AlertSense

AlertSense, Inc.
Master Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is effective as of January 1, 2019 by and between AlertSense, Inc., an Idaho Corporation ("AlertSense"), with offices located at 6149 N. Meeker Place, Suite 250, Boise, Idaho 83713 and Keith County Communications, NE herein referred to as "Client" with offices located at 501 North Spruce, Ogallala, NE 69153 (each a "Party," collectively the "Parties").

WHEREAS, AlertSense provides state, local and federal government agencies CAP compliant mass notification that enables rapid exchange of information between the government and its citizens. All products and services distributed or otherwise performed, shall be governed by the terms of this Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITION CONTAINED ON THE FOLLOWING PAGES AND EXHIBITS HEREOF AS OF THE DATE FIRST WRITTEN ABOVE.

AlertSense, Inc.

Daniel K Smith

Printed Name: David Smith

Title: Chief Executive Officer

Date: September 20, 2018

Customer

Printed Name: _Lonnie Peters_

Title: _Chairman_

Date: _9-24-2018_

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1. DEFINITIONS.

a. "Administrator" means an individual person authorized to create and issue Notifications through the AlertSense interface, and capable of performing administrative functions including but not limited to, managing data for recipients or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface in the AlertSense Solution.

b. "AlertSense Solution" means the Generally Available (GA) release of the AlertSense solution and related services set forth on Exhibit A, in executable format and any accompanying Documentation whether electronic or printed.

c. "Notification/Intelligent Notification(s)" are messages issued by an Administrator via the AlertSense Solution whether or not responded to by a Recipient.

d. "Recipient" means an individual person, capable of only receiving notifications. Recipients may be members of the Client organization or general public.

e. "Services" means everything provided or agreed to be provided by AlertSense under the Agreement. Exhibit A includes a summary of all Services.

f. "Subscription" means the right to access and use the AlertSense Solution via the Internet and/or device capable of communicating with the AlertSense Solution.

g. "Transaction" means the individual message/Notification sent and/or received to and from Devices such as telephone, email, short message service (SMS), pagers, fax, etc.

h. "User" means any member of the Client organization who is capable of sending or receiving a notification and, if permitted, updating his/ her own user profile in the AlertSense solution.

2. SUBSCRIPTION GRANT.

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto), AlertSense grants to the Client a nontransferable and nonexclusive right to use the AlertSense Solution. The AlertSense Solution will reside on servers operated by AlertSense and located in AlertSense provisioned facilities.

3. ALERTSENSE RESPONSIBILITIES.

a. AlertSense shall perform services and provide deliverables as described in Exhibit A, incorporated herein by reference. Services shall be performed at the AlertSense's place of business and, as necessary, at the CLIENT's offices.

b. During the term for which Client has a Subscription, AlertSense will provide: (i) Maintenance Updates and Product Enhancements to the AlertSense Solution ("Release(s)") if and when AlertSense makes any such Release generally available and (ii) helpdesk assistance to Client with respect to the core components of the AlertSense Solution, including (a) clarification of functions and features; (b) clarification

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of documentation; (c) guidance in the operation of the AlertSense Solution; and (d) software error analysis.

c. AlertSense will provide public Recipients with a simple mechanism for opting out of or unsubscribing from receiving text messages, including information on how to "opt-out" or unsubscribe.

d. AlertSense ensures that all 911 records provided by Client will be used solely for emergency alerts.

e. All names, email addresses, phone numbers, fax numbers, pager numbers and any other contact information shall remain the exclusive property of Client. AlertSense will maintain all of the aforementioned contact information in the strictest confidence and will not sell or share any contact information without Client's written consent.

4. CLIENT RESPONSIBILITIES.

a. The Client will identify and maintain updated contact information for the Primary Administrator that is authorized to set up administrators' roles and permissions.

Client:	Keith County Communications, NE
Primary Contact for the Client:	Elizabeth Sillasen
Address:	501 North Spruce, Ogallala, NE 69513
Office Phone:	254-289-7207
Email:	esillasen@keithcountyne.gov
Lead System Administrator Name:	Pete Peterson
Lead System Administrator Phone:	254-289-7207

b. Security of Account. Client agrees to maintain all security regarding their account ID, password, and connectivity with the Service. Client is responsible for all Notifications transmitted through the Service. If Client's account ID or password are stolen, or otherwise compromised, and used for malicious purposes, Client is responsible for all Notifications sent using the stolen account information. Client is obligated to immediately contact AlertSense to have such account ID or passwords changed to prevent continued malicious use of the Client account.

c. All Notification Content is Client's sole responsibility. Client is solely responsible for the integrity and quality of the Notification Content. Liability of Content. Under no circumstances will AlertSense be responsible for any loss, damage or liability arising out of the content of any Notification, including any mistakes contained in the content or the use or transmission of the Content.

d. Client will not send any Notification content that it knows, or has reason to know, infringes another's rights in intellectual property, is invasive of another's right to privacy, or violates any privacy laws, Client's privacy policies or any other third parties or do anything that would justify a complaint to the Federal Communications Commission.

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e. Client will not:

i. engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services;

ii. use the Notification Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or

iii. provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Notification Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

f. Client acknowledges that AlertSense may block SMS messages based on instructions from carriers. In the event that Client requests that AlertSense permit SMS messages to go to any such blocked numbers, Client shall indemnify and, at AlertSense's request, defend AlertSense with respect to any claim made by a third party with respect to such message.

5. COMPENSATION AND PAYMENT.

a. Fees and Expenses. Client agrees to compensate AlertSense for the purchase of the AlertSense Service. Client will mail payments to the address set forth below:

Company:	AlertSense, Inc.
Attention:	Accounts Receivable
Address:	6149 N. Meeker Place, Suite 250
City, State, Zip:	Boise, Idaho 83713
Phone:	(208) 639-6770
Email:	Finance@AlertSense.com

b. Any services identified in Exhibit A as "Option Services" may be purchased by Client at any time during the contract term. This includes services not initially purchased by the client at the beginning of the term.

c. The Client may add additional services to this Agreement at any time during this contract term with a written agreement between the Parties.

d. Payment, Terms and Taxes. All fees shall be due and payable within thirty (30) days from the date of

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invoice during the term of this Agreement, unless otherwise specified in Exhibit A. Payments not received when due shall bear interest at the lesser of 1.5% per month or the highest rate permitted by law for the actual number of days elapsed. All fees shall be paid in U.S. dollars. Client shall be responsible for any sales, use, excise or comparable taxes assessed or imposed upon services provided to the Client.

6. TERM AND TERMINATION.

a. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue for eighteen (18) months thereafter. This Agreement will automatically renew for additional successive twelve (12) month terms, unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the then-current term.

b. Termination. Either Party may terminate this Agreement if the other Party materially breaches ("Breaching Party") the terms of this Agreement after providing written notice of the breach to the Breaching Party, unless the Breaching Party has cured such breach within thirty (30) days after receipt of such written notice. Such termination will not affect the rights of the Parties existing at the time of termination. AlertSense will refund to Client any funds received.

c. Effect of Termination.

i. Expiration or termination of this Agreement shall not relieve the Parties of any rights or obligations accruing prior to such expiration or termination.

ii. Upon expiration or termination of this Agreement for any reason, each Party shall immediately: (i) pay the other Party all amounts due and payable prior to the date of such termination, (ii) return to the other Party or destroy all confidential Information (as defined in Section 10.10 below) of the other Party in its possession or control, including all copies thereof, and (iii) cease all use of the trademarks of the other Party, iv) all technology supplied by AlertSense will stay on the AlertSense servers.

iii. Upon termination of this Agreement for any reason, those Sections that should reasonably and customarily survive such termination shall survive.

7. WARRANTIES AND REPRESENTATIONS.

a. AlertSense Warranties.

i. AlertSense Solution: AlertSense covenants and warrants that the AlertSense Solution to which its Clients subscribe will perform substantially in the manner specified in any materials provided by AlertSense, including any documentation to any services (collectively, "Documentation "). AlertSense warrants that its Services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality.

ii. Requisite Skill: AlertSense represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by AlertSense to perform any such work will be qualified to perform the assigned duties.

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iii. AlertSense represents and warrants that in its performance of this Agreement or of any Client Agreement, neither AlertSense or the AlertSense Solution will (by act or decision of AlertSense) (i) violate any Federal Communications Commission rule or regulation, (ii) violate any law, statute, ordinance or regulation, (iii) infringe on any third party's copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party.

iv. Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION, THE ALERTSENSE SOLUTION AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED

v. BY APPLICABLE LAW, EXCEPT AS SPECIFIED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION, ALERTSENSE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PARTIES AGREE AND ACKNOWLEDGE THAT ALERTSENSE SHALL IN NO EVENT BE HELD RESPONSIBLE FOR ANY PROBLEMS WITH THE ALERTSENSE SOLUTION TO THE EXTENT ATTRIBUTABLE TO THE PUBLIC INTERNET OR PSTN INFRASTRUCTURE OR A CLIENT'S ABILITY TO CONNECT TO THE INTERNET OR PSTN.

vi.LIMITATION OF LIABILITY. SUBJECT TO THE REQUIREMENTS OF SECTION 8, EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, IN ANY EVENT, ALERTSENSE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED ANY AMOUNTS PAID BY CLIENT TO ALERTSENSE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY HEREUNDER.

8. CLIENT INDEMNIFICATION.

a. Client agrees that it shall defend, indemnify, save and hold AlertSense harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against AlertSense, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

b. Client also agrees to defend, indemnify and hold harmless AlertSense against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the client's web site. This includes, but is not limited to, infringing on the proprietary rights of a third party,

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copyright infringement, and delivering any defective product or misinformation, which is detrimental to another person, organization or business.

9. ALERTSENSE INDEMNIFICATION.

a. AlertSense agrees that it shall defend, indemnify, save and hold harmless Client from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against Client, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed by AlertSense, its agents, employees or assigns.

b. AlertSense also agrees to defend, indemnify and hold harmless Client against liabilities arising out of any injury to person or property caused by any negligent services distributed over the client's web site. This includes, but is not limited to, AlertSense infringing on the proprietary rights of a third party, copyright infringement, and/or patent rights, which Is detrimental to another person, organization or business.

10. INSURANCE.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this AGREEMENT with limits not less than $1,000,000 or as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). AlertSense shall provide the Client with a certificate of insurance or letter of self-insurance annually as the case may be.

11. OWNERSHIP.

a. Client Content. All Content or other material provided to AlertSense by the Client for transmission through the AlertSense Solution is and shall remain exclusive property of the respective Client. Client shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in such Content or other material. Each Party agrees to comply with all applicable contractual obligations, privacy and other nondisclosure policies, and legal obligations with respect to its use of or access to any such data, including, policies, laws and regulations respecting the dissemination and use of such data.

b. Copyrights and Trademarks. The Parties shall retain ownership of any elements of text, graphics, photos, designs, trademarks, or other artwork it provides for utilization in the provision of services. The Parties assert that each element provided is owned by the respective Party or that Party has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the other Party in its use of such element.

c. 11.3. The AlertSense Solution. The AlertSense Solution including all technology, any documentation, reference material, sample/test programs, and any updates or improvements thereto, are and shall remain exclusive property of AlertSense whether or not incorporated into or with other technology. AlertSense shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in the AlertSense Solution and any updates or improvements thereto, and

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Client shall have no right, title, or interest in or to the same other than the Subscription to use of the AlertSense Solution, including any documentation, reference material, sample/test programs, as granted in this Agreement and any related agreement or addendum. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of AlertSense's existing or future rights in or to the AlertSense Solution and any updates or improvements thereto.

d. Restrictions. Except as exclusively provided otherwise herein, Client shall not itself and shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the AlertSense Solution or any portion thereof or of any files contained in or generated using the AlertSense Solution by any means whatsoever, (ii) remove any product identification, copyright or other notices or (iii) except as specified or permitted in the applicable user documentation provided by AlertSense, modify the AlertSense Solution or incorporate the AlertSense Solution into or with other software not specified in this Agreement.

12. GENERAL.

a. Assignments .The Agreement and all rights and obligations hereunder are not assignable or transferable by Client without the prior written consent of AlertSense and any attempt to do so shall be void; provided, however, that a party may assign or transfer the Agreement and all rights and obligations hereunder, without the prior written consent of the other party, to any third party that acquires a majority of the voting power of such party or all or substantially all of the assets of such party.

b. Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including: Any act of God, or any acts of war, terrorism, the elements, earthquakes, floods, fires, epidemics, riots, or failures or delays in communications, Governmental restrictions, failure of public utilities or common carriers, failure of third party providers or sabotage. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

c. Governing Law/Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho without reference to its choice of law rules. The sole jurisdiction and venue for actions related to the subject matter of this agreement shall be the state and US federal courts having within their jurisdiction the location of AlertSense's then-current principal place of business.

d. Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier, or by facsimile (receipt confirmed), in each case to the appropriate party at the address set forth below and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

If to Client:

**Keith County
Communications, NE**

501 North Spruce

Ogallala, NE 69513

254-289-7207

ATTN: Elizabeth Sillasen

If to AlertSense, Inc.

 AlertSense, Inc.

6149 N. Meeker Place, Suite 250

Boise. Idaho 83713

(208) 639-6770

ATTN: David Smith

e. Amendments and Modifications. Any amendment and/or modification shall be effective only if made in writing and signed by a representative of the respective Parties authorized to bind the Parties.

f. Attorney Fees and Costs. Should any legal action permissible under this agreement be taken to enforce the conditions and terms of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable legal fees and expenses incurred at the trial and appellate levels.

g. Waivers. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

h. Integration. Both Parties agree that this Agreement and any exhibits hereto constitute the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement.

i. Confidential. Client recognizes and acknowledges that this Agreement creates a confidential relationship between AlertSense and Client and that information concerning Client's business affairs, Clients, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is collectively referred to as "Confidential Information."

j. Nondisclosure. AlertSense agrees that, except as directed by Client, it will not at any time during or after the term of this agreement disclosure any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. AlertSense further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

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E XHIBIT A: PRICING AGREEMENT

Prepared For: Keith County Communications, NE   Agreement Date: September 20, 2018

SOLUTIONS INCLUDED
AlertSense PUBLIC – Web Interface & Mobile app   Unlimited Subscribers

AlertSense INTERNAL – Web Interface & Mobile app   1,000 Users

AlertSense IPAWS (not included, available through NEMA contract)

Services
Set UP/ Configuration

Training

24/7/365 Support

MESSAGING

Standard Texting & Email	Unlimited
Priority (SMS)Texting / Voice Minutes	Unlimited
Mobile App Alerts	Unlimited
All IPAWS Channels (EAS, WEA & COG to COG)	Unlimited

PRICING

Fee for Initial Term of 18 Months (billed on June 1, 2019)	$10,500
Annual Fee (each 12 months after initial term)	$10,500

Customer

By:

_____

Printed Name: _Lonnie Peters_

Title _Chairman_   :

Date: _9 - 24 - 2018_

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