



ONSOLVE™

CodeRED®
CRWW Order Form

This CRWW Order Form by and between Provider and CRWW Licensee is made as of **January 1, 2020** (the "Order Date") and is made a part of that certain Service Agreement effective January 1, 2019 (the "Agreement") by and between Provider and East Texas Council of Governments, a body politic of the State of Texas ("Customer"). Except for as set forth below, this CRWW Order Form is governed by and subject to the terms and conditions set forth in the Agreement. Terms used herein but not defined herein have the meaning ascribed to such terms in the Agreement.

The parties acknowledge and agree that CRWW shall be added as of the Order Date and continue through **December 31** of each year, provided that, CRWW is renewed as set forth in the table below.

Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
CRWW Licensee Information: ("CRWW Licensee")	CRWW Licensee Name: Calling Area: CRWW Licensee Address: Business Contact/Title: Phone: Email:	<u>Panola County, Texas</u> <u>Panola County, Texas</u> <u>110 S. Sycamore St. Room 106</u> <u>Carthage, TX 75633</u> <u>Tommy Earle/Emergency Management Coordinator</u> <u>(903) 693-0318</u> <u>tearle@co.panola.tx.us</u>

<i>Unless otherwise specified on a CRWW Licensee purchase order or below, Provider will send invoices to the CRWW Licensee Business Contact address above. Payment is due thirty (30) days from receipt of invoice.</i>	
CRWW Licensee Invoice Name:	Panola County
Attention:	Tommy Earle
Address:	110 S. Sycamore Street, Room 106
City, State, Zip:	Carthage, TX 75633
Phone:	(903) 693-0318
Email:	tearle@co.panola.tx.us
Preferred method of receiving invoices: <input type="checkbox"/> Email <input checked="" type="checkbox"/> US Mail	

CRWW SERVICE DESCRIPTION	
CRWW Term	One (1) Year
CodeRED Weather Warning®	
Annual CodeRED Weather Warning® Subscription Fee:	\$2,680.00
CRWW Term Total:	\$2,680.00
<i>All amounts are stated in United States Dollars unless specifically indicated otherwise.</i>	

1.1 CRWW. CRWW expands the benefits of the Service to include automatic launching of prerecorded CRWW Notifications to Contacts of CRWW Licensee within the Calling Area specified in the CRWW Order who have added their name and geographic location to the CRWW Licensee database via the CRWW Licensee's community notification enrollment site. CRWW will notify ONLY those Contacts within the Calling Area that have CHOSEN to participate through the opt-in process. Notifications placed automatically via CRWW have no effect on the Message Units associated with the Service. CRWW is available only as an add-on feature for the Service. Accordingly, upon termination of the Agreement, access to CRWW will terminate and Provider shall terminate all individual CRWW Licensee accounts.

1.2 CRWW Term. The CRWW Term shall begin on the Order Date and continue for the period set forth on the CRWW Order Form. Upon completion of the CRWW Term, CRWW Licensee may renew the CRWW for successive one (1) year terms (each a "CRWW Term") by providing any of the following to Provider prior to the end of the then-current CRWW Term: a signed CRWW Order Form (in electronic or hard copy format); a purchase order for payment for one additional year; or payment for one additional year.

1.3 CRWW Fees. Each CRWW Licensee shall pay Provider for the CRWW Service as set forth in the applicable CRWW Order Form. Invoices shall be sent to the CRWW Licensee at the address specified in the applicable CRWW Order Form. Pricing for the CRWW Service is separate and independent from the pricing for the Service.

1.4 CRWW Termination. The CRWW Service can be removed by CRWW Licensee by providing written notice, provided however, CRWW Licensee shall pay all unpaid CRWW fees that would become due under the then-current term and no fees paid hereunder shall be refunded.

By signing below, CRWW Licensee agrees to pay Provider the fees set forth herein. CRWW Licensee agrees to comply with the terms and conditions set forth in the Agreement and this CRWW Order Form. This CRWW Order Form supersedes all prior agreements, written or oral, between CRWW Licensee and Provider relating to the subject matter of this CRWW Order Form. Except as otherwise provided, this CRWW Order Form may not be modified, changed, or discharged in whole or in part, except in a writing signed by Licensee and Provider.

ONSOLVE, LLC

Signed: _____

Printed Name: Mark Scully

Title: VP, Customer Success

Date: 10/15/2019

PANOLA COUNTY, TEXAS

Signed: _____

Printed Name: Lee Ann Jones

Title: County Judge

Date: 10-15-19