

**WebEOC Managed Hosting, Hybrid Installation
Master Services Agreement**

This Master Services Agreement, effective this 22nd day of NOV 20 11, is made by and between ESI Acquisition, Inc., (hereinafter referred to as "ESI"), a Delaware corporation, having its principal place of business at 823 Broad Street, Augusta, Georgia, 30901 and City of Corpus Christi (hereinafter referred to as "Customer") which has its principal place of business at 1201 Leopard Street, Corpus Christi, TX 78401.

WHEREAS: ESI is an Application Service Provider that makes available managed hosting services, for a fee, to entities holding a valid license to WebEOC and other ESI-licensed software;

WHEREAS: The Customer holds a valid license to WebEOC; and

WHEREAS: The Customer seeks to engage ESI as its Application Service Provider for WebEOC.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

(a) "Agreement" means this Agreement and its Exhibits, the WebEOC End User License Agreement (EULA), license agreements for all other software used in performance of the Agreement, any purchase order issued under this Agreement, and any other signed writings between the parties concerning this Agreement.

(b) "Application Service Provider" means an entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

(c) "ASP Environment" means the facility and Hosted Systems used by the Application Service Provider to deliver the Hosting Services.

(d) "Availability" means Application Service Provider site availability, or the capability for the Customer and/or any of its authorized users to access the Hosted System and/or deliver ".html" formatted pages successfully through an internet connection exclusive of processes, hardware and software beyond the control of ESI.

(e) "Effective Date" means the date stated at the top of this Agreement.

(f) "Hosting Services" means the installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of a customer and exclusively for the benefit of permitted users of the Software.

(g) "Hosted System" means the combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

(h) "Hybrid Installation" means the installation of a redundant instance of WebEOC for Customer in an environment maintained by the Application Services Provider to provide fail-over WebEOC capabilities in the event Customer loses local WebEOC capabilities.

(i) "Service Commencement Date" means the date on which Customer is notified in writing, via electronic mail or facsimile, by ESi that the Hosted System is installed, data replication capabilities are in place, and Hosting Services are operable and accessible to Customer.

(j) "Software," means all of the WebEOC® and ESi-branded software licensed to Customer by ESi.

(k) "Software Support Plan" means a packaged plan of application support services and software updates including, but not limited to, technical corrections, patches, bug fixes, and level and other software releases which are specific to the Software.

2. Scope of Services

ESi, acting as an Application Service Provider (ASP), shall provide Hosting Services for Customer in a shared ASP Environment according to the provisions set forth in Exhibit A ("Terms of Service") to this Agreement.

3. Term

The initial term of this Agreement shall be one (1) year from the Service Commencement Date. Customer may renew for successive (1) year terms according to the term set forth in Section 4(b) of this Agreement.

4. Fees and Payment

(a) Customer shall pay ESi the fees stated in Exhibit B, "Quote for Services." Such fee shall be due and payable by Customer within thirty (30) days of receipt of a valid invoice from ESi.

(b) At least ninety (90) days prior to the anniversary of the Service Commencement Date, ESi shall notify Customer of the opportunity to renew this Agreement for an additional term of one (1) year and provide a price quotation for the additional term. Such price quotation shall reflect the published list price for Hosting Services and Software Support in effect at that time. At least thirty (30) days prior to the anniversary of the Service Commencement Date, ESi shall invoice Customer for an additional term of one (1) year at the stated price. Such stated price shall include the cost of hosting, application software support and technical support. Customer shall pay to ESi the invoiced amount within thirty (30) days of receipt of a valid invoice. Remittance of a purchase order, payment or other binding obligation to pay by Customer to ESi shall constitute acceptance by Customer of ESi offer of renewal.

(c) ESi reserves the right to charge interest equal to one and one-half percent (1.5%) on all amounts past due with interest accruing as of the day after the due date, or the maximum rate allowable by law, whichever is less.

5. Termination

(a) Termination, Non-Renewal. This Agreement shall terminate one year from the effective date unless renewed by Customer.

(b) Termination, Material Breach. Prior to expiration, either party may terminate this Agreement immediately, upon written notice to the other, if the other party materially violates any provision of this Agreement and fails to remedy such violation within ten (10) days after written notice thereof. Material breach of this Agreement shall include, but not be limited to:

- (i) Violation of any proprietary rights of ESi or its third party licensors, agents or business partners, including but not limited to confidentiality, trademarks, copyrights, patents or patent rights, or any other ESi proprietary rights or interests in the Software, licenses or sublicenses whether or not expressly stated in this Agreement;
- (ii) Failure to pay the fees outlined in this Agreement as set forth in Section 4(a) of this Agreement; and
- (iii) Violation of the ESi Acceptable Use Policy available at: http://www.esi911.com/esi/index.php?option=com_content&view=article&id=36&Itemid=128

(c) Termination Without Cause. Either party may terminate this Agreement without cause on sixty (60) days written notice.

(d) Upon termination of this Agreement for any reason:

- (i) Customer access to ASP services shall be suspended;
- (ii) Customer shall immediately surrender to ESi any Internet protocol numbers, addresses or ESi-owned domain names assigned to Customer in connection with the Hosting Services delivered hereunder;
- (iii) ESi shall copy Customer data to a portable storage medium and ship to Customer via courier or other traceable delivery service within ten (10) days of termination date unless other arrangements are requested by Customer within five (5) days of the termination date;
- (iv) Any and all Customer data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon confirmation from Customer that Customer data has been received in machine-readable format; and
- (v) Any terminated Customer requesting restoration of Hosting Services shall pay a \$2,000 reinstatement fee and all applicable fees for requested services, and shall be liable to pay any outstanding, undisputed amounts due ESi prior to such restoration of services.

(e) Upon termination pursuant to paragraphs (a) and (c) of this Section 5, Customer shall be entitled to a rebate for Hosting Services purchased and not performed. The unit of measure for calculating any rebate shall be weeks and shall be calculated using the following formula: (contract price/52 weeks) x number of weeks of service Customer would have received if the Agreement had been fully performed. In the event that ESi terminates the agreement for any of the reasons stated in Section 5 (d) above, ESi shall retain the balance as liquidated damages.

6. Independent Contractor

ESi is an independent contractor. ESi and its employees, agents and subcontractors shall act solely as independent contractors in the performance of services delivered hereunder, and nothing stated or implied herein shall be construed to create a partnership, joint venture, employment or agency relationship of any kind between ESi and Customer.

7. Confidentiality

(a) Confidential Information means all information concerning ESi or any business partner of ESi to which Customer is provided access by virtue of this Agreement or its activities hereunder, including without limitation, technical data, product design and development information, source code and source code documentation, business operations and plans, sales information, information about quantity and kind of software licenses sold, prices and methods of pricing, marketing techniques and plans, trade secrets, unannounced products, product and process information and any other information which, if disclosed to others, might be competitively detrimental to ESi.

(b) Confidential Information also shall mean all information concerning Customer to which ESi is provided access to by virtue of this Agreement or its activities hereunder, including, without limitation, data, documentation, business operations and plans, operating procedures, or any other information which, if disclosed to others, might be detrimental to Customer.

(c) Confidential Information shall not include any information which has been publicly disseminated in writing by ESi or Customer which either party can show it knew prior to the disclosure or which was rightfully received from a third party without restriction.

(d) During the term hereof and at all times thereafter, ESi shall maintain the Confidential Information of the Customer in strictest confidence, shall not disclose it to any third party, except as required by applicable law and/or regulation and/or by order of a court of competent jurisdiction, and shall use it only as necessary to perform hereunder. ESi shall cause each of its officers, directors and employees to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure and use by any of them. ESi agrees that any person to whom Confidential Information is disclosed shall be bound by confidentiality obligations that are at least as protective as those contained herein.

(e) ESi and Customer agree that certain of ESi's information with respect to the negotiation or performance of this Agreement may, if marked confidential by ESi, constitute a trade secret or be of a proprietary business, technical, engineering, or economic nature ("confidential information") and will be treated as confidential by the City as privileged commercial information under Section 552.110 of the Texas Public Information Act, Chapter 552, Texas Government Code, if each page and sheet is clearly marked and identified as proprietary information, that should not be made available to the public. If a request is received for the information, ESi will be notified and the request and information will be forwarded to the Attorney General for a determination under Section 552.301 of the Act. Once the City has given ESi notice of the request, ESi has the responsibility to take whatever steps it deems appropriate to protect its interests. The City will withhold the information from the requester under Section 552.305 of the Act, until after the Attorney General's decision is received. The City will only release the information if directed to do so by the Attorney General.

8. Representations and Warranties

- (a) ESi represents and warrants to the Customer that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.
- (b) Customer represents and warrants to ESi that it has the power and authority to enter into this Agreement and to perform the obligations stated herein.
- (c) Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall access and utilize services provided under this Agreement in a lawful manner and not in violation of any applicable law, regulation, treaty, convention or order including, but not limited to intellectual property laws and United States export controls.
- (d) Customer represents and warrants that Customer and its officers, directors, attorney, agents, employees and other authorized users shall not sell, lease, share or otherwise permit access by a third party to services covered under this Agreement. Customer further represents and warrants that Customer and its officers, directors, attorney, agents, employees and Permitted Users shall not permit access, under any circumstances, to the Software, related materials or services provided under this Agreement by any person, entity or nation in violation of any United States export laws, regulations or controls.

9. Notices

Except as otherwise specifically set forth herein, all notices shall be in writing, shall be delivered by overnight express courier requiring signature of the addressee to complete delivery, and shall be sent to the parties at the addresses set forth below, or to any other addresses designated in writing hereafter. Notice shall be deemed delivered two days after it is given to the courier by the notifying party.

For Customer:

City of Corpus Christi
Attn: Billy Delgado
Emergency Management Coordinator
2406 Leopard Street
Corpus Christi, TX 78408
billyd@cctexas.com
Facsimile: 361 826 3971

Carlos Valdez
City Attorney
carlosv@cctexas.com

For ESi:

Eric Kinzel
Vice-President, Information Technology
823 Broad Street
Augusta, GA 30901
ekinzel@esi911.com
Facsimile: (706) 826-9911

With copy to:

Melissa M. Leigh
General Counsel
mleigh@esi911.com

10. Indemnification

- (a) To the extent authorized by the Constitution and laws of the State of Texas, Customer agrees to indemnify and hold harmless ESi and its officers, directors, attorney, agents and employees from and against all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any and all claims by a third party, under any theory of legal liability, related to actual or alleged use by Customer of the services provided under this Agreement, actual or alleged breach by Customer of its obligations to end users or other third

parties, or any disputes between persons who claim to have the authority to act on behalf or bind the Customer.

(b) To the extent authorized by the Constitution and laws of the State of Texas, ESi and Customer agree to indemnify, defend and hold harmless the other party, and each of their respective officers, directors, attorney, agents and employees from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by a third party asserting, under any theory of legal liability, infringement of such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that the party seeking indemnification notify the other party, in writing, promptly of the receipt of a written notice of the claim. ESi and Customer agree, in the event of such claim, to provide the party seeking indemnification with reasonable assistance, at the indemnifying party's cost, in the defense or settlement of the claim.

11. Limitation of Liability

(a) IN NO EVENT SHALL ESi BE LIABLE FOR ANY CLAIM OR DEMAND BY THE CUSTOMER OR A THIRD PARTY OR FOR ANY LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR INCIDENTAL TO THE TRANSACTIONS HEREUNDER, MAY BE BROUGHT AGAINST ESi MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ESi's total liability under this AGREEMENT shall not exceed the total amounts received by ESi from Customer hereunder.

(b) ESi shall not be liable to Customer for harm caused by or related to the Customer's use of the services provided under this Agreement or the inability to use such services, unless the harm was caused by the gross negligence or willful misconduct of ESi.

(c) Customer releases ESi from any liability for loss of data to the extent that such data has been updated, modified or changed by Customer, since the time that ESi was last required to perform a back-up.

12. Disclaimer of Warranty

(a) ESi DOES NOT REPRESENT OR WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE INHERENT RISKS ASSOCIATED WITH THE TRANSFER OF INFORMATION THROUGH AN INTERNET CONNECTION AND SUCH RISKS INCLUDE LOSS OF DATA OR OTHER INFORMATION, PRIVACY AND PROPERTY.

(b) ESi MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT ESi WARRANTS THAT IT HAS ALL NECESSARY RIGHTS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR INTELLECTUAL PROPERTY WHICH MAY BE REQUIRED TO PERFORM THE SERVICES DESCRIBED IN THIS AGREEMENT.

13. General

(a) **Ownership.** Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property, and that ESI shall own any intellectual property it develops in the course of performing the services. Customer acknowledges and agrees that Customer shall not acquire any ownership rights or right of physical access to the hardware used by ESI to perform the services under this Agreement.

(b) **Entire Agreement.** ESI and Customer acknowledge that they have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except in writing signed by both parties. Facsimile signatures or signatures imprinted in an electronic medium, such as .pdf format, shall be deemed to be original signatures.

(c) **Assignment.** Customer may not assign this Agreement without prior written consent by ESI. Any assignment in violation of this provision is null and void. ESI may freely assign this Agreement in connection with any sale or transfer by ESI of the Loaned Software, or substantially all of ESI's business. Such assignment shall be fully binding and enforceable as against all permitted assignees and successors in interest.

(d) **Enforceability.** If any provision of the Agreement, or any portion thereof, shall be held to be invalid, illegal, unenforceable or void as against public policy, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(e) **Force Majeure.** Any delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that such party has made reasonable efforts to notify the other party in writing and makes reasonable efforts to resume performance once the condition interfering with or preventing performance is removed. With respect to performance by ESI, "conditions beyond the reasonable control" of ESI, thereby constituting events of force majeure, shall include conditions relating to processes, hardware and software beyond the control of ESI such as information transmission delays due to excessive internet traffic and internet outages, and shall also include conditions such as natural disasters, acts of war, acts of God, fire, flood and power failure.

(f) **Waiver.** The failure of either Customer or ESI to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

(g) **Authority.** The individuals executing this Agreement on behalf of the Customer and ESI do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

(h) **Choice of Laws and Venue.** Except where the laws of another state are referenced, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Georgia, regardless of application of choice of law rules or principles. Unless otherwise elected by ESI at its option and in writing for a particular instance, the sole jurisdiction and venue for

actions related to the subject matter hereof shall be the state or United States District Court having within its jurisdiction the location of ESI's principal place of business in Augusta, Georgia. Both parties consent to the jurisdiction of such courts and agree that process may be served in any manner allowed by the laws of the State of Georgia or of the United States.

(i) Equal Opportunity and Affirmative Action. ESI does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, disability, age, marital status or sexual orientation in its employment, hiring or contracting practices. ESI complies with all applicable local, state and federal laws prohibiting discrimination including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans With Disabilities Act of 1990, the Equal Pay Act of 1963, the Vocational Rehabilitation Act of 1973, Executive Order 11246, Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Georgia Equal Employment for Persons with Disabilities Code. Contractor shall comply with the laws, regulations and orders stated above and shall promptly provide to ESI any information needed by ESI to comply with any related reporting requirements.

(j) Survival. The provisions of Sections 5, 6, 7, 8, 10, 11, 12, and 13 shall survive expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the day and year set forth above.

ESI Acquisition, Inc. ("ESI")

By:

Name: Curtis R. MacDonald

Title: Chief Operating Officer

Date: 10-07-11

City of Corpus Christi

By:

Name: Ronald L. Olson

Title: City Manager

Date: 11-22-11

Approved as to form: _____

R. Jay Reining
First Assistant City Attorney
For City Attorney

EXHIBIT A
TERMS OF SERVICE

1. Definitions

All defined terms in this Exhibit A shall have the same meaning set forth in the Agreement, except where otherwise stated in this Exhibit.

2. Scope of Services

(a) ESi, acting as an Application Service Provider, shall provide Hosting Services to Customer according to the provisions set forth in the Agreement. ESi shall create an account for Hosting Services on behalf of Customer upon receipt of a signed Agreement and valid purchase order. ESi shall notify Customer promptly upon creation of Hosting Services account and provide Customer with all information required to access such account. ESi, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.

(b) ESi shall provide and maintain the facilities, hardware, and networking components necessary to operate a high-availability, shared ASP Environment for the benefit of Customer.

(i) Customer environment shall have the capacity to support up to 250 concurrent users of Hosting Services. Any Customer requiring support of greater than 250 concurrent users may purchase additional Hosted System capacity, for a fee, from ESi.

(ii) Customer environment shall be limited to a database having 5 Gigabytes of data storage capacity. Any Customer requiring additional database storage capacity may purchase additional data storage capacity, for a fee, from ESi.

(c) ESi shall perform, at its convenience and after notice to Customer, scheduled updates of Software as new releases become available. Such updates shall be scheduled to enable the simultaneous update of Software licensed to Customer and all other ESi-hosted customers. Scheduled updates shall include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software). ESi also shall install updates and security patches for other software, including operating system software, installed on hardware used to deliver Hosting Services.

(d) ESi shall perform, as needed, emergency security updates to the Hosted System and Software to protect the ASP Environment from newly identified and widespread threats to the internet or internet-based services posed by worms, viruses and Trojans, or to address other vulnerabilities, with little or no notice to Customer. Such updates shall be treated as scheduled outages and the outage period shall not be considered as service downtime in any performance assessment that may be conducted.

(e) ESi shall provide and maintain a Hybrid installation of Customer's locally installed instance of Software to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at Customer site. ESi shall provide Customer with all information needed to access and operate Customer failover site.

(f) ESi shall notify Customer in writing, via electronic mail or facsimile, of any planned service outages, i.e. for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Agreement.

(g) ESi shall schedule, perform and maintain a duplicate ("backup") record of Customer's data during such times that the Customer's Hybrid Installation is activated in response to loss or failure of Customer's locally installed instance of Software, and operated as a failover instance by Customer. During such times that the Hybrid Installation is the only instance of the Software accessible to Customer, ESi shall perform hourly SQL transaction log backup to disk and daily full backup to tape. Data backups are limited to SQL database server files (i.e. those files having a .mdf or .ldf file extension). Data backups shall be retained on-site for one week and off-site for three additional weeks. ESi shall have no responsibility or obligation to perform or maintain duplicate data records for Customer's locally installed instance of the Software or inactive Hybrid Installation.

(h) With assistance of Customer, ESi shall migrate data from Hybrid Installation to locally installed instance of Customer Software after activation of Hybrid Installation has been closed and Customer confirms that impairment of locally maintained instance has been corrected and local capabilities are restored.

(i) ESi shall provide Customer with technical environmental support services. Such support services shall be available 24 hours per day, 7 days per week. Technical support services shall include assistance with problems related to ASP Environment, operating system and related software licensed by ESi on behalf of Customer, data or Hosted System access or similar problems. Technical support may be accessed by Customer by calling the Technical Support Help Desk at (877) 771-0911 or paging the on-call technician at (888) 243-7204. International customers access Customer Support by calling (706) 823-0911 or paging the on-call technician at (706) 240-0016.

(i) ESi shall perform all services offered under the terms of the Software Support Plan purchased by Customer, as documented in both Exhibit B, "Quote for Services" and Exhibit C, Software Support Plans."

(j) Customer may request performance of additional services by ESi. Such services shall be invoiced separately by ESi at the current published rate for labor and actual costs for materials and travel, if applicable.

3. ESi Obligations

ESi shall perform all services described in Section 2 of this Agreement in a commercially reasonable manner and consistent with the practices used by ESi to maintain and protect its own data and systems.

4. Customer Obligations

(a) The Customer shall maintain, at Customer's expense, a secure high speed internet connection through which to access its hosted Software.

(b) The Customer shall appoint a designated point of contact and two alternate points of contact for its interactions with ESi. Customer shall provide ESi with the name, job title, physical

address, telephone number, facsimile number and electronic mail address for each of the contact persons. Customer shall keep such contact information up-to-date and promptly notify ESi, in writing via electronic mail, of any changes.

(c) The Customer shall maintain, at its expense, a valid license to any third party software products required to effectively and lawfully operate Customer instance of the WebEOC Software including, but not limited to, Double Take replication software and Double Take software maintenance plan. ESi expressly disclaims any obligation to provide or maintain such third party product licenses on behalf of Customer

(i) Special Note regarding the WebEOC Software: The Customer shall maintain, at Customer's expense, a Software Support Plan at all times during the term of this Agreement and any subsequent renewal terms. Customer may elect to purchase a Bronze, Silver, Gold or Platinum-level Support Plan. Failure to maintain the most recent version and release in Customer's local operating environment may impair or make impossible performance of the Software in the Hybrid Installation environment.

(ii) Special Note regarding Double Take Software: At all times, Customer is obligated to maintain the same version and release of the Double Take Software on its local server as installed in the Hybrid Installation environment. ESi shall notify Customer in writing of the version and release of the Double Take Software to be installed upon initial signing of this Agreement. ESi also shall provide Customer with at least ten (10) days written notice of any subsequent upgrades to the Double Take Software during the term of this Agreement. Failure to maintain the most recent version and release in Customer's local operating environment may impair or make impossible performance of the Software in the Hybrid Installation environment.

(iii) Special Note regarding Windows Server Operating System and Microsoft SQL Server Software: At all times, Customer is obligated to maintain, at its expense, the same version and release of the Microsoft Windows Operating System and Microsoft SQL Server Software in its local environment as installed in the Hybrid Installation environment. ESi shall notify Customer in writing of the version and release of software to be installed upon initial signing of this Agreement. ESi also shall provide Customer with at least thirty (30) days written notice of any subsequent upgrades to such software during the term of this Agreement. Failure to maintain the same version and release in Customer's local operating environment may impair or make impossible performance of the Software in the Hybrid Installation environment.

(iv) Special Note regarding firewall ports: The Double Take Software requires that Customer open ports in its firewall to allow replication traffic between the Customer's local environment and the Hybrid Installation. ESi shall provide Customer with instructions with respect to configuration of ports. From time to time, upgrades to the Double Take or Microsoft Software may require a change in the configuration of Customer firewall ports. ESi shall communicate such changes to Customer. Failure or delay in the reconfiguration of firewall ports may impair or make impossible the performance of the Software in the Hybrid Installation environment.

(d) The Customer shall use reasonable security precautions in connection with the use of services provided under this Agreement.

(e) The Customer is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.

(f) The Customer shall make best efforts to notify ESi in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid ESi with the planning of any scheduled outages.

(g) The Customer will make best efforts to promptly notify ESi Customer Support of any local server failure that requires activation the Hybrid Installation environment.

(h) After activation of the Hybrid Installation environment, Customer shall promptly notify ESi Customer Support when local capabilities are restored and request that ESi initiate migration of data from Hybrid Installation to locally installed instance of Customer Software.

5. Service Levels and Warranty

(a) All support calls received from Customer shall be logged and tracked in the ESi customer support system as a "Customer Support Ticket." Each Customer Support Ticket shall include an initial assessment of the Severity Level of the request for support:

<i>Severity Level</i>	<i>Definition</i>
ASP 1	Hosting Services are not accessible to Customer via a public internet connection.
ASP 2	Hosting Services are accessible, but performance is reduced or impaired.
Software, Severity 1	Any and all errors which, individually or collectively with other errors, prevent Customer or permitted users of Customer from performing useful work or are deemed by Customer or any of its permitted users to be fatal to the operation of the Software.
Software, Severity 2	Any and all errors which, individually or collectively with other errors, disable major functions of the Software from being performed and are deemed by Customer or any of its permitted users to have a severe impact on the operation of the Software.
Software Severity 3	Any and all errors which, individually or collectively with other errors, disable only certain non-essential functions of the Software and are deemed by Customer or any of its users to have degraded operation of the Software.
Software, Severity 4	All other errors not appropriately classified as Severity 1, Severity 2 or Severity 3 and are deemed by Customer or its permitted

	user as having a limited impact on the operation of the Software.
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(b) ESi shall make all commercially reasonable efforts to resolve Customer Support Tickets in accordance with the following schedule:

	Acknowledgement of Customer Support Ticket	Resolution
ASP1	Within 30 minutes	Failover to redundant ASP environment and/or correction of error as soon as possible.
ASP2	Within 2 hours	Failover to redundant ASP environment and/or correction of error as soon possible.
Software, Severity 1	Within 1 hour	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 1 business day;and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 10 business days.
Software, Severity 2	Within 4 hours	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 3 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 20 business days.
Software, Severity 3	Within 1 business day	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 10 business days; and Delivery by ESi of the object code fix or other permanent fix and revised documentation to Customer within 45 business days.
Software, Severity 4	Within 5 business days	Delivery by ESi of a patch, workaround or temporary fix and revised documentation to Customer within 30 business days; and

		Delivery by ESI of the object code fix or other permanent fix and revised documentation to Customer as appropriate.
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(c) ESI shall only be responsible for performance of components of the Hosted System and Services under its control. ESI shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of Customer to perform its obligations under this Agreement.

7. Limitations on Use of Services

(a) Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value by Customer to any third party.

(b) Hosted System and Hosting Services are provided to support the Software, an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or ASP Environment may lead to bodily injury, death or destruction of property.

(c) Installation of software applications in ASP Environment is limited to software licensed to Customer by ESI and software supplied by ESI either as a component of the Hosted System or to support delivery of Hosting Services.

(d) The Customer shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the ASP Environment for other customers.

8. Information Security and Business Continuity

(a) ESI shall perform all services hereunder consistent with its ASP Information Security Program ("Security Program"). Such Security Program shall set forth, at a minimum, ESI policies and procedures with respect to data classification and management, data and system back-ups, account and password management, physical security and access, network configuration and access, change management, media management and destruction, security training and awareness, and continuity of ASP Environment operations.

(b) Any sub-contractors used to deliver, or support delivery of the Hosting Services shall maintain an information security and business continuity program which is supportive of the Security Program.

(c) A copy of the Security Program is available, upon request and after execution of the ESI Non-Disclosure Agreement.

(d) Hosting Services are provided in a shared environment. Customization of information security, data management and/or business continuity practices to meet Customer-specific needs is not supported.

EXHIBIT B
QUOTE FOR SERVICES

ASP Setup, Hybrid Hosting, and WebEOC Software Support fees are detailed in the
attached quote, Quote Number Q15654.



ESI Acquisition, Inc
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Customer: Corpus Christi
Invoice Partner: Coastal Bend Regional Advisory Council TSA-U
Address: P.O. Box 18460
Corpus Christi, TX 78480

Document Number: Q15654

Title:
Contact: Rick Adams

Phone:
Reference

Summary: Revised Quote for Hybrid Failover - Software Support for 2 years

Date: 01/20/2011

Quote Expires: 07/19/2011

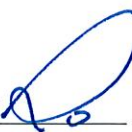
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

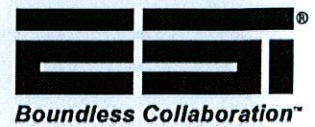
Product ID	Description	QTY	List Price	Your Price	Extended Price
TS-ASPSU-ES	ASP Setup (WebEOC® or ESIWebFUSION™)	1		2,500.00	2,500.00
TS-CIMS7-25A-H	ASP Hybrid <= 250 Concurrent Users - Annual	1		6,450.00	6,450.00
SW-DTSTD-1ST	Double-Take® Standard Edition w/YR1 maintenance	1		3,000.00	3,000.00
TS-CIMS7-25A-H	ASP Hybrid <= 250 Concurrent Users - Annual Year Two (2) Software Support	1		6,450.00	6,450.00
SS-DTSTD-YR	Double-Take® Standard additional year maintenance Year Two (2) Software Support	1		600.00	600.00
TS-PMHOR-B-ES	Project Management - Normal Hourly Rate (Travel excluded)	2		250.00	500.00
TS-WPGML-ES	Tech Services - Normal Hourly Rate Lead Developer Bank of Board Building	3		150.00	450.00
	Tax Not Included			19,950.00	0.00
Sum Σ					19,950.00

EXHIBIT C
SOFTWARE SUPPORT PLANS

ESi 
Rev. 11/09

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RECIPIENT 



Software Support Plans
WebEOC®, Town Square & ESiWebFUSION™
(Last Updated: August 2, 2011)

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OPTIONAL EMERGENCY ON-SITE SUPPORT (EOSS) AGREEMENT

1.0 GENERAL**WEBEOC PROFESSIONAL, ST, AIR SOFTWARE SUPPORT PLANS**

ESi offers support plans that capture the services most often requested by our clients. It is our hope that these plans will streamline the procurement process.

ESi offers the four optional software support plans listed below and described in the coming pages.

- **Bronze**
- **Silver**
- **Gold**
- **Platinum**

WEBEOC TOWN SQUARE SOFTWARE SUPPORT PLANS

ESi offers two optional software support plans listed below and described in the coming pages.

- **Basic**
- **Premium**

PERIOD OF PERFORMANCE / DATES**ESi Software Support bundled with License Fee:**

When Year 1 Software Support is purchased as a *bundled line item with ESi software*, the 90 day maintenance period shall begin on the 1st day of the month following software installation.

If customer/licensee opts to install the software in its own environment, it is the responsibility of the customer/licensee to notify ESi customer support when software installation is complete. Upon notifying ESi the 90 day maintenance period shall begin on the 1st day of the month following software installation.

PLEASE NOTE: If customer/licensee does not notify ESi of an installation date within 90 days of the date of customer/licensee purchase contract, the 90 day maintenance period shall be presumed to begin on the date of such purchase contract.

Software Support not purchased:

If customer does not purchase Software Support, either as a bundled package or as a separate line item, then the customer is still entitled to receive any software updates created and released by ESi during the first 90 days of ownership, from the first day of the month following installation of the WebEOC Software.

Software Support for Plug-ins:

When Year 1 Software Support is purchased for plug in modules (i.e., *WebEOC Resource Manager*, *WebEOC Team Manager*, *WebEOC for Hospitals*, or *WebEOC Mapper Professional*) *in conjunction with WebEOC Professional*, the Software Support period begins on the WebEOC Professional start date. If purchased subsequent to the core WebEOC purchase the 90 day maintenance period shall begin on the 1st day of the month following software installation.

WebEOC® and ESi® are registered trademarks of ESi Acquisition, Inc. MapTac™ and ESIWebFUSION™ are trademarks of ESi Acquisition, Inc. All other trademarks are the property of their respective companies.

Software Support for Third Party software:

ESi regularly includes software support pricing for third party disaster recovery products (Double-Take Software). Support plans and pricing for these products are in accordance with manufacturer guidelines.

2.0 WEBEOC® PROFESSIONAL, AIR, ST PLAN HIGHLIGHTS

	Bronze	Silver	Gold	Platinum
All eligible product updates	•	•	•	•
Routine toll-free phone support during ESI business hours	TIME & MATERIALS	•	•	•
24/7 emergency phone support		•	•	•
Email and website support		•	•	•
After action analysis and suggestions for improvement		•	•	•
One (1) complimentary registration to annual User Conference		•	•	•
Board configuration services		10 hours	40 hours	80 hours
Annual onsite exercise evaluation			2 days	4 days
Annual onsite implementation evaluation			1 day	1 day
Educational services at ESI University, Atlanta, GA (transportation, lodging not included)			4 days	8 days

- i. Software updates cannot be purchased separately. Customers desiring correction, point, and level releases must select one of ESI's software support plans.
- ii. **To renew software support after a lapse in coverage, customer must pay for the lapsed period dating back to when support ended.**
- iii. Pricing for Bronze, Silver, Gold, and Platinum cover listed product(s) only. Renewal cost of other ESI and 3rd party products is additive.
- iv. Customers who have implemented WebEOC locally (to include the local side of Hybrid implementations) are responsible for all costs associated with any third party software upgrades necessary due to changes/revisions to WebEOC software. These third party software products include operating, database and/or replication software (e.g., Microsoft Windows Server, Microsoft SQL Server or Double-Take).
- v. To the extent possible, ESI will prorate software support to coincide with customer's fiscal year. In so doing, ESI and Customer will agree on the level of services provided during the altered period of coverage.
- vi. Unused services (e.g., board configuration, educational services, etc.) that are part of a Software Support Plan (Silver, Gold, or Platinum) **do not roll over at year end.**
- vii. Gold and Platinum support plans are specific packages and cannot be customized.
- viii. ESI will negotiate services (e.g., board building, onsite support, offsite training, etc.) with customers who desire to upgrade to Gold or Platinum during a year in which support is already being provided at a lower level. Agreement will be reached on prorated services.
- ix. Gold and Platinum support plans include travel expenses associated with onsite services within the Continental United States (CONUS). Non-CONUS customers seeking Gold or Platinum support should contact ESI for pricing.
- x. Support Plans apply to the current level release only.
- xi. Pricing contained herein is subject to change.

3.0 WebEOC® SOFTWARE SUPPORT PLANS

3.1 BRONZE

Price: WebEOC® *Professional* – Bronze – \$4,900.00 ¹

WebEOC® *Professional* Bronze Software Support is the least expensive software support option ESI offers. In addition to corrections, which address software anomalies and enhancements which provide new features/functionality, renewal also ensures customers have access to updates that correct or improve performance and security. Maintaining WebEOC at the latest software release will assure compatibility with other agencies using WebEOC, and with any WebEOC plug-ins customer may have or subsequently purchase. It will also ensure your system is always capable of connecting to ESIWebFUSION.

Bronze Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.).
 - Point releases: modifications to the current generation of software, including enhancements and improvements.
 - Correction releases: patches provided to correct software anomalies.
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESI Support & WebEOC Community Portal at <http://Support.ESI911.com>
- Access to the latest releases on the ESI Downloads Center website
- [http://www.webeoc.com/webeoc_community].
- Customers seeking technical support will be billed on a time and materials basis (\$175.00 first hour, plus \$150.00/hr thereafter). See Section 7.0 for additional details.

¹ WebEOC Air, \$8,800.00; WebEOC ST, \$9,050.00; WebEOC for Hospitals, \$5,700.00

3.2 SILVER

Price: WebEOC® *Professional Silver* – \$9,000.00²

Silver Support Features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESI Support & WebEOC Community Portal at <http://Support.ESI911.com>
- Access to the latest releases on the ESI Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESI911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One (1) complimentary registration for the Annual WebEOC User Conference³.
 - Learn about latest WebEOC advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products

² WebEOC *Air*, \$12,900.00; WebEOC *ST*, \$13,150.00; WebEOC *for Hospitals*, \$9,800.00

³ Applies to core WebEOC license only (*Professional, Air, ST or for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.

- **10** hours of board building, scripting, or configuration.

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESI [e.g., submit support tickets, authorized to download software].
- Provide ESI with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESI to respond to your requests for technical and other software support.

3.3 GOLD

Price: WebEOC® *Professional – Gold* – \$24,900.00⁴

Gold and Platinum Support plans are available to customers who desire an enhanced level of support from ESi, including annual exercise support, system evaluation, and training opportunities.

Gold Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESI911.com>
- Access to the latest releases on the ESi Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESI911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference⁵.
 - Learn about latest WebEOC advances
 - Attend Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products

⁴ WebEOC *Air* fee is \$28,800.00; WebEOC *ST*, \$29,050.00; WebEOC *for Hospitals* \$25,700.00

⁵ Applies to core WebEOC license only (*Professional, Air, ST, for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.

- **40** hours of board building, scripting, and configuration.
- Annual exercise evaluation – **Two (2)** days onsite

A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESI will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC, and the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
 - Evaluate customer's event reporting, mission tasking and situation reporting processes
 - Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC best practices
 - Support the WebEOC Administrator during the exercise for user-related issues
 - Provide onsite technical support during the exercise
 - Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations
- Annual process evaluation - **One (1)** day onsite
 - Evaluation based on best practices recommended by ESI and observed throughout the user community
 - Recommend process / workflow improvements
 - Review software enhancements issued throughout the year
 - Evaluate effectiveness of customer changes made during the year
 - **Four (4)** days of educational services at ESI University (travel expenses borne by customer)

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESI.
- Provide ESI with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESI to respond to your requests for technical and other software support.

3.4 PLATINUM

Price: WebEOC® *Professional* – Platinum – \$34,900.00⁶

Gold and Platinum Support plans are available to customers who desire an enhanced level of support from ESi, including annual exercise support, system evaluation and training opportunities.

Platinum Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESi911.com>
- Access to the latest releases on the ESi Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email and website support (<http://Support.ESi911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference⁷.
 - Learn about latest WebEOC advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products

⁶ WebEOC *Air* fee is \$38,800.00; WebEOC *ST*, \$39,050.00; WebEOC *for Hospitals*, \$35,700.00

⁷ Applies to core WebEOC license only (*Professional*, *Air*, *ST*, *for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.

- **80** hours of board building, scripting, and configuration.
- Annual exercise evaluation – **Four (4)** days onsite

A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESI will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC, and the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
 - Evaluate customer's event reporting, mission tasking and situation reporting processes
 - Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC best practices
 - Support the WebEOC Administrator during the exercise for user-related issues
 - Provide onsite technical support during the exercise
 - Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations
- Annual process evaluation - **One (1)** day onsite
 - Evaluation based on best practices recommended by ESI and observed throughout the user community
 - Recommend process / workflow improvements
 - Review software enhancements issued throughout the year.
 - Evaluate effectiveness of customer changes made during the year
 - **Eight (8)** days of educational services at ESI University (travel expenses borne by customer)

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESI.
- Provide ESI with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESI to respond to your requests for technical and other software support.

4.0 ESiWebFUSION™ SOFTWARE SUPPORT

Price: \$15,000.00⁸

ESiWebFUSION Software Plan features include:

- Software Updates
 - Level releases: new release or new generation of software
 - Point releases: modifications to the current generation of software, including enhancements and improvements.
 - Correction releases: patches provided to correct software anomalies.
- Access to the latest releases
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESI911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference.
 - Learn about latest WebEOC and ESiWebFUSION™ advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues.
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- **10 hours** of board building, scripting, and configuration.

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESi [e.g., submit support tickets, authorized to download software].
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.

⁸ Unlike WebEOC, ESiWebFUSION may be installed on one second database server without incurring a “second server” fee.

5.0 WEBEOC TOWN SQUARE SOFTWARE SUPPORT

ESi offers two *optional* WebEOC *Town Square* software support plans.

Support Level	Knowledge Base and Community Forums	Product Updates	Support Tickets	Annual Price
Basic	Included	Included	\$175 per ticket	\$1,999
Premium	Included	Included	Included	\$4,998
Install/Reinstall fee				\$500

1. Software updates cannot be purchased separately. Customers desiring correction, point, and level releases must select one of the software support plans above.
2. Basic and Premium Software Support plans cover WebEOC *Town Square* only. Renewal costs for other ESi or third-party products are additive.
3. Customers implementing WebEOC *Town Square* locally (to include the local side of hybrid implementations), are responsible for all costs associated with any third-party software upgrades resulting from changes/revisions to WebEOC software. These third-party software products include operating, database, and/or replication software (e.g., Microsoft Windows Server, Microsoft® SQL Server®, or Double-Take).
4. To renew software support after a lapse in coverage, customer must pay for the lapsed period dating back to when support ended.

Warranty and Support

WebEOC® Town Square™ purchases are covered by a one-year limited warranty. In addition, customers who purchase WebEOC Town Square are entitled to 90 days of WebEOC Town Square support. At the end of the 90 days, routine WebEOC Town Square technical support will be available for \$175.00 per trouble ticket, Monday through Friday, during the hours of 0830-1900 Eastern.

Note: Support on third-party hardware and software products purchased through ESi is in accordance with the respective manufacturer specifications.

6.0 THIRD PARTY AND WEBEOC PLUG-IN / INTERFACE SOFTWARE SUPPORT COSTS

Software support pricing shown below is in addition to the cost of Bronze, Silver, Gold or Platinum Plans for WebEOC Professional.

WebEOC Redundant Server ^{9 10}	\$800.00
WebEOC Plug-in	
WebEOC Mapper Professional	\$3,900.00
WebEOC Resource Manager	\$3,000.00
WebEOC Team Manager	\$3,000.00
WebEOC for Hospitals	\$800.00
WebEOC Interface ¹¹	
MIR3™ Interface	no annual fee
EMTrack™ Interface	no annual fee
EMResource™ Interface	no annual fee
Third Party Software – Double-Take® (Per License/Per Year) ^{12 13}	
Double-Take® Standard (Current)	\$600.00
Double-Take® Advanced (Current)	\$1,000.00
Double-Take® Standard (Reactivation)	\$1,000.00
Double-Take® Advanced (Reactivation)	\$2,000.00

⁹ Fee based on 'database' servers, not web servers. Customers with multiple redundant servers must pay the Redundant Server fee for each redundant [database] server. This fee applies even though customer may designate another agency's WebEOC server as their redundant database server.

¹⁰ The Redundant Server software fee applies to core WebEOC products only (e.g., WebEOC Professional, WebEOC Air, WebEOC ST,). Customers may install plug-ins / interfaces on redundant servers without incurring similar "redundant server" fees.

¹¹ Interfaces to commercial products listed are supported/maintained by ESI as part of the core WebEOC® Professional, ST, Air, software support plan.

¹² Double-Take® is a third party product from Double-Take Software. Customers wishing to renew Double-Take support are cautioned to renew on time to avoid "Reactivation" fees.

¹³ Per database server.

7.0 APPLICATION SERVICE PROVIDER (ASP) – HOSTING FEE¹⁴

ESi offers hosting services through Rackspace data centers located in Dallas, Texas and Herndon, Virginia. These facilities are fully redundant and geographically separated to reducing the likelihood that a man-made or natural disaster would affect both facilities simultaneously.

Customers who choose ESi to host their instance of WebEOC have two options – fully hosted or hybrid.

In the fully hosted scenario, ESi provides and maintains the customer's WebEOC totally within its hosted environment.

Hybrid customers have WebEOC installed at the customer's location on servers maintained locally with ESi providing a redundant capability at one of its datacenters.

Annual ASP and Hybrid fees are payable beginning Year 1.

WebEOC Professional or Air ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$2,500 (One-time)
ASP Hosting – Reinstatement Fee (when payment lapses for 30 days)	\$2,000

WebEOC Professional ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$7,850 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$12,850 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$17,850 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$22,850 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)

WebEOC Air ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$9,350 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$14,350 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$19,350 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$24,350 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,800 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,600 (Monthly)

¹⁴ ASP (hosting) fees are in addition to software support fees referenced in Sections 3.1 through 3.4, and Section 5.0. Hosting fees cover the direct cost of hardware, software and services (ESi and Rackspace) to manage and maintain customer's shared environment.

WebEOC Mapper Professional ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$3,950

WebEOC Team Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,000

WebEOC Resource Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,200

WebEOC Professional Hybrid Service Description	Service Fee
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$6,450 (Annually)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$11,450 (Annually)
Hybrid Hosting - Up to 750 concurrent, unlimited named.	\$16,450 (Annually)
Hybrid Hosting – Up to 1000 concurrent, unlimited named.	\$21,450 (Annually)
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)

WebEOC ASP Database Storage	Service Fee
ASP Hosting – 5GB Block ASP Database Storage	\$500

8.0 CUSTOMER SUPPORT AND ESCALATION PLAN

Customers may seek support using the following resources on the ESi Support & WebEOC Community Portal at <http://support.esi911.com> :

- Search the knowledge base of ESi official solutions and tips and tricks
- Ask a community of peers and ESi moderators
- Contact ESi Support via support portal, email, or phone

For questions or problems of a non-critical nature, customers can submit a ticket through The Support Portal, by email to support@esi911.com, or call the Customer Support Help Desk number listed below

ESi Customer Support	US Customers	International Customers
WebEOC Customer Support portal	http://support.esi911.com	
WebEOC Customer Support email	support@esi911.com	
WebEOC Customer Support Help Desk	(877) 771-0911	(706) 823-0911
WebEOC Customer Support Pager	(888) 243-7204	(803) 202-1014

8.1 ESCALATION PLAN

If no one is available to answer your call (when dialing the Toll-Free Help Desk Number) you may:

- Leave a message and your call will be returned as soon as possible. Calls received outside of ESi normal duty hours (Monday through Friday, 8:30 a.m. – 7:00 p.m. Eastern) will be returned the next business day.
- Alternatively, you will be prompted to page the on-duty technician. If electing this option (or dialing the pager number direct), ensure the call back number includes your area code. If the call back number is a “general” number, please ensure the person answering the phone knows to whom the call should be transferred.

Customers who dial the ESi commercial number must ask to be transferred to Tech Support. If no answer, you may elect to page the on-duty technician or leave a message. Messages will be returned as described above.

If your call is for *emergency* support, and after paging the customer support technician you do not receive a call back within ten (10) minutes, call the following in the order listed:

ESi Emergency Support Escalation Contact Information		
Manager of Customer Support	Dyral Fox	(706) 823-0911 (Office) (706) 951-1755 (Cell)
Director of Customer Support, Quality Assurance	Charles Ryan	(706) 823-0911 (Office) (803) 292-4107 (Cell)
Vice President, Chief Architect	Josh Newsome	(706) 823-0911 (Office) (706) 830-2807 (Cell)
President and Chief Executive Officer	Nadia Butler	(706) 823-0911 (Office) (706) 836-5151 (Cell)

8.2 HOURLY SUPPORT (BRONZE AND CUSTOMERS WITHOUT SUPPORT PLAN)

Bronze Support Plan customers and customers *without* software support will be asked for a credit card number or purchase order before technical support will be provided. ESI accepts VISA, Master Card and Discover. Technical support rates in this instance will be charged in accordance with the following schedule.

Bronze Support (Hourly)	
New Trouble Ticket (minimum charge)	\$175.00
Troubles requiring more than (1) hour of customer support	\$175.00 plus \$150.00/hr.

We also ask that you notify ESI Customer Support by email (support@esi911.com) each time your EOC activates/deactivates in response to an actual event or major exercise. Knowing when you activate will help us prioritize tech support activities; the deactivation will alert us to solicit feedback so that we can prepare our own after action report and ultimately share lessons learned with other WebEOC users.

9.0 OPTIONAL EMERGENCY ON-SITE SUPPORT SERVICES

Customers may elect to receive "on demand" emergency on-site support services from ESI on a fee-for-service basis. Such services are provided in addition to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

Services Offered: Services to be performed may include, but are not limited to:

- WebEOC administration and user support
- Custom board configuration
- Training of new users
- Process development and implementation
- Technical assistance
- The temporary set-up of a hosted or redundant system for fail-over purposes.

Request for Services: Services may be requested by Customer by written Work Order at the sole discretion of Customer. Work Orders may be sent to ESI via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESI that the Work Order is in the process of being submitted.

Acceptance of Work: ESI shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESI is dependent on availability of ESI staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESI to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

Compensation: Customer shall pay ESI for work performed at the rates stated in Contractor Rate Schedule listed below. ESI shall invoice Customer for work performed on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

Expenses: Customer shall pay ESI for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESI shall invoice Customer for such expenses, at rates equal to actual cost to ESI, on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

Contractor Rate Table		
Item Number	Description	Unit Price
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting ($\leq$ 250 concurrent users) Temporary Site	\$ 50/day

Direct Costs: Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESI at the following rates:

- (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
- (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
- (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESI by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESI.
- (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.
- (v) Reasonable rental car expenses shall be reimbursed at actual costs.
- (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.

The cost of any materials required to complete work assignments that are not provided to ESI shall be reimbursed at actual cost.

A **WebEOC Software Support and Maintenance Terms and Conditions, Optional On-Site Emergency Support Services** Agreement is provided on the following pages. Please complete only if interested in EOSS Service.

**PLEASE COMPLETE ATTACHED
AGREEMENT ONLY IF EOSS SERVICE IS
DESIRED**

THIS IS AN OPTIONAL SERVICE, PLEASE READ CAREFULLY

Emergency On-site Support Service (EOSS)

Purchase Order Number: _____

**WebEOC Software Support and Maintenance
Terms and Conditions, Optional On-Site Emergency Support Services**

Customer may, at its option and by affixing a duly authorized signature below, elect to receive "on demand" emergency on-site support services from ESI on a fee-for-service basis. Such services are provided *in addition* to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

1. Services Offered, Acceptance of Work

(a) Services Offered by ESI. ESI may, from time to time, provide professional services to Customer for the purpose of providing emergency on-site support during significant events and emergency operations center activations. Services to be performed may include, but are not limited to: WebEOC Administration, WebEOC Administrator and User support, board-building, "on the fly" process development and implementation, training and orientation for new users, provision of on-site technical assistance, temporary set-up of hosted or redundant system for fail-over purposes, and other emergency software support.

(b) Request for Services. Services may be requested by Customer by written Work Order at the sole discretion of Customer. Such Work Order shall take the form of, or be substantially similar to, the Work Order Form incorporated herein as Attachment A. Work Orders may be sent to ESI via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESI that the Work Order is in the process of being submitted.

(b) Acceptance of Work. ESI shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESI is dependent on availability of ESI staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESI to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

2. Compensation

(a) Customer shall pay ESI for work performed at the rates stated in Contractor Rate Schedule incorporated herein as Attachment B.

(b) ESI shall invoice Customer for work performed on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

3. Expenses

Customer shall pay ESI for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESI shall invoice Customer for such expenses, at rates equal to actual cost to ESI, on a monthly basis. ESI invoice shall, at a minimum, provide the name and mailing address of ESI and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

These terms and conditions accepted by:

FOR CUSTOMER:

FOR ESi:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: 823 Broad Street
Augusta, Georgia 30901

Telephone: _____

Telephone: (706) 823-0911

Facsimile: _____

Facsimile: (706) 826-9911

ATTACHMENT A: WORK ORDER FORM

1. Work Requested By:

Licensee:

Address:

2. Points of Contact (2) for Work to be Performed:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

Name:

Title:

Organization:

Telephone, land:

Telephone, mobile:

Facsimile:

E-mail:

3. Location of Work

Facility Name:

Address:

Type of Facility:

4. Brief Description of Work Requested

5. Brief Description of Personnel Needs (i.e. number, special skills, etc.)

6. Anticipated Duration of Services

Starting Date and Time:

Anticipated End Date and Time:

Individuals executing this Work Order on behalf of the Contractor and XXX do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Work Order on behalf of their respective organizations.

SUBMITTED BY:

FOR ESI:

Accept [☐] Reject [☐]

Name: _____

Title: _____

Name: _____

Title: _____

ATTACHMENT B: CONTRACTOR RATE SCHEDULE

1. Definitions

- (a) "Item Number" means the ESI-assigned code for type of service delivered and is used by ESI for pricing and invoicing purposes.
- (b) "Description" means the type of service that may be provided by ESI according to the terms of this Agreement.
- (c) "Unit Price" means the unit price charged to Customer.
- (d) "Direct Costs" mean non-labor costs such as authorized materials, travel, meals and incidentals.

2. Contractor Rate Table

Item Number	Description	Unit Price
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting ($\leq$ 250 concurrent users) Temporary Site	\$ 50/day

3. Direct Costs

- (a) Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESI at the following rates:
- (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
 - (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
 - (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESI by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESI.
 - (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.
 - (v) Reasonable rental car expenses shall be reimbursed at actual costs.
 - (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.
- (b) The cost of any materials required to complete work assignments that are not provided to ESI shall be reimbursed at actual cost.