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SUBSCRIPTION RENEWAL AGREEMENT

FULL SUBSCRIBER NAME:

CITY OF REEDLEY FD (CA)

(The name of the entity that is subscribing, hereinafter "Subscriber")

RENEWAL SUBSCRIPTION
COMMENCEMENT DATE:

February 1, 2019

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the IamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its' own internet connection and hardware.

1. This renewal subscription shall commence on the Renewal Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESMC until ESMC has received this signed Subscription Agreement from Subscriber.

2. a) Term and Base Subscription Fee:

The subscription term and fee selected by Subscriber is as follows:

(In this section, you must check at least one box, and in some cases, two boxes.)

One-year Subscription

☐ \$800

Three-year Subscription

Subscriber will pay this (select a payment option below, and check the box):

☐ Annually, at \$725/year; or

☒ Up-front, for a total of \$2,066 (5% discount from annual payment rate)

Five-year Subscription (BEST VALUE!)

Subscriber will pay this (select a payment option below, and check the box):

☐ Annually, at \$650/year; or

☐ Up-front, for a total of \$3,087 (5% discount from annual payment rate)

b) Telephone Call Costs: \$10/year.

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription Agreement to IamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

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Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. All subscription fees are in US funds, and shall be paid in US funds.
5. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at www.iamresponding.com.
6. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
7. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
8. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
9. If Subscriber has a website for its department or agency on which it is able to place links to other websites, Subscriber shall add a link on its site to www.iamresponding.com.
10. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than none (insert "none" if no sales person was involved in procuring this subscription).
11. Subscriber understands that the subscription fee that is being paid for each year of a multi-year subscription is a discounted fee made available to Subscriber only because of Subscriber having entered into a multi-year Subscription Agreement. Subscriber further understands that ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
12. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.
13. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.
14. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s)

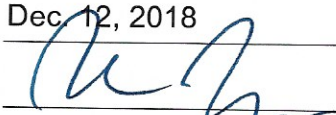
as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

15. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
16. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
17. Subscriber certifies that Subscriber (**check one box below**):
- ☐ **IS** a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is: _____ (*Please attach tax exemption certificate*).
- ☒ **IS NOT** a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.
18. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

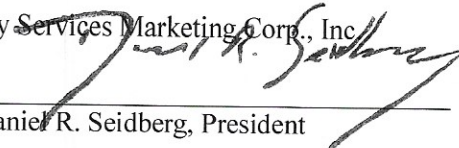
Subscribing Entity's Name: City of Reedley

Printed Name of Authorized Signor: Nicole Zieba

Date: Dec 12, 2018

Signature: 

Emergency Services Marketing Corp., Inc.

By:  Date: 1/2/19

Daniel R. Seidberg, President

Please return this ENTIRE agreement to us; not just the signature page!

***All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005***

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FORM AS YOUR INVOICE

IamResponding.com

Emergency Service Marketing Corp., Inc.

P.O. Box 93

Dewitt, New York 13214-0093

Phone: (315) 701-1372 Fax: (315) 314-7748

Self Made Invoice

Date: Dec. 12, 2018

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
Please select <u>ONE</u> applicable payment option below:	
<input type="checkbox"/> One-Year Term (\$800 Base Fee + \$10 Telephone Fee = \$810)	
<input type="checkbox"/> Three-Year Term, Paid Annually (\$725 Base Fee + \$10 Telephone Fee = \$735)	
<input checked="" type="checkbox"/> Three-Year Term, Paid Up-Front (\$2,066 Base Fee + \$30 Telephone Fee = \$2,096)	
<input type="checkbox"/> Five-Year Term, Paid Annually (\$650 Base Fee + \$10 Telephone Fee = \$660)	
<input type="checkbox"/> Five-Year Term, Paid Up-Front (\$3,087 Base Fee + \$50 Telephone Fee = \$3,137)	
Total :	2096

Please update your billing contact information!

Billing Contact Name: <u>Tiffany Couto</u>	All payments in US funds ONLY
Billing Contact Email: <u>Tiffany.couto@reedley.ca.gov</u>	Payments accepted via
Billing Contact Phone: <u>559-637-4200</u>	Check or Money Order
Billing Contact Fax: _____	Make checks payable to:
Billing Address: <u>845 G Street, Reedley CA 93654</u>	Emergency Services Marketing Corp., Inc.
	(Tax ID #: 20-5787005)
	Thank you for your business!

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