

CodeRED Weather Warning® Service Addendum

This is an addendum (the "Addendum") to the CodeRED® NEXT Services Agreement ("Agreement") entered into by and between the **City of Deer Park** (hereinafter "Licensee"), a body politic of the State of **Texas** located at **710 East San Augustine, Deer Park, TX 77536**, and Emergency Communications Network, LLC (hereinafter "Licensor"). This Addendum shall be effective as of the Effective Date of the Agreement. In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein which are not otherwise defined shall have the meanings given to them in the Agreement. The following terms shall be added to the Agreement:

CodeRED Weather Warning® Service: Licensor's CodeRED Weather Warning® Service ("CRWW") expands the benefits of the Service to include the automatic launching of prerecorded CRWW notifications to members of Licensee's Calling Area who opt-in to CRWW (each a "Subscriber" and collectively, the "Subscribers"). These automated notifications are initiated by the issuance of severe weather alerts by the National Weather Service ("NWS"), with no intervention on the part of Licensee or Licensor. Subscribers to be notified are determined by matching the geographic location associated with each Subscriber against the geographic polygon(s) associated with severe weather alerts issued by NWS. CRWW is available only as an add-on module for the Service. CRWW will not be provided under the terms of this Addendum unless the Agreement is in effect.

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW notifications will automatically be launched in response to the issuance of NWS severe weather alerts at any time, 24 hours/day. CRWW will notify ONLY those Subscribers that have CHOSEN to participate through the opt-in process. CRWW will be limited to Subscribers located within the **City of Deer Park, Texas** who have added their name and geographic location to the CRWW Subscriber database via the Licensee's community notification enrollment site. This site is hosted by Licensor for the purpose of allowing Subscribers to add their contact information to both the CodeRED® database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions for CRWW, which can be reviewed at: <http://ecnetwork.com/privacy-policy>. ONLY THOSE SUBSCRIBERS WHO OPT-IN TO CRWW WILL BE ELIGIBLE TO RECEIVE CRWW NOTIFICATIONS. LICENSEE MAY BE REQUIRED TO APPROVE SUBSCRIBER ENTRIES PRIOR TO THE SUBSCRIBERS BEING ACTIVATED AND ENTERED INTO THE DATABASE.

CodeRED® System Minutes: Notifications placed automatically via CRWW have no effect on the System Minutes associated with the Service.

Cost for CRWW: As a value added service to the Agreement, Licensor will include CRWW at **NO COST** for the Initial Term. The cost for CRWW for each Renewal Term is **NO COST**. CRWW is separate and independent from the Service in the Agreement. CRWW can be removed from the Service by Licensee or Licensor by providing 30 days written notice prior to the commencement of any Renewal Term. This Addendum will automatically renew unless Licensee or Licensor provides notice as set forth herein. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of any Renewal Term. Payment terms shall be identical to the terms contained in the Agreement.

Term: The term of this Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains the Agreement and has paid the fees listed above. Upon termination of the Agreement, access to CRWW will terminate and Licensor shall terminate all individual Subscriber accounts.

2. This Addendum shall not modify any terms and conditions of the Agreement, except as set forth herein.

Licensee:
City of Deer Park, Texas

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____