

XO Connect

1.0 Service. XO Connect is a fully hosted and Web-based mass messaging and notification solution.

1.1 Unlimited Messaging. In consideration for the Service Fee (as defined below), XO shall provide Customer with XO Connect service (the "Service"), to send unlimited any-time messages to the total number of individuals set forth on the Agreement (each, a "Recipient," and collectively, the "Recipients").

1.2 Database. Customer may provide up to three (3) phone numbers, two (2) email addresses, and one telephone number for SMS per Recipient (the "Customer Data"), provided that the secondary phone numbers must not tie up more than one phone land-line of a multi-line business. Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by Customer or Recipient.

1.3 Training, Customer Support, Maintenance. XO will provide training to educate all users on how to send messages, receive reports, and other aspects of the operation of the Service. XO will also provide the Customer with unlimited maintenance and support (Customer care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the Term of the Agreement. Customer will designate qualified personnel to act as liaisons between Customer and XO respecting technical, administrative and content matters, and providing accurate and current contact information.

1.4 Geographic Information System (GIS) Mapping. The Service will include a geo-based mapping system that allows Customer to create specific call lists for certain areas of Customer's jurisdiction using criteria such as radius, street, zip code.

1.5 Remote Launching Capability. The Service allows Customer to access and use the Service from anywhere in the U.S. and Canada via an Internet connection and/or a phone.

1.6 XO Connect Web Interface. XO will provide Customer with access to the Service through XO's website located at www.xo-connect.com ("XO Connect Interface").

2.0 Start of Service/Termination.

2.1 The initial Service term will commence on the Start of Service Date and will expire at the end of the initial term as specified in the Agreement ("Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into XO's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.

2.2 Termination with Cause. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by XO for non-payment. If Customer terminates the Services for convenience, or any reason other than for cause hereunder, then Customer will not be entitled to a refund of any Service Fees paid prior to Customer's termination.

2.3 Effect of Termination. In the event of termination or expiration of this Agreement, Customer will: (i) immediately discontinue access to and/or use of the Service; (ii) pay to XO all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to XO within a reasonable time at Customer's cost and immediately disable any embedded link(s) to the XO Connect Interface. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued

prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.

3.0 Fees. Fees for the Service will be set forth on Customer's SOA, and will be payable on an annual basis (the "Service Fee"). The Service Fee will be invoiced upon execution of the Agreement. Fees are paid at the beginning of each annual period and are due in within the Payment Deadline as established in the Agreement. Service Fees are valid for the initial Term of the Agreement and any auto-renewal terms. XO retains the option to audit the number of Recipients in the Customer's contact database on a quarterly basis and adjust the Service Fee accordingly.

3.1 In the event that an audit indicates the presence of an increase of 10% or more in the Customer Data count, XO will invoice the Customer for the additional fee representing the increase, at the end of the quarter in which such audit occurred. The additional fees are due within 30 days of invoicing.

3.2 In the event that a quarterly audit indicates a decrease in the Customer Data count, the reduction will be reflected by XO in the annual invoice at the onset of the following year, if any.

4.0 Confidentiality.

4.1 Confidential Information. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information, (as defined below), with no less than a reasonable degree of care. As used in this Agreement, "Confidential Information" means information not generally known to the public, and maintained by the disclosing party as confidential, whether of a technical, business or other nature that relates to the provisioning of Services or that, although not related to such provisioning of Services, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. For purposes of this Agreement, "disclosing party" includes controlled affiliates of a Party who disclose Confidential Information to the receiving party regarding the provisioning of Services under this Agreement. XO "Confidential Information" shall include, but not be limited to, the Service and all documents relating to the provision of Service including but not limited to the training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. XO will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.

4.2 Exceptions. The provisions of this Article 4 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party without confidentiality restrictions at the time of its receipt from the disclosing party; (iii) is rightfully received from a third Party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv) can be shown by documentation to have been independently developed by the receiving party without reference to any Confidential Information; or (v) is identified by the disclosing party as no longer proprietary or confidential.

4.3 Existing NDA. Notwithstanding the foregoing, if the parties have executed a mutual Non-Disclosure Agreement ("NDA") that is in effect as of the date of this Agreement, then such NDA will govern the parties' obligations with respect to the Services provided hereunder, and such NDA will be coterminous with this Agreement.

5.0 Privacy Policy and Acceptable Use Policy. Customer agrees to comply with the applicable then current Acceptable Use Policies and Privacy Policies of XO and its third-party provider, (collectively, the "Policies") which can be found at the XO Connect Website located at www.xo-connect.com, and at the following URL: <http://www.xo.com/about/policy/Pages/acceptable-use.aspx>, as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.

6.0 Representations and Obligations. Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Customer Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and using, the Customer Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify XO in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject XO to any regulations or laws due to the import of certain Customer Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from Customer; (viii) it will not use the Service in combination with products or services not provided by XO or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. Customer agrees to defend, indemnify and hold harmless XO against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages Customer distributes using the Service or Customer's use of the Service.

7.0 Limitation of Liability. In no event will XO, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the Customer or any third party arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. XO, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, line failure, interruptions or disruptions in the services contemplated under this Exhibit caused by or resulting from any act, omission or condition beyond XO's reasonable control, whether or not foreseeable or identified. Under no circumstances will the aggregate liability of XO to Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to XO under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of XO for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, Customer shall be responsible for all claims and damage resulting for misuse of the Service by Customer or its users including reimbursement of any expenses incurred by XO in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different.

8.0 Limited Warranty. **THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, XO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER XO NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND (C) XO AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE.** In the event of any failure of the Service or XO in complying with this Agreement, Customer's sole remedy shall be to terminate the Agreement. Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, XO shall not be liable for any death, personal injury or damage to property. Customer also acknowledges and agrees that the primary recourse of Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.

9.0 Miscellaneous. Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to Customer any ownership rights in the foregoing materials, the Service, or the goodwill associated therewith. Each Party may seek any relief, including equitable relief provided under law for a breach or threatened breach of confidentiality obligations herein. Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the XO Connect Interface, without the express written permission of XO.

10.0 Service Extension Charges. XO will terminate Service at no additional charge at a minimum point of entry ("MPOE") on Customer or End User Premises. The MPOE will be determined in all instances solely by XO. If Customer needs an extension of Service beyond the MPOE (and XO is willing to provide the extension), the charge for such extension will be as set forth at www.xo.com/SiteCollectionDocuments/information/Rates_Charges/dedicated_transport_service_charges.pdf. If, after preparing to begin work on Customer or End User Premises, XO determines that additional work is required, XO will so advise Customer and the Parties will agree in writing to any additional charges before XO continues with the work.