



USE AGREEMENT
(Information Technology)

This **USE AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** (the "City" or "Customer"), a Texas home-rule municipal corporation, and **DigitalStakeout** ("Contractor"), a Georgia Company. City and Contractor are each individually referred to herein as a "party" and collectively referred to as the "parties."

CONTRACT DOCUMENTS:

The Contract documents shall include the following:

1. This Use Agreement
2. Exhibit A – Quote
3. Exhibit B – Contractor's Terms of Service
4. Exhibit C– Signature Verification Form

All Exhibits attached hereto are incorporated herein and made a part of this Agreement for all purposes. In the event of any conflict between the documents, the terms and conditions of this Use Agreement shall control. The term "Contractor" shall include the Contractor, and its officers, agents, employees, representatives, servants, contractors or subcontractors. The term "City" shall include its officers, employees, agents, and representatives.

1. Scope of Services.

Contractor hereby agrees, with good faith and due diligence, to provide the City with access to the Contractor's hosted software, as outlined in the Quote, which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes, and further referred to herein as the "Services." Contractor shall perform the Services in accordance with standards in the industry for the same or similar services. In addition, Contractor shall perform the Services in accordance with all applicable federal, state, and local laws, rules, and regulations. Contractor's additional terms of service have been negotiated between the parties, and are attached and incorporated herein for all purposes as **Exhibit "B."** If there is any conflict between this Agreement and Exhibits A or B, the terms and conditions of this Agreement shall control.

2. Term.

This Agreement shall commence upon March 9, 2015 ("Effective Date") for a 2 year Term, and shall expire no later than March 8, 2017 ("Expiration Date"), unless terminated earlier in accordance with the provisions of this Agreement or otherwise extended by the parties. This Agreement may be renewed for an additional 2 year term upon mutual written consent of the parties, each a "Renewal Term." The City shall provide Contractor with written notice of its intent to renew at least thirty (30) days prior to the end of each term.

3. Compensation.

During the initial term, the City shall pay Contractor an amount **not to exceed \$28,800.00** in accordance with the provisions of this Agreement and Exhibit A. Contractor shall not perform any additional services for the

City not specified by this Agreement unless the City requests and approves in writing the additional costs for such services. The City shall not be liable for any additional expenses of Contractor not specified by this Agreement unless the City first approves such expenses in writing. City agrees to pay all invoices of Contractor within thirty (30) days of receipt of such invoice.

4. Termination.

4.1. Convenience. Either the City or Contractor may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Breach. Subject to Section 28 herein, either party may terminate this Agreement for breach of duty, obligation or warranty upon exhaustion of all remedies set forth in Section 28.

4.3 Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, the City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.4 Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Contractor for services actually rendered up to the effective date of termination and Contractor shall continue to provide the City with services requested by the City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Contractor shall provide the City with copies of all completed or partially completed documents prepared under this Agreement. In the event Contractor has received access to City information or data as a requirement to perform services hereunder, Contractor shall return all City provided data to the City in a machine readable format or other format deemed acceptable to the City.

5. Disclosure of Conflicts and Confidential Information.

5.1 Disclosure of Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

5.2 Confidential Information. The City acknowledges that Contractor may use products, materials, or methodologies proprietary to Contractor. The City agrees that Contractor's provision of services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Contractor, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

5.3 Unauthorized Access. Contractor shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Contractor shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Contractor shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

6. Right to Audit.

Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents,

papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor not less than 10 days written notice of any intended audits.

Contractor further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor not less than 10 days written notice of any intended audits.

7. Independent Contractor.

It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor. It is further understood that the City shall in no way be considered a Co-employer or a Joint employer of Contractor or any officers, agents, servants, employees or subcontractors of Contractor. Neither Contractor, nor any officers, agents, servants, employees or subcontractors of Contractor shall be entitled to any employment benefits from the City. Contractor shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

8. LIABILITY AND INDEMNIFICATION.

A. LIABILITY - CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

B. INDEMNIFICATION - CONTRACTOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTOR'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SUBCONTRACTORS, SERVANTS OR EMPLOYEES.

C. INTELLECTUAL PROPERTY INFRINGEMENT – (i) The Contractor warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section 8C each individually referred to as a “Deliverable” and collectively as the “Deliverables,”) do not infringe upon or violate any patent, copyrights,

trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.

(ii) Contractor shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

(iii) Contractor agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as Contractor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Contractor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Contractor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Contractor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Contractor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Contractor's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Contractor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Agreement, and refund all amounts paid to Contractor by the City, subsequent to which termination City may seek any and all remedies available to City under law. CONTRACTOR'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE AND AMOUNTS SET FORTH IN SECTION 10 OF THIS AGREEMENT.

9. Assignment and Subcontracting.

Contractor shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Contractor under which the assignee agrees to be bound by the duties and obligations of Contractor under this Agreement. The Contractor and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Contractor referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Contractor under this Agreement as such duties and obligations may apply. The Contractor shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

10.1 The Contractor shall carry the following insurance coverage with a company that is licensed to do business in Texas or otherwise approved by the City:

1. Commercial General Liability

- a. Combined limit of not less than \$2,000,000 per occurrence; \$3 million aggregate or
 - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$3,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
 - c. Defense costs shall be outside the limits of liability.
 2. Automobile Liability Insurance covering any vehicle used in providing services under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
 3. Professional Liability (Errors & Omissions) in the amount of \$1,000,000 per claim and \$1,000,000 aggregate limit.
 4. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
 5. Technology Liability (Errors & Omissions)
 - a. Combined limit of not less than \$1,000,000 per occurrence; \$3million aggregate or
 - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$3,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury. The umbrella policy shall cover amounts for any claims not covered by the primary Technology Liability policy. Defense costs shall be outside the limits of liability.
- (a) Coverage shall include, but not be limited to, the following:
- (i) Failure to prevent unauthorized access
 - (ii) Unauthorized disclosure of information
 - (iii) Implantation of malicious code or computer virus
 - (iv) Fraud, Dishonest or Intentional Acts with final adjudication language
 - (v) Intellectual Property Infringement coverage, specifically including coverage for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of patent, copyright, trade mark or trade secret, brought against the City for use of Deliverables, Software or Services provided by Contractor under this Agreement.

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, a separate policy specific to Technology E&O, or an umbrella policy that picks up coverage after primary coverage is exhausted. Either is acceptable if coverage meets all other requirements. Technology coverage shall be written to indicate that legal costs and fees are considered outside of the policy limits and shall not erode limits of liability. Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the City. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance, or a full copy of the policy if requested, shall be submitted to the City to evidence coverage.

6. Any other insurance as reasonably requested by City.
- 10.2 General Insurance Requirements:
1. All applicable policies shall name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.
 2. The workers' compensation policy shall include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth.
 3. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall

be sent to the Risk Manager, City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102, with copies to the City Attorney at the same address.

4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
5. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement.
6. Certificates of Insurance evidencing that the Contractor has obtained all required insurance shall be delivered to and approved by the City's Risk Management Division prior to execution of this Agreement.

11. Compliance with Laws, Ordinances, Rules and Regulations.

Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

12. Non-Discrimination Covenant.

Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. Notices.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO THE CITY:

City of Fort Worth
Attn: Assistant City Manager for PD
1000 Throckmorton
Fort Worth TX 76102
Facsimile: (817) 392-6134

With Copy to the City Attorney
at same address

TO CONTRACTOR:

Name: DigitalStakeout Inc.
Attn: James Brown
234 Morrell Road, Suite 360
Knoxville, TN 37919-5876
Facsimile: (865) 381-1930

14. Solicitation of Employees.

Neither the City nor Contractor shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. This provision shall not apply to an employee who responds to a general solicitation or advertisement of employment by either party.

15. Governmental Powers.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

16. No Waiver.

The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

17. Governing Law and Venue.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. Force Majeure.

The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

20. Headings Not Controlling.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

21. Review of Counsel.

The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

22. Amendments.

No amendment of this Agreement shall be binding upon a party hereto unless such amendment is set forth in a written instrument, and duly executed by an authorized representative of each party.

23. Entirety of Agreement.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

28. Reporting Requirements.

For purposes of this section, the words below shall have the following meaning:

Child shall mean a person under the age of 18 years of age.

Child pornography means an image of a child engaging in sexual conduct or sexual performance as defined by Section 43.25 of the Texas Penal Code.

Computer means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device that performs logical, arithmetic, or memory functions by the manipulations of electronic or magnetic impulses and includes all input, output, processing, storage, or communication facilities that are connected or related to the device.

Computer technician means an individual who, in the course and scope of employment or business, installs, repairs, or otherwise services a computer for a fee. This shall include installation of software, hardware, and maintenance services.

If Contractor meets the definition of Computer Technician as defined herein, and while providing services pursuant to this Agreement, views an image on a computer that is or appears to be child pornography, Contractor shall immediately report the discovery of the image to the City and to a local or state law enforcement agency or the Cyber Tip Line at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by law. Failure by Contractor to make the report required herein may result in criminal and/or civil penalties.

29. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement, and any amendment(s) hereto, may be executed by any authorized representative of Contractor whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as **Exhibit "C"** and incorporate herein by reference. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

Executed in multiples this the 27th day of April, 2015.

AGREED:

CITY OF FORT WORTH:

By: Rudy Jackson
Rudy Jackson
Acting Assistant City Manager
Date: 4-27-15

ATTEST:

By: Mary Kayser
Mary Kayser
City Secretary



AGREED:

DIGITALSTAKEOUT INC.:

By: Adam Mikrut
Adam Mikrut
CEO
Date: 4/16/15

ATTEST:

By: James Brown
James Brown
Chief Financial Officer

City Secretary Contract No. _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Jessica Sangsvang
Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: N/A

Date Approved:

EXHIBIT A**DigitalStakeout**

DigitalStakeout Inc.
234 Morrell Road, Suite 350
Knoxville, TN 37919-5876

Quote

Valid Through: 11/28/2014
Quote Number: 96011100000161003

Payment Terms: Due Upon Receipt
Initial Term (Months): 24
Comments or Special Instructions:

Prepared For:
LL John White
Fort Worth Police Department
350 West Belknap Street
Fort Worth, TX 76102
Phone: 8179951291
Email: John.White@fortworthtexas.gov

SKU	Description	Qty	Unit MSRP	MSRP Total	Discounted Total
ISW-SDE-T1-S5	ISW - 1MIL Events Per Month, Standard Support 9am-5pm EST. Features: Core, SS. If you exceed your monthly event or object allowance, you will be charged an overage fee to cover the amount of events or objects used. When you reach 85% of your event or object limit for the month, a notification email is sent to the account contact warning that you are approaching your limit. If you exceed a limit for the month, your account will continue to function and you will still be able to receive service without interruption. At the end of the month, your overage will be totaled and you will be charged the applicable event or object fee. Unless Customer provides notice of its intent not to renew subscription at least thirty (30) days prior to the expiration of the Initial Term, this subscription will automatically renew for a successive period as a Renewal Term.	24	\$500.00	\$12,000.00	\$12,000.00
ISW-SDO-T1-S5	ISW - 1000 Objects Per Month, Standard Support 9am-5pm EST. Features: Core, SS. If you exceed your monthly event or object allowance, you will be charged an overage fee to cover the amount of events or objects used. When you reach 85% of your event or object limit for the month, a notification email is sent to the account contact warning that you are approaching your limit. If you exceed a limit for the month, your account will continue to function and you will still be able to receive service without interruption. At the end of the month, your overage will be totaled and you will be charged the applicable event or object fee. Unless Customer provides notice of its intent not to renew subscription at least thirty (30) days prior to the expiration of the Initial Term, this subscription will automatically renew for a successive period as a Renewal Term.	24	\$750.00	\$18,000.00	\$18,000.00
					Subtotal: \$28,800.00
					Grand Total: \$28,800.00

EXHIBIT B CONTRACTOR'S TERMS OF SERVICE

When you, the purchaser ("Customer") or user ("Customer") of data provided by DigitalStakeout use DigitalStakeout products or services (collectively, the "Service"), then Customer agrees to the following terms and conditions (the "Use Agreement"). DigitalStakeout ("DigitalStakeout" or "We" or "Our") may revise these terms from time to time, at our sole discretion. Unless otherwise provided below, the revised terms will take effect when they are posted on the DigitalStakeout website.

WITH ANY USE OF SERVICE, CUSTOMER IS INDICATING CUSTOMER AGREEMENT TO THE TERMS OF THIS USE AGREEMENT AND ALL REVISIONS THEREOF.

The Use Agreement is applicable to TRIAL, ACTIVE, or TERMINATED Customers AND visitors accessing DigitalStakeout's systems.

ACCESS TO THE SERVICE

Customer is responsible for all activity under the Service account. Customer must safeguard the password and email address Customer uses to access the Service. Customer authorizes DigitalStakeout to assume that any user using the Service with Customer email address and password either is authorized to act for Customer. Customer agrees to immediately notify us of any unauthorized use of Customer account. DigitalStakeout may limit who may use your account at any time without notice.

CUSTOMER RESPONSIBILITIES

Customer agrees to provide accurate and current information when using the Service. Customer will not impersonate any person or entity; misrepresent Customer affiliation with a person or entity; or, misrepresent the origin of any content distributed through the Service. Customer will not, nor will Customer permit or assist others to, use the Service for any unlawful purpose or for any purpose other than that for which lawful use is intended. Customer warrants and represent that Customer has the legal right to possess, use or view any and all electronic data Customer transmits utilizing Service, and that such data does not infringe a third party's intellectual property rights, civil rights, civil liberties, or rights of publicity or privacy.

NO DISRUPTION

Customer agrees not to disrupt the functioning of the Service or act in a way that interferes with other users using the Service. Nor will Customer post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. Customer agrees not to access, tamper with, or use non-public or non-authorized areas of this web site. Unauthorized individuals attempting to access these areas on the site will be subject to prosecution.

DISCRETION OVER CONTENT, USE, STORAGE, AND OPERATION OF SERVICE

We may edit, move, or delete any content in the Service (including content or communications that Customer have provided) for any reason, and may preserve and disclose content or user information if required to do so by law or in the good faith belief that doing so is necessary to: (a) comply with legal process; (b) enforce this Use Agreement, (c) respond to claims that any content violates the rights of third parties; (d) protect the rights, property, or personal safety of DigitalStakeout, its users, or the public, or (e) administer the Service.

We generally do not pre-screen, monitor, or edit content provided by third parties. We are not responsible for any failure to remove or delay in removing harmful, inaccurate, unlawful, or otherwise objectionable content originating with or otherwise provided by third parties.

REFUND POLICY

DigitalStakeout's prices and services are final. No refunds shall be given by DigitalStakeout, or any other party, for any amounts paid for services, including, without limitation, any service charges or fees. Customer hereby acknowledges that DigitalStakeout can not and does not make any guarantees or

warranties, and the Customer therefore understands that he or she forgoes the right to dispute credit card charges on the grounds that DigitalStakeout has failed to deliver satisfactory services. The Customer further understands that, because DigitalStakeout is an Internet-based business, DigitalStakeout never actually takes physical possession of the customer's credit card; the Customer acknowledges that, for this reason, DigitalStakeout would normally have difficulty prevailing in credit card charge disputes with the Customer relative to a physically-based business. The Customer therefore forgoes his or her right to dispute the credit card charges he or she incurs with DigitalStakeout.

TERMINATION

Customer may terminate this Use Agreement at any time and for any reason by contacting customer service via email to accounting@digitalstakeout.com, support portal, or by sending written notice to DigitalStakeout correspondence address at 234 Morrell Road, Suite 360, Knoxville, TN 37919-5876 USA.

DigitalStakeout will send Customer an email confirmation once Customer account has been canceled. For cancellations of termed contract, a termination fee of 50% of the remaining unbilled balance will be due at termination (i.e. a cancellation at the end of month 4 on a 12 month contract will result in a cancellation fee applicable to 4 months of billing.)

DigitalStakeout reserves the right to suspend or terminate Customer account, in whole or in part, or prohibit Customer further use of the Service, at any time. Upon termination of Customer account for any reason, Customer will have no right to use the Service and We may delete any data pertaining to Customer account. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any termination of Customer membership.

INTELLECTUAL PROPERTY AND COPYRIGHT

All materials associated to Service including, but not limited to, images, text, illustrations, audio, video files and the selection, coordination and arrangement of such materials (collectively "Intellectual Property"), are protected by copyrights, trademarks, service marks, or other proprietary rights which are either owned by DigitalStakeout or owned by other parties who have licensed their intellectual property to DigitalStakeout. DigitalStakeout, and all other derivations of the "DigitalStakeout" mark appearing on this web site are trademarks and/or service marks of DigitalStakeout Inc. and all other trademarks, service marks, and trade names used on the site are the property of their respective owners.

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If Customer use of the Service results in the need for servicing or replacing property, material, equipment or data, We are not responsible for those costs.

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This Use Agreement, including the documents referenced by and incorporated into this document, constitutes the entire agreement between Customer and DigitalStakeout and governs Customer use of the Service, superseding all prior or contemporaneous agreements, understandings, or representations and, except as expressly provided therein, may not be modified or amended except in writing signed by both Parties. Customer also may be subject to additional terms that may apply when Customer use affiliate or other DigitalStakeout services, third-party content, or third-party software. Customer are responsible for compliance with applicable local laws, keeping in mind that access to the Site Content may not be legal by certain persons or in certain countries. If any part of this Use Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Use Agreement is personal to Customer and Customer may not transfer, assign or delegate this Use Agreement to anyone without the express written permission of DigitalStakeout. Any attempt by Customer to assign, transfer or delegate this Use Agreement without the express written permission of DigitalStakeout shall be null and void. This Use Agreement and any registration for or subsequent use of the Service will not be construed as creating or implying any relationship of agency, independent contractor, franchise, partnership, or joint venture between any user and DigitalStakeout.

The section titles in this Use Agreement are for convenience only and have no substantive effect.

EXHIBIT C

VERIFICATION OF SIGNATURE AUTHORITY


Full Legal Name of Company:

Legal Address:

Services to be provided:

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind the Company and to execute any agreement, amendment or change order on behalf of Company. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Company. The City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Company. Company will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. The City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by the Company.

1. Name: James Brown
Position: CFO

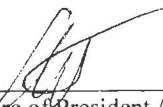
Signature 

2. Name: _____
Position: _____

Signature _____

3. Name: _____
Position: _____

Signature _____

Name: 
Signature of President / CEO
Other Title: _____
Date: 4/16/15