trade secret laws. In addition, Federal Signal retains all right, title and interest in and to its trademarks, service marks, logos and other proprietary indicia that are acquired, developed, designed, created or contributed by Federal Signal in relation to the Application or Services. Customer agrees to take all reasonable steps necessary to protect Federal Signal's proprietary rights in the Application, Documentation and the Services. Federal Signal represents and warrants that the Application and the Services do not infringe any United States patent, copyright, trademark, trade secret, or any other proprietary right of any Third Party, and hereby indemnifies and holds the Customer, its affiliates and its customers harmless against any claim of infringement from a Third Party. In the event the continued use of the Application or the Services is held or is likely to be held to constitute an infringement, Federal Signal, at its expense, may (i) modify the Application or Services so that they are non-infringing so long as the Application or Services, as modified, performs substantially the same functions that it performed before the modification, (ii) procure for the Customer the right to continue using the Application or the Services, or (iii) allow the Customer to terminate this Agreement without liability to Federal Signal.

DISCLAIMER OF WARRANTIES. THE APPLICATION AND THE SERVICES ARE PROVIDED “AS IS” AND, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.01 OF THIS AGREEMENT, WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, AND FEDERAL SIGNAL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT FEDERAL SIGNAL MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS, OR SECURITY OF THE APPLICATION OR SERVICES AND DOES NOT REPRESENT OR WARRANT THAT THE APPLICATION OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS), THAT THE MESSAGE CONTENT WILL BE KEPT CONFIDENTIAL OR THAT ALL OR ANY MESSAGE CONTENT WILL BE DELIVERED OR RECEIVED. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

LIMITATION OF LIABILITY. THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT EXCEPT FOR LIABILITIES SUBJECT TO THE INDEMNITY PROVISIONS OF THIS AGREEMENT OR FOR FEES DUE FEDERAL SIGNAL BY CUSTOMER. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN ANY MANNER, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SERVICES. THIS LIABILITY LIMITATION APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS, AND EVEN IF THE DAMAGES WERE OR WERE NOT REASONABLY FORESEEABLE. IN ANY CASE, THE CUMULATIVE AGGREGATE LIABILITY OF EACH PARTY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FROM ANY CAUSE WHATSOEVER (OTHER THAN CLAIMS SUBJECT TO THE INDEMNITY PROVISIONS OF THIS AGREEMENT OR FOR FEES DUE FEDERAL SIGNAL BY CUSTOMER) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL BE LIMITED TO THE ACTUAL DIRECT OUT-OF-POCKET EXPENSES THAT ARE REASONABLY INCURRED BY THE NON-BREACHING PARTY AND SHALL NOT EXCEED THE LESSER OF: (I) \$1,000, OR (II) THE AMOUNT PAID BY CUSTOMER TO FEDERAL SIGNAL DURING THE YEAR BEFORE THE DATE THE BREACH OCCURRED. CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT FEDERAL SIGNAL SHALL NOT BE LIABLE TO CUSTOMER OR THE CUSTOMERS OF CUSTOMER FOR ANY MESSAGE CONTENT DELETED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELETION OR NONDELIVERY, INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING, TRANSMISSION ERRORS OR SMS SERVICE FAILURES; AND FEDERAL SIGNAL SHALL NOT BE LIABLE TO CUSTOMER OR THE CUSTOMERS OF CUSTOMER FOR ACTS OR OMISSIONS OF ANY THIRD PARTY, OR FOR INFORMATION PROVIDED THROUGH THE CUSTOMER SYSTEM, OR FOR CAUSES BEYOND THE REASONABLE CONTROL OF FEDERAL SIGNAL. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Customer Indemnity. Customer, at its own expense, will indemnify, defend and hold harmless Federal Signal, its Affiliates, and the Carrier(s) through whom Message Content is routed and their respective employees, representatives, agents, officers and directors against any claims, losses, liabilities, costs, expenses or damages (including reasonable attorney’s fees) incurred by reason of any claim, demand, lawsuit or action initiated by Third Parties based on or relating to: (i) any breach by Customer of any of its representations and warranties in this Agreement; (ii) any services provided by Customer or its subcontractors relating to the Services provided under this Agreement; or (iii) an allegation that all or any part of the Message Content provided by Customer or a message transmission by a Subscriber/Recipient to Customer violates any local, state or federal law, rule, or regulation or the Message Content Standards (“Claims”). In this regard, Federal Signal will promptly notify Customer of Claims, and it will permit Customer to assume and control the defense of Claims. Federal Signal, however, will have the right to employ separate counsel and participate in the defense of Claims. Customer shall have the sole authority to defend, compromise, settle or otherwise dispose of the Claims; provided that Customer shall not agree to any disposition or settlement of a Claim that admits liability or imposes duties of performance or payment on Federal Signal without Federal Signal’s prior written consent. In the event the Parties agree to settle Claims, Customer agrees not to publicize the settlement without first obtaining Federal Signal’s written permission.

Remedies. Each Party acknowledges that breach by it of certain of the terms set forth herein, including any breach arising out of or relating to an alleged violation of the other Party’s intellectual property rights, would result in irreparable harm to the other Party for which monetary damages alone would be an insufficient remedy. Thus, although nothing herein will prohibit pursuit of any remedies available against any Party under applicable law (which shall be cumulative with those

remedies set forth herein), each Party specifically agrees that, in the event of any threatened or actual breach of any such terms by it, the other Party shall be entitled to injunctive relief or other similar remedy from a court of competent jurisdiction.

Governing Law; Arbitration; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made in Illinois by persons domiciled in Illinois and without regard to its principles of conflicts of laws. Any claim for monetary damages under this Agreement shall be submitted to arbitration with the American Arbitration Association (the "AAA") in Illinois, and shall be finally and conclusively determined by the decision of a board of arbitration consisting of one (1) member in the event of a dispute in which the amount in controversy is \$20,000 or less and three (3) members for all other disputes (hereinafter referred to as the "Board of Arbitration"). Any decision made by the Board of Arbitration shall be final, binding and conclusive on the parties to the dispute, and entitled to be enforced to the fullest extent permitted by law and entered in any court of competent jurisdiction. Either Party shall be entitled to recover its attorney's fees and costs from the other Party in the event it utilizes the services of an attorney to enforce any provision of this Agreement or to collect any amounts due hereunder, and it is the prevailing Party.

Mutual Representations and Warranties. Each Party to this Agreement represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required; (b) its actions in connection with this Agreement will be performed in compliance with all applicable laws, rules and regulations; (c) its execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a Party; and (d) this Agreement will constitute the legal, valid and binding obligation of such Party when executed and delivered.

Force Majeure. Neither Party shall be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. In such event, either Party may suspend this Agreement in whole or in part for the duration of the delaying cause. Both parties shall resume performance under this Agreement immediately after the delaying cause ceases and the initial term of this Agreement shall be extended for a period of time equivalent to the length of time the excused delay occurred.

Relationship of Parties. Nothing contained in this Agreement shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the parties. Neither Party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind such other Party in any way. Each Party shall be responsible for wages, taxes, withholding, insurance, hours and conditions of employment of its personnel during the term hereof.

Assignment. The agreement may not be assigned by either party without the prior written consent of the non-assigning party, which consent may not be unreasonably withheld, conditioned or delayed.

Miscellaneous Provisions. This Agreement and the representations, warranties and covenants contained herein shall survive consummation of the transactions herein contemplated. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be executed in any number of counterparts, each of which shall constitute an original. Section headings have been inserted in this Agreement as a matter of convenience and for reference only and it is agreed that such section headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto and all prior agreements, understandings, obligations or statements by and between the parties concerning the subject matter hereof will be merged into and be superseded by this Agreement and shall be of no further force and effect. No failure or delay on the part of any Party in exercising any right, power, privilege or remedy arising hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy. No notice to or demand on any Party in any case shall entitle it to any other or further notice or demand in similar or other circumstances. No modification, amendment or waiver of any provision of this Agreement, nor any consent to any departure by any Party from the terms hereof, shall be effective unless the same be in writing and signed by all parties hereto.

SCHEDULE A

SOFTWARE HOSTING LICENSE AGREEMENT

THIS SOFTWARE HOSTING LICENSE AGREEMENT ("Agreement") is made as of 8/21/2012 ("Effective Date") by and between the Federal Signal Corporation, a Delaware Corporation (hereinafter referred to as "Federal Signal"), with offices located at 370 E. Maple Road, Suite 350, Birmingham, MI 48009 and Sarpy County ("Licensee"), having as their principal address, 1210 Golden Gate Dr. Papillion NE 68046.

WITNESSETH:

WHEREAS, Federal Signal owns certain computer software for initiating and managing urgent alert notifications, communications interoperability and information collaboration ("SmartMsg"); and

WHEREAS, Licensee requires software for initiating and managing urgent alert notifications, communications interoperability and information collaboration; and

WHEREAS, Licensee has had an opportunity to review SmartMsg and is familiar with SmartMsg; and

WHEREAS, Licensee has read the TERMS AND CONDITIONS and desires to license SmartMsg under this Agreement and the TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Federal Signal and Licensee hereby agree as follows:

Section 1 -- Recitals: The above recitals and identification of parties are true and correct.

Section 2 -- TERMS AND CONDITIONS: The TERMS AND CONDITIONS attached hereto are incorporated herein by this reference and shall apply to this Agreement.

Section 3 -- Terms: The following terms shall apply to this Agreement.

- A. Software: The term "Software" shall mean the following version of the SmartMsg Client, Administrator, and Server Components - Version 5.2.
- B. Computer: The term "Computer" shall mean any computer(s) owned, leased, or used in a hosted service bureau environment by Federal Signal and/or Licensee.
- C. Licensee Facility: The term "Licensee Facility" shall mean the principal place of business, as defined by the Licensee Address, above.
- D. Hosting: The term "Hosting" shall mean the redundant operation of the SmartMsg Alert Notification and Communication functions, associated Software Modules and required communications infrastructure on equipment owned and operated by Federal Signal.

TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

Section 1.01 -- Definitions: The following definitions shall apply:

- (1) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by either party to receive Confidential Information and who agrees to maintain the confidentiality of such

Confidential Information.

- (3) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by the non-breaching party to the breaching party seeking to cancel the Agreement because of breach.
- (4) Computer: The term "Computer" shall mean any computer(s) owned, leased, or used in a hosted service bureau environment by Federal Signal and/or Licensee.
- (5) Confidential Information: The term "Confidential Information" shall mean all information disclosed by either party which is identified by the disclosing party as proprietary or confidential at the time such information comes into the possession or knowledge of the non-disclosing party, including such information concerning the Contract, Agreement, the Software Documentation, and which is not: (i) already known to the non-disclosing party; (ii) in the public domain; (iii) conveyed to the non-disclosing party by a third party; (iv) released by the disclosing party without restriction; (v) independently developed by the non-disclosing party; and (vi) required by Court Order, or by law to be released by the non-disclosing party.
- (6) Defect: The term "Defect" shall mean that certain written notice from Licensee to Federal Signal identifying discrepancies between the actual performance of the Software and the performance represented in the Documentation. A Defect shall also refer to a technical, or functional malfunction in the software, where the normal operation of the software is disrupted.
- (7) Delivery Date: The term "Delivery Date" shall mean the date the Software is delivered to Licensee.
- (8) Documentation: The term "Documentation" shall mean that certain SmartMsg User, Administration, and Technical Guides as made available to Licensee by Federal Signal Documentation is provided in "soft-copy" in Adobe Acrobat format and may also be accessed at the following web site link: <http://www.codespear.com/helpcentral.asp>
- (9) Effective Date: The term "Effective Date" shall mean the date the Agreement is signed by Federal Signal.
- (10) Hosting Activation Date: The term "Hosting Activation Date" shall mean the date the software system is loaded, activated and accessible to the Licensee for configuration and processing.
- (11) Enhancement: The term "Enhancement" shall mean an Enhancement as defined under the Maintenance Agreement.
- (12) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation," "implementing" and "implemented") shall mean to load and make available for user access.
- (13) Implementation Date: The term "Implementation Date" shall mean the date the Software is implemented on a Computer.
- (15) License Term: The term "License Term" shall mean a period of time starting with the Effective Date and continuing for a period of five (5) years thereafter, and may include successive one (1) year renewal periods.
- (16) Maximum Users: The term "Maximum Users" shall mean the maximum number of Users authorized by Federal Signal to simultaneously access the Software, as specified in the Agreement.
- (17) Non Disclosure Agreement: The term "Non Disclosure Agreement" shall mean the Mutual Non Disclosure Agreement between Federal Signal, and Licensee.
- (18) Remote Access: The term "Remote Access" shall mean telecommunications access to the Software using a mutually approved internet based utility program.
- (19) Software: The term "Software" shall mean the executable code for that certain software commonly referred to as SmartMsg™ as identified in the Agreement, including Enhancements and Updates thereto.
- (20) Termination Notice: The term "Termination Notice" shall mean that written notice sent by Licensee to Federal Signal seeking to terminate the Agreement.

- (21) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Software or Documentation except for the exclusive purposes of configuring or managing the software application, evaluating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software.
- (22) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Software or Documentation except for: (1) employees of Licensee authorized by Licensee to access the Software for the purposes configuring, or managing the software application, evaluating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software and (2) Authorized Persons who are authorized in writing by Federal Signal to access the Software and Documentation on behalf of the Licensee.
- (23) Users: The term "Users" shall mean employees of Licensee authorized by Licensee to access the Software for the purposes of configuring, or managing the software application, evaluating the performance, utility and functions of the Software, and training employees of Licensee in the use of the Software.

ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: Federal Signal hereby grants to Licensee a non-exclusive and non-transferable license to use the Software on the Computer and to use the Documentation for the License Term.

Section 2.02 -- User Restriction: Federal Signal shall prevent more than the Maximum Users from simultaneously accessing the Hosted Software, through the use of specific Software License Keys, issued for each respective Licensee.

Section 2.03 -- Risk of Loss: Licensee assumes risk of loss to the Software and Documentation as of the Hosting Activation Date.

Section 2.04 -- Authorized Use: Licensee shall make reasonable efforts to prevent Unauthorized Users from accessing the Software and Documentation and to prevent Unauthorized Access to the Software and Documentation.

Section 2.05 -- Technical Support and Error Correction: Vendor shall correct any Defects in the Licensed Software within a reasonable time after such Defect is reported to Vendor by Licensee, as follows:

- (1) Problem Reporting: Upon discovering a Defect, Licensee shall report the Defect ("Service Request").
- (2) Standard Telephone based Support: Shall be available Monday thru Friday, 9:00 a.m. to 6:00 p.m. eastern time. Within four business hours of receiving a Service Request, Vendor shall provide unlimited telephone support in the form of consultations, assistance and advice concerning use of the Licensed Software and correction of the Defect.
- (3) Internet & SmartMsg System Initiated Support: The Licensee will be provided with a Customer Support Web Page Link for logging support incident requests and a Support Alert mechanism from the Licensee's hosted SmartMsg System. These support services will be available 7 Days per Week, on a 24 hour basis. All requests will be logged and after-hours alerts will be transmitted to our technical support staff. However, unless Federal Signal's Premium "7x24" Support Plan is contracted, support requests may not be responded to until normal business hours.
- (4) Defect Correction: If a Critical Production Defect is not corrected by Vendor within thirty calendar business days after receiving a Service Request, Federal Signal shall implement work around processes designed to minimize the impact of the Defect while Vendor continues testing and analysis procedures for the purposes of reproducing, isolating and correcting the Defect. If a Defect is not corrected within sixty business days of Service Request, the Licensee at its option, may terminate this Agreement.

Section 2.06 -- Software Updates: Federal Signal shall implement all Updates on the Hosted Computer System within thirty (30) days after the date that such Update is released by Federal Signal. Along with any Updates provided to Licensee hereunder, Federal Signal shall provide documentation describing the purpose, function and utility of such Update.

Section 2.07 -- Customer Consultations: Federal Signal shall provide Licensee with unlimited telephone consultations in answering questions concerning use of the Licensed Software. Vendor shall respond to any such questions on a priority basis. Licensee personnel contacting Federal Signal by Phone, Internet, or SmartMsg Alerts will be limited to three (3) pre-designated contacts.

Section 2.08 -- On-Site Training: Within the first sixty days of the License Term, Federal Signal shall provide on-site and/or Web based training as required by Licensee at pre-negotiated, or then current daily training fees. Such on-site training shall include individualized instruction and training on using and operating the Licensed Software for persons designated by Customer. Such training shall include instructions and guidelines on performing all of the functions and processes licensed under this agreement and described in the SmartMsg Documentation.

ARTICLE III: PAYMENT

Section 3.01 -- Hosting License & Services Fees: Licensee shall pay the License Fee and applicable other fees to Federal Signal as referenced in Exhibit 1. Net 15 Days from the Hosting Activation Date.

Section 3.02 -- Invoicing and Payment: Licensee shall make payment to Federal Signal pursuant to the invoice received from Federal Signal for the fees incurred under Section 3.01 above.

ARTICLE IV: TERMINATION

Section 4.01 -- Termination Limitations: The Agreement shall only be terminated or canceled as provided under this Article IV.

Section 4.02 -- Term: This Agreement shall be valid for the License Term. The License Term may be renewed for successive one (1) year periods after the initial License period.

Section 4.03 -- Termination: Either party may terminate the Agreement without cause at any time upon providing Ninety (90) days Termination Notice to Licensee.

Section 4.04 -- Cancellation for Cause: If either party breaches its obligations under the Agreement, the non-breaching party may cancel the Agreement by sending Cancellation Notice describing the noncompliance to the breaching party. Upon receiving Cancellation Notice, the breaching party shall have thirty days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required thirty day period, the non-breaching party, shall have the right to cancel the Agreement as of the thirty first day after the date of the Cancellation Notice. Notwithstanding the foregoing, with respect to the performance of the Software, an uncured breach shall be defined as the inability to perform the specifications as outlined in published User and Technical Reference Guide Documentation for the specific licensed version. In such an event, during the first year of use, Licensee shall be entitled to an immediate refund of all fees paid by Licensee. In the event of an uncured breach by Federal Signal during subsequent years, Licensee shall be entitled to an immediate refund of all the prepaid annual maintenance fees.

Section 4.05 -- Destruction of Software upon Termination: Upon termination or cancellation of the Agreement, Licensee shall destroy all Software and Documentation provided to Licensee by Federal Signal, pursuant to the Agreement and shall provide Federal Signal with a certificate of compliance with this Section 4.05 signed by an authorized representative of Licensee.

ARTICLE V: WARRANTY

Section 5.01 -- Representations: Federal Signal represents and warrants that it is the lawful owner of the Software which shall perform substantially in all material respects as set forth in the technical specifications attached to this Agreement as Exhibit ____.

Section 5.02 -- WARRANTY LIMITATION: EXCEPTING THE WARRANTY EXPRESSLY ACKNOWLEDGED IN SECTION 5.01, CODESPEAR HEREBY DISCLAIMS AND LICENSEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY.

Section 5.03 -- Indemnification: Federal Signal shall release, defend, indemnify and hold harmless Licensee from and against any claims, damages and liability arising from the negligence of Federal Signal, as well as any claim by any third party against Licensee for claimed violations of trade secrets, proprietary information, trademark, copyright or any patent rights resulting from use of the Software by Licensee. If a third party receives a judgment from a court of competent jurisdiction upholding any such claim, Federal Signal shall promptly perform one or more of the following actions (as shall be reasonably determined by Federal Signal):

- (1) Replacement Replace the Software with a non-infringing software product of equivalent functional and performance capability;
- (2) Modification: Modify the Software to avoid the infringement without eliminating the functional and performance capabilities of the Software;
- (3) Obtain License: Obtain a License for use of the Software from the third party claiming infringement for use of the Software.

The remedies set forth herein shall be the sole and exclusive remedies of Licensee under this Section 5.03.

Section 5.04 -- Limitation of Damages: Federal Signal shall not be liable to Licensee under the Agreement for any consequential, exemplary, incidental or punitive damages, regardless of whether Federal Signal has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable.

Section 5.05 -- Force Majeure: Neither party shall be liable to the other party for failing to perform its obligations under the Agreement because of circumstances reasonably beyond its control. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, dispute or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, terrorism, or any events reasonably beyond the control of the non-performing party.

Section 5.06 -- Indemnification: Except as to Federal Signal's own negligent acts or omissions, Licensee shall release, defend, indemnify and hold harmless Federal Signal from and against any claims, damages and liability arising from the negligent use of the Software by Licensee.

ARTICLE VI: INTELLECTUAL PROPERTY

Section 6.01 -- Ownership and Title: Title to the Software and Documentation including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of Federal Signal.

Section 6.02 -- Confidential Information: Neither party shall disclose Confidential Information (as defined in the Non Disclosure Agreement) except to Authorized Persons. Neither party shall duplicate, use or disclose Confidential Information except as otherwise permitted under the Agreement. The parties incorporate the Non Disclosure Agreement hereto.

Section 6.03 -- Trade Secrets: The parties hereby acknowledge and agree that the Confidential Information (as defined in the Non Disclosure Agreement) may derive independent economic value (actual or potential) from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; are the subject of reasonable efforts under the circumstance to maintain their secrecy; and may be trade secrets as defined under the laws governing this Agreement. The parties incorporate the Non Disclosure Agreement hereto.

Section 6.04 -- Reverse Engineering: Licensee shall not reverse engineer the Software.

Section 6.05 -- Copies: Licensee shall not copy the Software or Documentation and shall not allow the Software or Documentation to be copied without the prior written consent of Federal Signal, which consent shall not be unreasonably withheld.

Section 6.06 -- Modifications: Licensee shall not modify the Software and shall not allow the Software to be modified without the prior written consent of Federal Signal. Licensee shall not use the Software or any materials incident thereto to develop computer software without the prior written consent of Federal Signal. If the Software is modified, such modifications shall be the sole and exclusive property of Federal Signal and Federal Signal shall own all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Licensee acknowledges that the SmartMsg Communications Interoperability & Alerting Software Suite, Radio Interface Unit, and Smart Cable Assemblies are proprietary to Federal Signal. Licensee asserts to Federal Signal that no employees, or consultants hired by Licensee will attempt to reverse engineer any software programming code, hardware designs, or disassemble any Radio Interface Units, or Smart Cable assemblies provided by Federal Signal.

Section 6.07 -- U.S. Government Restricted Rights: This Section 6.07 shall not apply unless Licensee is the U.S. Government or an agency or department thereof (collectively "Government"). The Software and Documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clause at 48 C.F.R. 52.227-19.

Section 6.08 -- Continuation: The terms and provisions of this Article VI shall survive termination and cancellation of the Agreement.

ARTICLE VII: MISCELLANEOUS

Section 7.01 -- Assignments: All assignments of rights under the Agreement by Licensee without the prior written consent of Federal Signal shall be void.

Section 7.02 -- Entire License: This Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Software. SmartMsg V5.2

Section 7.03 -- Amendments and Modifications: Waivers, alterations, modifications or amendments of a provision of the Agreement shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by Federal Signal.

Section 7.04 -- Severability: If a provision of the Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

Section 7.05 -- Captions: The headings and captions of the Agreement and the Terms and Conditions are inserted for reference convenience and do not define, limit or describe the scope or intent of the Agreement or any particular section, paragraph, or provision.

Section 7.06 -- Counterparts: The Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 7.07 -- Governing Law: The Agreement will be governed by the laws of the State of Illinois and venue shall be the County of DuPage.

Section 7.08 -- Notice: All communications shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for Federal Signal and to the address set forth on the signature page of the Agreement for Licensee. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

Federal Signal, 370 E. Maple Road, Suite 350, Birmingham, MI 48009

Section 7.09 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 7.10 -- Bankruptcy: if either party must institute, defend, appear or attend a bankruptcy proceeding as a result of the filing of bankruptcy by the other party, the filing party shall pay fees and expenses. If either party has a bankruptcy proceeding filed against it, the other party shall recover attorney fees, expert witness fees, and other costs incurred by such other party in connection with the bankruptcy proceeding, hearing or trial.

Section 7.11 -- Waiver: Waiver of breach of the Agreement shall not constitute waiver of another breach. Failing to enforce a provision of the Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 7.12 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

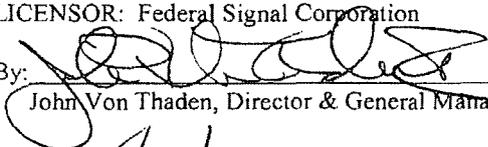
Section 7.13 -- No Contest: Licensee shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of Federal Signal.

Section 7.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under the Agreement are true, correct and accurate as of the date of the Agreement to the best of their knowledge.

Section 7.15 -- Litigation Expense: In the event of litigation or arbitration arising out of the Agreement, the costs of such litigation or arbitration, including, but not limited to, attorney fees, travel expenses, deposition costs, expert witness expenses and fees, court costs, arbitration fees and other costs incurred in connection with bringing or defending such action whether or not incurred in trial or appeal shall be recovered by the prevailing party from the non-prevailing party.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

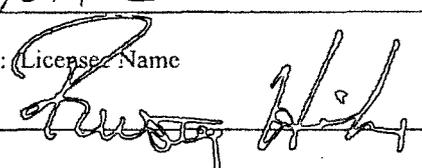
LICENSOR: Federal Signal Corporation

By: 

John Von Thaden, Director & General Manager

Date: 8/31/12

LICENSEE: (Licensee Name)

By: 

Print Name: Rusty Hike

Title: Chairman

Date: 8/21/12

Section 7.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under the Agreement are true, correct and accurate as of the date of the Agreement to the best of their knowledge.

Section 7.15 -- Litigation Expense: In the event of litigation or arbitration arising out of the Agreement, the costs of such litigation or arbitration, including, but not limited to, attorney fees, travel expenses, deposition costs, expert witness expenses and fees, court costs, arbitration fees and other costs incurred in connection with bringing or defending such action whether or not incurred in trial or appeal shall be recovered by the prevailing party from the non-prevailing party.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

LICENSOR: Federal Signal Corporation

By: _____
John Von Thaden, Director & General Manager

Date: _____

LICENSEE: Licensee Name

By: Rusty Hike

Print Name: Rusty Hike

Title: Chairman

Date: 8/21/12

SCHEDULE B

MESSAGE CONTENT DELIVERY SERVICES

1. SMS and Message Content Delivery Service.
 - a) Federal Signal Platform. Federal Signal agrees to use reasonable efforts to deliver Message Content provided by the Customer to Carriers (for delivery to Subscriber/Recipients) by means of the Federal Signal Hosting Network and Delivery Infrastructure as described in this Agreement. Federal Signal is responsible for obtaining and maintaining at its sole cost and expense the Federal Signal Hosting Network and Delivery Infrastructure, and the Customer shall not have any liability for the Federal Signal Hosting Network and Delivery Infrastructure.
 - b) The Customer Premised Based System and Application Clients. The Customer is responsible for obtaining and maintaining at its sole cost and expense the system (the "Customer Premised Based System and Application Clients") for delivering or receiving Message Content to or from the FS Hosting Network and Delivery Infrastructure, and Federal Signal shall not have any liability for the Customer Premised Based System and Application Clients.
 - c) Customer's Communications with Federal Signal Hosting Network and Delivery Infrastructure. The Customer shall provide the connection between the Customer System and the Federal Signal Hosting Network and Delivery Infrastructure at its own costs and expense.
 - d) Compliance with Laws, Regulations and Carrier Guidelines. The Customer shall comply with all applicable laws, rules, regulations, directives, statements, codes of practice and applicable Carrier guidelines with respect to the Delivery Services, text messaging in general and otherwise in connection with performing its obligations under this Agreement.
 - e) Message Content Delivery Limitations. The Federal Signal Hosting Network and Delivery Infrastructure forwards Message Content delivered by the Customer to Carriers for forwarding to Subscriber/Recipients of the Carrier. However, Federal Signal is not obligated to ensure the delivery of Message Content by Carriers to Subscriber/Recipients, and the Customer agrees that Federal Signal bears no liability to the Customer or any Third Parties in the event a Carrier does not forward Message Content to a Subscriber/Recipient. The Federal Signal application will provide its standard reports to the Customer indicating whether Message Content has been delivered to Subscriber/Recipients.
2. Limitations on Message Content.
 - a) Message Content Standards. The Customer agrees to adhere to the Message Content Standards outlined in Schedule C, and any changes to the Message Content Standards required by the Carriers from time to time, and agrees that no Message Content shall violate the Message Content Standards. In the event the Customer fails to comply with the Message Content Standards, Federal Signal, in addition to all other remedies available to it at law and equity, may suspend the Delivery Services after providing written notice of the breach, until such breach has been cured. If the Customer fails to cure the breach within 30 days of Federal Signal's written notification to the Customer, Federal Signal may terminate this Agreement without further liability, obligation or penalty.
 - b) Message Content Disclaimer. The Customer agrees that Federal Signal and/or the Carriers, in their sole discretion, may reject sending all or part of any Message Content to Carriers. Federal Signal will notify the Customer in writing within five (5) business days if Message Content is being rejected by Federal Signal and the reasons for the rejection. The Customer agrees that Federal Signal will not be liable for rejection of any Message Content. The Customer is solely responsible for ensuring that the Message Content it supplies is accurate, complete and correct, and shall be solely responsible for all claims or liability arising from the distribution and publication of Message Content. Federal Signal shall have no obligation to read, proofread or correct any Message Content supplied by the Customer, nor shall have any responsibility for the accuracy, completeness or correctness of any Message Content supplied by the Customer, nor shall it have any obligation to read any Message Content to determine whether it contains Confidential Information.

- c) **Filtering.** Federal Signal reserves the right to filter or have filtered Message Content without the prior written permission of the Customer, without assuming any obligation to filter such Message Content, to ensure compliance with this Agreement, Federal Signal agreements with Third Parties and applicable laws and regulations. Any blocked Message Content will not be deemed to have been delivered to Carriers for purposes of determining applicable fees.
- d) **Third Party Consents for Message Content.** The Customer agrees not to send Message Content that requires a Third Party consent unless it has obtained that consent in writing. Federal Signal may delay or suspend the delivery of any Message Content until the Customer has provided Federal Signal with evidence, reasonably satisfactory to Federal Signal, that the Customer is authorized to send the Message Content.
- e) **Suspension.** Federal Signal may, without terminating this Agreement and without any liability to the Customer or any Third Party, immediately suspend part or all of the Delivery Services or the link between the Federal Signal Hosting Network and Delivery Infrastructure and the Customer System due to any of the conditions set forth below. Federal Signal will notify the Customer as soon as reasonably possible and if such suspension is a direct result of any action by the Customer, the Customer will take reasonable steps to fix such problems. The reasons for possible suspension include but are not limited to:
 - i) Federal Signal's reasonable belief that it is obligated to comply with an order, instruction or request of any court, administrative tribunal, governmental or regulatory body;
 - ii) Federal Signal's belief that the Message Content or any part thereof is, in Federal Signal's reasonable opinion, in violation of the Message Content Standards or otherwise not in accordance with this Agreement;
 - iii) Unauthorized or fraudulent use of the Delivery Services, or if the Customer's use of the Delivery Services is causing or may cause damage to the Federal Signal Hosting Network and Delivery Infrastructure or to a Carrier's system; or
 - iv) Any breach by the Customer of its obligations to Federal Signal.

3. **Representations and Warranties of Customer.** Customer represents, warrants and covenants to Federal Signal that the Message Content (a) will not contain any material that is obscene, profane, libelous or defamatory; (b) will not violate or infringe any copyright, patent, trademark or trade secret or right of privacy or publicity or any other personal or proprietary right of Federal Signal or any Third Parties; (c) will comply with the Message Content Standards; and (d) at the time of delivery to Federal Signal, will not contain any viruses, worms, trap doors, back doors, timers, clocks, counter or other limiting routines, instructions or designs. Customer further represents and warrants that it will not use the Delivery Services, or allow any Third Parties to use the Delivery Services, to engage in any spamming, mail-bombing, spoofing or any fraudulent, illegal, unauthorized or improper use.

4. **Indemnification under Customer Agreements.** When Customer negotiates agreements with its customers where the Delivery Services may be used, Customer will use commercially reasonable efforts to include in Customer's customer agreements indemnification rights against such customers for any claims, suits, actions or proceedings which would constitute Claims under this Agreement. Upon written request by Federal Signal and subject to Customer's confidentiality obligations with respect to its customers, Customer will notify Federal Signal of the extent to which it has obtained such indemnification rights against Customer's customers. Customer's compliance with this Section does not relieve it of its indemnification obligations under this Agreement.

SCHEDULE C

CARRIER MANDATED MESSAGE CONTENT STANDARDS

The Carriers prohibit the delivery of Message Content over their systems of the type listed below, and reserve the right to amend their list of prohibited Message Content at any time. Accordingly, Customer may not submit Message Content to the Federal Signal Hosting Network and Delivery Infrastructure of the type listed below. The list does not apply to Subscriber/Recipient originated messages. Federal Signal reserves the right, in its sole discretion, to modify the list upon written notice to Customer, including as required by any Carrier.

- Unlawful, obscene, profane, threatening, libelous, slanderous, defamatory or otherwise objectionable.
- Facilitates an illegal activity.
- Sexually explicit Message Content or language.
- False, misleading or likely to mislead or deceive (including, without limitation, information relating to the source or the author of the message).
- Violates any intellectual property rights or any other rights of any person or entity.
- Invades any person's privacy.
- Unlawfully promotes or incites hatred (including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law).
- Contains any spamming or flooding element or any advertising, marketing or promotional materials or information, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited messages, Message Contents or information except with the prior consent of Federal Signal, Carrier(s) and the Subscriber/Recipients.
- Alcoholic beverage-related (beer, wine, liquor, etc.).
- Tobacco-related (cigarettes, cigars, pipes, chewing tobacco, etc.).
- Guns/weapons-related (firearms, bullets, etc.).
- Illegal drugs-related (marijuana, cocaine, etc.).
- Pornographic-related (adult themes, sexual Message Content, etc.).
- Crime-related (organized crime, notorious characters, etc.).
- Violence-related (certain games, etc.).
- Death-related (funeral homes, mortuaries, etc.).
- Gambling-related (casinos, lotteries, etc.).
- Carrier competitor-related (e.g., providers of telecommunication services, providers of comparison shopping for telecommunications services, etc.).
- Involves a copy or parody of current or past Carrier products or services.
- Involves an implied affiliation, association or endorsement by, or favored status with, any Carrier.

SCHEDULE D
SERVICE LEVEL STANDARDS FOR DELIVERY SERVICES

Set forth herein are the terms and conditions by which Federal Signal will deliver and Customer will receive maintenance and support of the Federal Signal Hosting Network and Delivery Infrastructure necessary for the continuous functioning and performance of the Delivery Services, and the Hosting Services for the continuous functioning and delivery of the Application.

1. *Uptime Monitoring and Reporting.* Federal Signal will ensure that the performance and availability of the Services are monitored on a continuous basis. Federal Signal employs application-specific fault monitoring systems and automatic alerting to identify and act on failures realized in the Services.
2. *Uptime Commitment.* Federal Signal guarantees Dialing and Redundant Application Hosting will be operating and available to Customer at least ninety-nine and 999/1000 percent (99.999%) of the time during each month, excluding Excusable Downtime ("**Uptime Commitment**"). "Excusable Downtime" includes the following: (i) the acts or omissions of Customer or its customers, users, employees, agents, or contractors, or anyone gaining access to the Services by means of Customer's passwords or equipment (except where such access was the result of an act or omission of Federal Signal); (ii) suspension of Customer's use of the Services as permitted in the Agreement; or (iii) a simultaneous failure of both primary and backup network site due to far-reaching natural or manmade catastrophic events that are out of the control of Federal Signal (such as large-scale Internet backbone outages, etc.)
3. *Outbound Messaging Commitment:* Federal Signal currently has 2,000 dedicated lines for outbound dialing. Federal Signal will guarantee 50,000 voice communication attempts and 50,000 delivery attempts to SMTP-based devices within the first hour. (SMTP-based devices include email, SMS cell phones, etc.) If the aggregator module is used in coordination with a "mass dial" system, an additional 50,000 delivery attempts to SMS Cell phones will be made within the first hour.
4. The outbound messaging capacity will be expanded in accordance with our hosted dialing expansion plan and will be available to our Customer base at no additional charge.
5. *Security.* Federal Signal shall take Industry-accepted best practices and otherwise reasonable precautions to prevent unauthorized entry into computer and data systems comprising the Services and unauthorized access to the Customer System. Federal Signal shall notify Customer of any such security breaches within four (4) hours of the time that Federal Signal learns of their occurrence.
6. *Systems Monitoring & Escalation.* Federal Signal shall use most reasonable efforts to provide systems monitoring and support described herein to Customer in connection with the Services. The Federal Signal Network is constantly monitored and automatic alerting is employed to signal correct personnel when there are potential system issues.
7. *Federal Signal Support and Warranty Information*

Standard Annual Maintenance & Support: Included in License Fee for Initial One Year Period, Charged at Fifteen Percent (15%) of net license fees, beginning in Year Two, Includes Service Pack Fixes, New Software Releases and Customer Support. Standard Support Hours: 9:00 am to 6:00 PM EST (Monday thru Friday). Methods for handling support requests: Phone, E-Mail & Web Access.

Premium Annual Maintenance & Support: Charged at an Additional Ten Percent (10%) of Net License Fees for First Year, Charged at Twenty Percent (20%) of Net License Fees, beginning in Year Two, Includes Service Pack Fixes, New Software Releases and Customer Support. Premium Support Hours: General Access: 9:00 am to 6:00 PM EST (Monday thru Friday), "Web/Private Number Access: After-Hours - 24 Hours / 7 Days a Week. Methods for handling support requests: Phone, E-Mail & Web Access.

We provide Phone, E-Mail and Web Based Support Processes. If you are reporting an issue outside of normal operating hours, we prefer that you contact us via phone. However, Customers are welcome to contact Customer Support by any available method.
8. *Customer Responsibilities.* Customer is responsible for all initial frontline support to their own End Users relating to the use and functionality of the Message Content. In order for Federal Signal to resolve any problem within the targeted resolution period, Customer must use commercially reasonable efforts to make its appropriate technical personnel available to Federal Signal in order to assist as needed with such resolution.

Federal Signal Support Process

Support Call Process:	Targeted Response Time:	
Contact Methods for Reaching Customer Support (1) During Regular Business Hours (9:00 am to 6:00 PM Eastern - Monday - Friday): - Main Number: (248) 644-1090 Ext. 510 - Toll Free Number: (248) 888-283-5462 (2) "Premium" Support Plan Customers - "24 x 7" Support: - Phone Number: (248) 721-7005 (3) Codespear Support Page - Available "24 x 7" for Customer Access at: http://www.codespear.com/Support_4681.aspx - Select "Issue Reporting" Link - "Issue Reporting Form" is Completed & Submitted - Individual Initiating Incident Provides E-Mail and Phone Contact Info - Customer Assigns Pre-Defined "Urgency/Level" (See Severity Levels Definitions) - Standard, or Premium Customer Provides Description of Problem / Incident (4) FS Codespear Support Team Receives SmartMSG Notification (5) Codespear Support Team Calls Incident Contact to Discuss Incident & Request Needed Backup (Logs, etc.) (6) Codespear & Client Teams Mutually Agree Upon Designated Severity Level for Incident		Within 15 Minutes ² Within 60 Minutes ^{1,2} Within 90 Minutes ¹
FS Codespear Support Severity Levels:	Targeted Resolution Time:	
I. Critical, or Severe Incident Assigned to issues that have a Critical, or Severe Impact on Operations. - "Production Down" Situation for the Entire SmartMSG Network - Individual Location, or Server Incident which is Severely Affecting the Entire Network Performance/Replication. - Significant Interruption of Alert Messaging, or "Chat" Communications at a Specific Site	Within 24 Hours	
II. Urgent Incident Assigned to issues that have a Moderate Impact on Operations, with an alternative redundant server, user computers, work-around process available. - Incident associated with SmartMSG, where other server functions are disrupted or significantly slowed - Incident associated with currently installed software on client, administrator, or server PC (for New Installations)	2 to 3 Days	
III. Moderate, or Standard Incident Assigned to issues that do not have a Significant Impact on Operations, but require Resolution. - Incident associated with SmartMSG, specific to a single messaging server, or single user computer, where redundant server functions are not disrupted. (Note: if other server functions are disrupted, see Urgent incident list). - Any Non-Critical Issues that are Identified as Functional Enhancements would be logged for consideration / prioritization as a candidate feature for a future release.	5 to 7 Days	
IV. Minor, or Previously Resolved Incident Assigned to issues that have been Previously Identified and "Fixed" through currently available Patches, Service Packs and/or New Release Version. - Criticality and Install Timing of Required Fix, or New Version can be agreed upon by Customer and FS Codespear	Within 24 Hours	
NOTES: 1 - Assumes that the Customer provides the necessary Server/Message Error Logs in a prompt and timely manner as incidents occur. Our Incident Resolution Targets commence upon receipt to full necessary supporting logs and information, or Remote Access to Customer's System. 2 - Actual Codespear Response Times dependent upon Support Plan in effect (Standard vs. Premium), as to the actual timing of return/confirmation calls after normal business hours. Timing is based on normal business hours for the Standard Support Plan and "24 X 7" for the Premium Support Plan.		

SCHEDULE E

Reserved

EXHIBIT 2

Federal Signal Corporation Data Privacy and Security Statement

Federal Signal Corporation (FSS: NYSE), has taken steps to safeguard the integrity of hosted customer data and to prevent unauthorized access to information, including: physical security, encryption, authentication, database isolation, monitoring, and auditing.

Data Privacy

Federal Signal maintains and uses customer data only for the purpose for which it was provided by customer. Federal Signal will not sell customer data or share customer data with any non-affiliated employee or customer, nor otherwise disclose customer data unless required to do so by law; to establish or exercise our legal rights or to defend against legal claims; as necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, violations of the terms of use of the data, or to investigate the physical safety of any person.

In addition, the general scope services provided by Federal Signal do not include the transmission or storage of social security information, financial information, student information deemed confidential by the institution, or patient data information, as referenced in regulations such as the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA) and Payment Card Industry (PCI) specifications. Therefore, while our data privacy and security policies could accommodate the regulations referenced above, it is our understanding that these regulations do not currently apply to our current services offerings.

Physical Security

Data is housed in physically-secure facilities in which surveillance systems are in place and access to the facility is limited and controlled by badge or biometric identification.

Encryption

All data storage and network traffic between messaging servers, web servers and web browsers are encrypted using industry standard encryption.

Authorized Access Only

Only authorized administrative and support staff at Federal Signal have access to hosted customer databases for maintenance and support functions. Authorized staff can only gain access to data after successfully authenticating with proper username and password.

Important note regarding Federal Signal personnel:

Criminal, credit, and employment background checks as well as 10-panel drug screening tests are mandatory for Federal Signal personnel prior to employment. Additionally, Federal Signal personnel are bound by confidentiality obligations and are subject to discipline, including termination and criminal prosecution, for violation of their obligations.

Monitoring and Auditing

Federal Signal database and web servers are monitored and security logs audited routinely. Federal Signal will notify customer promptly upon detection of any unauthorized attempts to access its data, or unauthorized data modification, destruction or disclosure.

Termination of Hosting Agreement

Upon termination of the hosting agreement between Federal Signal and customer, Federal Signal will, at customer's written request return all data to customer or destroy all customer data in its possession.

Data Accuracy

Federal Signal depends on its customers for the accuracy of hosted data and to update or correct this data as necessary. Federal Signal makes no representation as to the accuracy of data it acquires on behalf of a customer from 3rd party vendors.

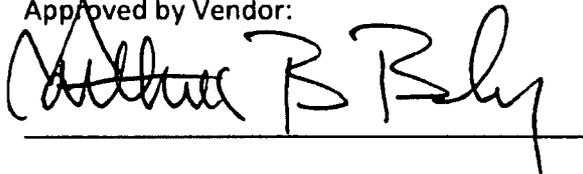
Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Approved by Vendor:

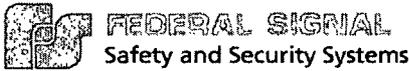


Title: Vice President Business Development

Approved by County:

 8/21/12

Chairman
Board of Commissioners



**Sarpy County Emergency Management
2012 Support & Maintenance Renewal**

QUOTE ID: -051112v1-kp

Federal Signal Proposal Summary:		Price
CS-MS-P	Federal Signal Premium Support and Maintenance Package-Hosted System-700 users Includes Technical Support 24/7 and software updates	\$6,165.60
CS-D-HOST	Hosted Dialing Service Fee	\$720.00
CS-D-PPMIN	Pre-Paid Dialing Minutes 7500@\$.12	\$900.00
Total:		\$7,785.60

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 3 years. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Application Service Agreement document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if signed below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery:
Freight Terms:
Terms:

Federal Business ID#: 36-1063330

Proposed By: Kelly Persinger
Company: Federal Signal Codespear
Address: 2035 Franklin Road
City, State, Zip: Bloomfield Twp., MI 49302
Country: USA
Work Phone: 248-333-4310
Approved By: John Von Thaden
Title: Director & General Manager

Signature:

Accepted By:
Signature:
Chairman
Title:

8/21/12
Date:

Sarpy County
28% based on approx 700 licenses

Local Server(s)	
Annual Support & Maintenance	\$6,165.60
Hosted Dialing Service Fee	\$720.00
Estimated Annual Dialing Minutes 7500 @ \$0.12	\$900.00
	<hr/>
	\$7,785.60

8-9-12 Updated
Sarpy County

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Codespear Agreement

On August 21, 2012 the County Board will be asked to approve the attached agreement with Federal Signal for the County's Codespear software. This software is used for providing alert notifications and communication for various departments and in times of emergencies. Previously, this was paid through UASI funds through the City of Omaha. With the new agreement, Sarpy County is responsible for an annual cost of \$7,785.60.

Should you have any questions, please feel free to contact me at bgarber@sarpy.com.

August 17, 2012

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Larry Lavelle