WebEOC Managed Hosting
Master Services Agreement

This Master Services Agreement, effective this ____ day of _____ 20____, 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 Williamson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "Customer") which has its principal place of business at 710 Main Street, Suite 101, Georgetown, Texas 78626.

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)   "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 and Hosting Services are operable and accessible to Customer.

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

(j)   "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 ASP Setup, Hosting and Software Support fees stated in Exhibit B, "Quote for Services" Such fees 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)   Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be

attached to an invoice to evidence the amount claimed to be due, Customer shall notify ESi of such an invoice of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, ESi must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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, both parties shall maintain the Confidential Information of the other party 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; and Customer 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 and Customer agree 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.

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:
Dan A. Gattis
Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

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

With copy to:
Jarred Thomas
Emergency Management Coordinator
Williamson County Office of Emergency
Management
303 Martin Luther King
Georgetown, TX 78626
Office: 512-943-3747
Cell: 512-748-8634
Fax: 512-943-1269

With copy to:
Melissa M. Leigh
General Counsel
mleigh@esi911.com

10. Indemnification

(a)   ESi acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify any other party, including but not limited to ESi; therefore, all references of any kind to Customer indemnifying ESI, for any reason whatsoever are hereby deemed void and deleted.

Customer liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives shall be governed by the Texas Tort Claims Act. ESi shall promptly notify Customer of any claims filed against any of Customer's employees of which ESi is notified. ESi will be held harmless for any injury, damage or loss to persons or property caused by a Customer employee arising in the performance of this Agreement.

(b)   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 FOUR (4) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. ESi's total liability under this AGREEMENT shall not exceed the total amount of direct and actual damages caused by ESi.

(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 acts, omissions, 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. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, regardless of application of choice of law rules or principles. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction.. Both parties agree that process may be served in any manner allowed by the laws of the State of Texas 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)   Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

(k)   No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

(L)   Customer's Right to Audit.   ESi agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ESi which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ESi agrees that Customer shall have access during normal working hours to all necessary ESi facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give ESi reasonable advance notice of intended audits.

(M)   Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney

General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

(N)   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")   Williamson County, Texas

By: _____   By: _____

Name: _Curtis R. MacDonald_   Name: _Dan A. Gattis_

Title: _Chief Operating Officer_   Title: _County Judge_

Date: _____   Date: _____

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 redundant ASP Environment at a location that is geographically separated from primary ASP Environment to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant ASP Environment is a manual process

and service will be activated by ESi immediately upon notification of malfunction, unavailability or failure of primary ASP Environment.

(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. ESi shall perform hourly SQL transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library. 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.

(h)   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 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.

(c)   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.

(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 shall promptly notify ESi Customer Support of any identified Hosting Services outage that impairs Customer access to its Software so that ESi may manually activate the redundant ASP Environment and immediately commence work to restore service to the primary ASP Environment.

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:

Severity Level	Definition
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

	Acknowledgement of Customer Support Ticket	Resolution
		are deemed by Customer or its permitted user as having a limited impact on the operation of the Software.

(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.

(c)   ESi represents and warrants that service availability of the ASP Environment will meet a "high availability" measure of 99.9 % system "up time," excluding scheduled outages. If ESi fails to meet this availability criteria within any month, upon Customer request, ESi shall extend the term of this Agreement for one day for each day, or portion thereof, the ASP Environment is verified by Customer and ESi to be unavailable in that month, up to a maximum of 30 days at no additional charge.

(d)   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, Hosting, and WebEOC Software Support fees are detailed in the attached quote, Quote Number _____.

EXHIBIT C
SOFTWARE SUPPORT PLANS