

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 200__ (“Effective Date”), between _____ Department/Office, located at _____ (the “Department”) and E-Mail Alert Systems, LLC, located at 5101 Monument Avenue, Richmond, Virginia 23230 (“ALERT”).

RECITAL

ALERT maintains a website accessible at the domain name www.e-mailalert.com (“Website”); and the Department desires to have access to the Website and to periodically provide and input information and data to be displayed on the Website, and ALERT desires to grant the Department such access and to have the Department provide such service.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED HEREAFTER, THE PARTIES AGREE AS FOLLOWS:

1. Access to Website; Dissemination of Information. Subject to the terms and conditions of this Agreement, the Department is hereby granted permission, license and access, to use the Website and to provide, input, and incorporate certain information regarding criminal activity, missing persons, kidnappings or other emergency and/or individuals sought by the Department in connection with any criminal investigation or other emergencies (collectively, with any updates, modifications or enhancements thereto, the “Information”). The parties agree that any Information provided by the Department hereunder shall be provided via electronic transmission or otherwise in a non-tangible form to ALERT, which Information will then be automatically disseminated via electronic transmission to subscribers to ALERT’s Alert System and maintained on the Website indefinitely. The parties further agree to cooperate in arranging for the delivery, input and incorporation of the Information into the Website.

2. Compensation. The Department shall provide, input and incorporate the Information and any updates, modifications, enhancements, or other changes to the Information to ALERT free of charge. ALERT shall not charge any royalty, fee or other charge for access and use of the Website by the Department. All expenses incurred and disbursements made by a party in connection with this Agreement and the provision of services hereunder shall be borne exclusively, wholly and completely by such party.

3. Delivery. ALERT shall provide the Department all computer system and Website access (excluding Internet access) and other operating requirements in order for the Department to provide, install and incorporate the Information into the Website hereunder, including ALERT software requirements

and design options related to providing and incorporating the Information into the Website. The Department shall not violate any copyright, software license or other agreement with respect to providing or installing any Information or any other copyrighted material.

4. License. The Department grants to ALERT a perpetual, non-exclusive, royalty-free, irrevocable (except as specifically provided herein) license to the Information delivered hereunder, including any updates, modifications, enhancements, or changes by the Department thereto. ALERT grants to the Department a non-exclusive, royalty-free license to access and use the Website as set forth herein for the purposes provided for herein.

5. Department Warranties. The Department warrants and represents that any and all Information, data, pictures, facts and other services provided by it hereunder: (i) shall conform to the specifications and requirements of this Agreement, (ii) are owned by the Department or the Department has the full and unlimited right to make such items available to ALERT as specified in this Agreement, and (iii) shall not infringe or violate any government law, regulation or requirement, or any right of privacy, patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any party. **Any limitation or disclaimer of warranty or limitation of liability shall not apply to this section.** The Department further warrants that an appropriate person be assigned the responsibility to perpetually monitor the system, create, and disseminate information as it becomes available.

6. ALERT Warranties. THE WEBSITE IS PROVIDED FOR USE AND ACCESS BY THE DEPARTMENT "AS IS," WITHOUT ANY WARRANTY BY ALERT OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALERT MAKES NO WARRANTY THAT ANY CONTENT CONTAINED ON THE WEBSITE SATISFIES ANY APPLICABLE GOVERNMENT LAW, REGULATION OR REQUIREMENT. NEITHER ALERT NOR ITS MEMBER, THEIR EMPLOYEES, AGENTS, THIRD PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE WARRANT THAT THE USE OF, OR SERVICE OF, THE WEBSITE OR ITS OPERATION WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE. NO AGENT OR REPRESENTATIVE HAS THE AUTHORITY TO CREATE ANY WARRANTY REGARDING THE WEBSITE ON BEHALF OF ALERT. NO REPRESENTATIONS OR WARRANTIES ARE MADE REGARDING SOFTWARE OR CONTENT SUPPLIED BY THIRD PARTIES OR ANY LINKS TO THE WEBSITE. THE WEBSITE OR INFORMATION MAY BE CORRUPTED BY THE PRESENCE OF BUGS IN SOFTWARE, VIRUSES, FAILURES IN COMMUNICATIONS OR OTHER CAUSES. ALERT AND ITS MEMBER, AND THEIR LICENSORS AND SERVICE PROVIDERS, WILL NOT BE RESPONSIBLE FOR SUCH CORRUPTION OR ANY ACTION TAKEN OR TRANSACTION COMPLETED

ON THE BASIS OF CORRUPTED INFORMATION. ALERT BEARS NO RESPONSIBILITY FOR THE FUNCTION, OPERATION OR PERFORMANCE OF THIRD PARTY SOFTWARE, AND ALERT HAS NO OBLIGATION TO MAINTAIN, UPDATE OR SUPPORT ANY THIRD PARTY SOFTWARE.

ALERT RESERVES THE RIGHT TO CHANGE OR DISCONTINUE AT ANY TIME ANY ASPECT OR FEATURE OF THE WEBSITE, INCLUDING THE INFORMATION. ALERT HAS NO OBLIGATION TO INFORM THE DEPARTMENT NOR ANY USER OF ANY CHANGE TO THE WEBSITE OR ITS CONTENTS.

7. Exclusion of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ALERT OR ITS MEMBER, THEIR OFFICERS, DIRECTORS, SHAREHOLDERS OR EMPLOYEES, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, STORING OR DISTRIBUTING THE WEBSITE, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, AND DAMAGES ARISING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH USE OF THE WEBSITE, DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION OR CONTENT OBTAINED THROUGH THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USERS OF THE WEBSITE SPECIFICALLY AGREE THAT NO LICENSOR, SUPPLIER OR INFORMATION PROVIDER TO ALERT OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, SHALL HAVE ANY LIABILITY TO YOU FOR ANY REASON OR UNDER ANY THEORY WHATSOEVER, BASED UPON THE INFORMATION PROVIDED ON OR THROUGH THE WEBSITE. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO SOME USERS.

8. Term and Termination. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date and shall continue indefinitely until terminated by either party upon thirty (30) days prior written notice. Upon termination, ALERT shall return and delete, remove, and discontinue any and all use of all Information delivered or provided to the Website by the Department. The provisions of sections 5 (Department Warranties), 6 (ALERT Warranties), 7, (Exclusion of Liability), 9 (Confidentiality) and 14 (Notice) of this Agreement shall survive any termination of this Agreement.

9. Confidentiality. The Department acknowledges that its employees and agents may have access to business, financial and other information covering the employees, businesses and affairs of ALERT and its member, their

employees and clients (the “Confidential Information”). Confidential Information includes information about the business or activities of ALERT or its member that is proprietary and confidential, which shall include all business, financial, technical and employee information as well as other information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement, (ii) the Department lawfully receives from a third party without restriction on disclosure and without breach of any nondisclosure obligation, or (iii) the Department knew prior to receiving such information from ALERT or develops independently.

The Department agrees, to the extent permitted by law, to treat and cause its employees and agents to treat all Confidential Information strictly confidential and not disclose it to any third party. The Department and its employees and agents agree that they will not, without the prior written consent of ALERT, use any of the Confidential Information for any purpose other than as necessary to provide the Information to ALERT hereunder. The Department may disclose without liability any Confidential Information upon order by a court of law or other judicial process in which the Department, its employees or agents are compelled to disclose such information, provided, that in such instance the Department will immediately notify ALERT of the request for Confidential Information and provide ALERT with as much information as possible regarding the nature of the information being requested prior to disclosure. Upon ALERT's request, the Department and its representatives will promptly return to ALERT all copies of all Confidential Information. The parties agree that any breach of the requirements of this section will cause irreparable injury, cannot be remedied by money damages and may be specifically enforced by injunction without the requirement of posting any bond or other security.

10. Modification/No Waiver. This Agreement may not be modified except in writing signed by both parties hereto. No waiver or any breach of any covenant, condition, agreement or provision in this Agreement shall be construed to be a waiver of any prior or subsequent breach. The parties waive any right to orally modify the terms of this Agreement.

11. Assignment. Neither party may assign or delegate any part of this Agreement without the prior written consent of the other party; provided, that ALERT may assign this Agreement to any affiliated company formed for the purpose of operating the Website.

12. Entire Agreement. The terms and provisions contained in this Agreement and the Attachments hereto shall constitute the entire agreement between ALERT and the Department with respect to the subject matter hereof.

13. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed in accordance with the laws of the Commonwealth of Virginia, and the state or federal courts of Richmond, Virginia shall constitute the appropriate and convenient forum for any action relating to or arising from this Agreement.

14. Notice. Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed email or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with express courier, upon confirmation of receipt of facsimile or email or five (5) days after deposit in the mail. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section.

15. No Agency. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement that shall each be deemed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives.

By: _____ Date: ___/___/___ (required)

Printed Name: _____ (required)

Title: _____ (required)

Dept/Agency: _____ (required)

Subscriber Designated Person

Printed Name: _____ (required)

Title: _____ (required)

E-Mail Address: _____ (required)

Telephone: (____) _____ (required)

Additional Subscriber Designated Person

Printed Name: _____

Title: _____

E-Mail Address: _____

Telephone: (____) _____

E-Mail Alert Systems, LLC

By: _____ Date: ___/___/___

Printed Name: _____

Title: _____