

IamResponding)))

Extension No. 3 to SUBSCRIPTION AGREEMENT

NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate. If you would like to discuss a longer term, please let us know!

FULL SUBSCRIBER NAME: Oneida County, NY
(The name of the entity that is subscribing, hereinafter "Subscriber")

Your most recent subscription to IamResponding expires (or expired) on February 13, 2025. This Amendment extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length, cost and scope (number of entities covered) of the agreement, which will now be as set forth below:

- 1. Term. The Term of the Subscription Agreement is hereby extended through and including February 13, 2030. A copy of the original Subscription Agreement is attached hereto as Exhibit A.
2. Subscription Fees.
a. Base Subscription Fee: Subscriber shall pay to ESMC the further sum of \$159,210.00, due as follows without necessity of invoice.
i. \$31,842 due on or before February 14, 2025;
ii. \$31,842 due on or before February 14, 2026;
iii. \$31,842 due on or before February 14, 2027;
iv. \$31,842 due on or before February 14, 2028;
v. \$31,842 due on or before February 14, 2029;
b. Telephone Call Charges: Subscriber shall pay to ESMC the total sum of \$2,825.00, due as follows without necessity of invoice.
i. \$ 565 due on or before February 14, 2025;
ii. \$ 565 due on or before February 14, 2026;
iii. \$ 565 due on or before February 14, 2027;
iv. \$ 565 due on or before February 14, 2028;
v. \$ 565 due on or before February 14, 2029.
3. Scope of Subscription. The base subscription fee provides subscription services for Sixty (60) entities. Fifty-four (54) respond to more than 100 Incidents/year. Five (5) respond to less than 100 Incidents/year. And One (1) Complementary system. The agencies are as follows:

Table with 1 column: Department Names. Rows include: POLAND VOL. FIRE CO. INC. (NY), BOONVILLE VOL. FIRE CO. INC. (NY), DEANSBORO FD (NY), FLORENCE VOL. FIRE CO. (NY), Utica College EMS (NY), KUYAHOORA VOL. AMB. (NY), WEST LEYDEN FD (NY), Vineall Ambulance (NY), AmCare Ambulance Svc. (NY)

BARNEVELD VOL FIRE DEPT (NY)
BOONVILLE AMBULANCE SVC. (NY)
BRIDGEWATER FIRE CO. (NY)
CAMDEN FIRE DEPARTMENT (NY)
CASSVILLE FIRE DEPARTMENT (NY)
CENTRAL ONEIDA COUNTY VAC (NY)
CLARK MILLS VFD (NY)
CLAYVILLE FIRE DEPARTMENT (NY)
CLINTON FIRE DEPARTMENT (NY)
DEERFIELD FIRE DEPARTMENT (NY)
DURHAMVILLE FIRE DEPARTMENT (NY)
Edwards Ambulance Inc. (NY)
FLOYD VOLUNTEER FIRE DEPARTMENT (NY)
FORESTPORT FIRE FIGHTERS (NY)
HOLLAND PATENT HOSE COMPANY (NY)
LAKE DELTA VFD (NY)
LEE CENTER FIRE DEPT (NY)
MAYNARD FIRE DEPT (NY)
MCCONNELLSVILLE VFD (NY)
NEW HARTFORD FIRE DEPT (NY)
NEW LONDON FIRE DEPARTMENT (NY)
NEW YORK MILLS FD (NY)
NORTH BAY FIRE DEPARTMENT (NY)
ONEIDA CASTLE FIRE DEPARTMENT (NY)
ONEIDA COUNTY EMERGENCY SERVICES - Complimentary Site (NY)
ORISKANY FALLS FIRE & EMS (NY)
ORISKANY FIRE DEPT (NY)
OTTER LAKE FD (NY)
PARIS HILL FIRE DEPT (NY)
REMSEN VOL FIRE DEPT (NY)
ROME FIRE DEPARTMENT (NY)
SAUQUOIT VOL FIRE CO. (NY)
SHERRILL-KENWOOD VOL FIRE DEPT (NY)
STANWIX HEIGHTS FIRE DEPARTMENT (NY)
Star Ambulance (NY)
STITTVILLE FIRE DEPT (NY)
SYLVAN BEACH FD (NY)
TABERG VFC, INC. (NY)
TOWN OF CAMDEN AMBULANCE (NY)
UTICA FIRE DEPARTMENT (NY)
VERNON CENTER FIRE DEPARTMENT (NY)
VERONA FIRE DEPARTMENT (NY)
VFC OF VERNON, INC. (NY)
VFC OF WESTERN (NY)
VIENNA FD INC. (NY)
WATERVILLE FD (NY)
WESTMORELAND FD (NY)
WHITESBORO FIRE DEPT (NY)
WILLOWVALE FIRE COMPANY INC (NY)
WOODGATE VFD (NY)
YORKVILLE FD (NY)

4. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Agreement on behalf of Subscriber.

**Oneida County, NY**

By:

Printed Name: Anthony J. Picente, Jr.

Authorized Signature: \_\_\_\_\_

Official Title of Person Signing: Oneida County Executive

Date: \_\_\_\_\_

**Billing Information:**

Address: 120 Base Road

City: Oriskany

Province/State: New York

Postal/Zip Code: 13424

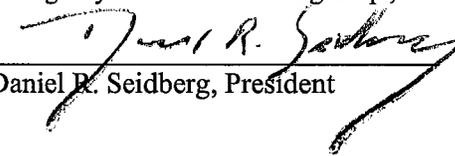
Contact Name: Department of Emergency Services

Email Address: estevens@oneidacountyny.gov

Phone Number: (315) 765-2527

Emergency Services Marketing Corp., Inc.

By:

  
\_\_\_\_\_  
Daniel R. Seidberg, President

Date:

3/14/2025



### **SUBSCRIPTION AGREEMENT**

This Agreement is entered into by and between **Emergency Services Marketing Corp., Inc.** (“ESMC”), as the duly licensed provider of **IamResponding.com**, and **Oneida County, New York** (“Subscriber”). Pursuant to the Terms and Conditions set forth herein, ESMC agrees to provide Subscriber with access to **IamResponding.com**, for the term and at the cost set forth herein. Subscriber is solely responsible for obtaining its’ own internet connection and hardware.

1. **Term.** The Term of this subscription shall commence on **February 15, 2013** (“Commencement Date”), and shall terminate **February 14, 2015**, unless extended by an Amendment to this agreement signed by both parties hereto. Subscriber’s access to **IamResponding.com** shall not be provided by ESMC until ESMC has received this signed Subscription Agreement from Subscriber.
2. **Confidentiality.** The cost provisions set forth herein constitute proprietary information of ESMC, are to be treated as confidential by Subscriber, and are to be shared with only such other municipal officials as are deemed by Subscriber to have a specific need to know.
3. **Subscription Fees.**
  - a. **Base Subscription Fee:** Subscriber shall pay to ESMC the total sum of **\$68,170.00**, due on or before the Commencement Date, without invoice.
  - b. **Set-up Fee.** Subscriber shall pay to ESMC a one time set up fee of **\$0**, due on or before the Commencement Date, without invoice.
  - c. **Telephone Charges.** Subscriber shall pay to ESMC the sum of **\$4,800.00**, due on or before the Commencement Date, without invoice.

The first **100,000 calls per year** that are dialed into **IamResponding.com**’s modified caller identification based system<sup>1</sup> by members of the 36 agencies teams to be identified on the county implementation plan **shall be paid for by Subscriber with the Base Subscription Fee set forth above, at a rate of \$2,400 per year (\$4,800 total)**. Unused call allotments shall not roll over into subsequent years. Each additional telephone call to the system’s modified caller identification based system (after the first 100,000 such calls per year) made by members of the agencies and teams identified on the county implementation plan, and each telephone call made to the system’s modified caller identification based system by members of any additionally added agencies or teams shall

---

<sup>1</sup> PIN Number recognition and text-to-voice functionality are not currently included within the services provided within this Subscription, and, if and when offered, shall be subject to additional telephone charges.

be billed annually at the rate of \$.028 (2.8 cents) per call. These additional per-call costs shall be capped at no more than \$300 per agency, per year.

4. Payment. All payments required pursuant to this Subscription Agreement shall be by official check made payable to Emergency Services Marketing Corp., Inc. (EIN 20-578-7005), and shall be delivered to: P.O. Box 93, Dewitt, New York 13214.
5. Scope of Subscription. The base subscription fee provides subscription services to **Fifty-eight (58)** agencies and county-wide specialty teams, which are as identified on the county implementation plan attached hereto as Exhibit "A." Additional agencies and county-wide specialty teams may be added during the same subscription Term at the following rates:

Each additional agency that is dispatched to MORE than 100 events per year:

3 year term: \$650/year\*\*

Each additional agency that is dispatched to LESS than 100 events per year:

3 year term: \$270/year\*\*

\*\*Plus a one time set up fee of \$35 per agency or team, and telephone call charges as set forth in Section 3(c).

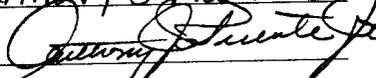
For the purpose of this Subscription Agreement, an "agency" is defined as a single entity with the ability to view all responders of each company and station of that entity on a single sub-site of the lamResponding.com system. Each entity which desires to view responders of its companies or stations on separate sub-sites of the system shall be treated as a separate agency for each sub-site established. For example, a fire department with two stations that desires to have each of its' monitors display every responder to every event on a single sub-site of lamResponding.com constitutes one agency. A fire department with two stations that wants to view the separate responders assigned to each station on two separate sub-sites will be treated as two agencies. Multiple agencies and teams shall not share subscription services.

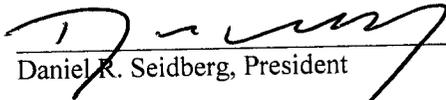
6. Subscription Services.
  - a. Included Services. Unlimited access to all responder information of the agencies and teams identified on Exhibit "A" by Oneida County dispatchers, County Fire & EMS Coordinators and such others as may be designated by the Subscriber; the establishment of separate, designated sub-sites for each included agency and team; the set-up of a consolidated dispatch center sub-site of lamResponding.com for monitoring by the dispatch center of each of the agencies and teams identified on Exhibit "A" on a single system; all current functions of lamResponding.com; 24x7x365 email technical support to up to three designated points of contact on the county level, and up to two designated points of contact at each agency and team (as also set forth on Exhibit "A"); set up of program options for each agency and team; periodic system upgrades; provisioning of toll-free access numbers for each agency and team.
  - b. Excluded Services. Input or maintenance of individual member profiles (to be performed by individual agencies and/or teams); user-end hardware, software, cabling or monitors; installation, maintenance or trouble-shooting at user sites. If and when outbound text-to-voice functionality is added as a feature of lamResponding.com, the cost of such outbound telephone calls is not included within this Subscription Agreement, and shall be subject to a separate agreement at that time in order to enable that function.

7. [Intentionally deleted].
8. Terms of Use. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IamResponding.com, including all disclaimers of warranties set forth therein. Subscriber agrees to abide by and adhere to all such Terms of Use. The Terms of Use are posted on the IamResponding.com site at [www.iamresponding.com](http://www.iamresponding.com), and may be revised from time to time, without notice, by and in the sole discretion of ESMC. By logging into or utilizing IamResponding.com in any manner, Subscriber consents, and agrees to adhere, to the Terms of Use of IamResponding.com in effect at the time of use.
9. Default. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use of IamResponding.com, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IamResponding.com, and to suspend or terminate Subscriber's access to IamResponding.com. Any payments not timely made shall be considered a material default by Subscriber.
10. System Modifications. Subscriber understands that ESMC reserves the right to modify the appearance, content and/or functionality of IamResponding.com at any time, and in its sole discretion. In no event shall any core functionality of IamResponding.com be eliminated.
11. Website Links. Subscriber, and each agency and team identified on Exhibit "A", shall add a link to [www.iamresponding.com](http://www.iamresponding.com) on any website that they maintain for official business.
12. Sales Representatives. Subscriber warrants that its subscription to ERRS 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).
13. Technical Support. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to [support@emergencysmc.com](mailto:support@emergencysmc.com). Subscriber shall designate no more than three (3) County individuals as the County's sole points of contact for support inquiries, and each agency set forth on Exhibit "A" shall identify two (2) individuals as their sole points of contact for support inquiries. ESMC shall exercise reasonable efforts to reply to all support inquiries, but shall only be obligated to reply to support inquiries if they come from one or more of the designated support contacts. 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.
14. Service Interruptions. Subscriber understands that there may be periodic service interruptions to ERRS 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, and maintains a fully redundant, fault-tolerant network for the provision of services related to the ERRS.
15. Promotion. Subscriber consents to the utilization by ESMC of the existence of this subscription in promotional materials developed and disseminated by ESMC, including the listing of Subscriber and each agency identified on Exhibit "A" as a subscriber/user of ERRS.
16. Severability. 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.

17. Counterparts. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
18. Entire Agreement. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of ERRS, 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 ERRS, the terms and conditions of this Subscription Agreement shall control.
19. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Printed Name: ANTHONY J. PICENTE JR  
Authorized Signature:   
Official Title of Person Signing: ONEIDA CO. EXECUTIVE  
Date: JUNE 14. 2013

Emergency Services Marketing Corp., Inc.  
By:  Date: 2/19/13  
Daniel R. Seidberg, President

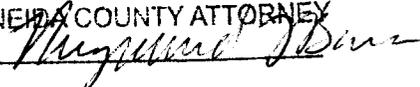
Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By: 

Exhibit "A"

County Implementation Plan

BOONVILLE AMBULANCE SVC. (NY)
BOONVILLE VOL. FIRE CO. INC. (NY)
BRIDGEWATER FIRE CO. (NY)
CAMDEN FIRE DEPARTMENT (NY)
CASSVILLE FIRE DEPARTMENT (NY)
CENTRAL ONEIDA COUNTY VAC (NY)
CLARK MILLS VFD (NY)
CLAYVILLE FIRE DEPARTMENT (NY)
CLINTON FIRE DEPARTMENT (NY)
DEANSBORO FD (NY)
DEERFIELD FIRE DEPARTMENT (NY)
DURHAMVILLE FIRE DEPARTMENT (NY)
FLORENCE VOL. FIRE CO. (NY)
FLOYD VOLUNTEER FIRE DEPARTMENT (NY)
FORESTPORT FIRE FIGHTERS (NY)
HOLLAND PATENT HOSE COMPANY (NY)
KUYAHOORA VOL. AMB. (NY)
LAKE DELTA VFD (NY)
LEE CENTER FIRE DEPT (NY)
MAYNARD FIRE DEPT (NY)
MCCONNELLSVILLE VFD (NY)
NEW HARTFORD FIRE DEPT (NY)
NEW LONDON FIRE DEPARTMENT (NY)
NEW YORK MILLS FD (NY)
NORTH BAY FIRE DEPARTMENT (NY)
ONEIDA CASTLE FIRE DEPARTMENT (NY)
ONEIDA CTY EMERGENCY SERVICES
ORISKANY FALLS FIRE & EMS (NY)

ORISKANY FIRE DEPT (NY)
OTTER LAKE FD (NY)
PARIS HILL FIRE DEPT (NY)
POLAND VOL. FIRE CO. INC. (NY)
PROSPECT VOLUNTEER AMBULANCE (NY)
PROSPECT VOLUNTEER FIRE CO.(NY)
REMSSEN VOL FIRE DEPT (NY)
ROME FIRE DEPARTMENT (NY)
SAUQUOIT VOL FIRE CO. (NY)
SHERRILL-KENWOOD VOL FIRE DEPT (NY)
STANWIX HEIGHTS FIRE DEPARTMENT (NY)
STITTVILLE FIRE DEPARTMENT (NY)
SYLVAN BEACH FD (NY)
TABERG VFC, INC. (NY)
TOWN OF CAMDEN AMBULANCE (NY)
UTICA FIRE DEPARTMENT (NY)
VERNON CENTER FIRE DEPARTMENT (NY)
VERONA FIRE DEPARTMENT (NY)
VFC OF VERNON, INC. (NY)
VFC OF WESTERN (NY)
VIENNA FD INC. (NY)
WATERVILLE AMBULANCE (NY)
WATERVILLE FD (NY)
WEST LEYDEN FD (NY)
WESTMORELAND FD (NY)
WHITESBORO FIRE DEPT (NY)
WILLOWVALE FIRE COMPANY INC (NY)
WOODGATE VFD (NY)
YORKVILLE FD (NY)

*Cleveland FD  
KML*

## **TERMS OF USE AGREEMENT FOR iamResponding.com**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, ACCESSING, LOGGING INTO OR USING THE EMERGENCY RESPONDER REPLY SYSTEM.**

**BY LOGGING INTO THE EMERGENCY RESPONDER REPLY SYSTEM OR USING ANY COMPONENT OR SERVICES OF THE EMERGENCY RESPONDER REPLY SYSTEM, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT LOG INTO OR USE ANY COMPONENT OR SERVICES OF THE EMERGENCY RESPONDER REPLY SYSTEM.**

### **INTRODUCTION.**

Through the iamresponding.com site, Emergency Services Marketing Corp., Inc. ("ESMC") makes available a variety of resources and services (collectively the "Services") of iamResponding.com, which is also known as the Emergency Responder Reply System ("ERRS"). These Services are subject to the following terms and conditions ("Terms and Conditions"), which are legal obligations. The Services include any updates, new features, enhancements and the addition of new Web properties. ESMC does not discriminate on the basis of race, ethnicity, national origin, age, gender, religion, sexual orientation or any other protected status.

### **ACCEPTANCE OF TERMS AND CONDITIONS.**

By logging into or using the Services, you agree to be bound by, and to comply with, these Terms and Conditions and any other rules or guidelines which ESMC may implement for any individual Web site or Service. ESMC reserves the right to update these Terms and Conditions at any time without advance notice to you. You may review the most current version of the Terms and Conditions prior to logging into the Services by clicking the hypertext link located at the bottom of our home page ([www.iamresponding.com](http://www.iamresponding.com)), by clicking the hypertext link located on the Subscriber Log-in page accessed from our home page, or by requesting a printed copy from ESMC.

### **CONDITIONS AND RESTRICTIONS ON USE.**

If you fail to comply with the Terms and Conditions, or if you engage in (or allow any third party to engage in) any of the following activities, ESMC may terminate your use of the Services: (a) using the Services for any unlawful purpose; (b) using the Services for any purpose prohibited by the Terms and Conditions; (c) engaging in any conduct that ESMC, in its sole discretion, believes is or may be harmful to another user or to any other party, directly or indirectly; (d) violating any foreign, federal, state or local law or regulation; (e) using the Services in a manner that could impair, disable, overburden or damage any ESMC server, or the network(s) connected to any ESMC server, or

interfere with any other party's use and enjoyment of any Services; (f) attempting to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any ESMC server or to any of the Services, through hacking, password mining or any other means. If you breach this Agreement or any subscription agreement with ESMC pertaining to ERRS, your right to use the Services will terminate immediately and without notice, but all provisions of this and any subscription agreements, except grants of licenses and/or rights of use of the Services, will survive termination and continue in effect. Your obligations under this Agreement and any Subscription Agreements will survive the termination of your subscription and of your authorization to use the Services.

In addition, ESMC may terminate any user's access for any reason or no reason at all in its sole discretion, with or without prior notice.

#### **REGISTRATION AND PRIVACY.**

Certain of the Services may require you to register with and/or subscribe to the Services. You will provide us with current, complete and accurate information as prompted by the applicable registration/subscription form(s). You agree to update this data when necessary or requested to keep it current and accurate. You will be solely responsible for maintaining in confidence your master password and master user name. You will be solely responsible for choosing and maintaining in confidence the passwords and user names of your members and/or employees. You are fully responsible for all activities that occur under your master user password, the passwords of your employees, agents and/or members, and your account. ESMC will not be responsible should someone else use your password(s) or account, and you agree to notify ESMC promptly of any unauthorized use of your account or other breach of security.

All registrations and subscriptions become ESMC's exclusive property, and ESMC reserves the right to use all registrations, subscriptions and personally identifiable user information, subject to ESMC's Privacy Policy, which is available from ESMC upon request.

#### **DISCLAIMER OF WARRANTY**

ERRS AND THE SERVICES ARE PROVIDED "AS IS" WITH ALL FAULTS. ESMC DOES NOT WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU AGREE AND ACKNOWLEDGE THAT ESMC IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WHERE THE SERVICES ARE BEING

ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ESMC AND ITS SUPPLIERS AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

#### **TITLE AND INTELLECTUAL PROPERTY RIGHTS.**

Subscription agreements entered into with ESMC for ERRS and the Services do not confer any title, property rights, interest or ownership to subscribers, and convey only a nonexclusive, nontransferable and temporary authorization to utilize the Services.

You acknowledge that ERRS, the Services and components of ERRS and the software, including without limitation all source, object and executable code, and all ESMC Web sites are the intellectual property of and are owned by ESMC and its suppliers. The structure, organization and code of ERRS are the valuable trade secrets and confidential information of ESMC and its suppliers. The Emergency Responder Reply System and the software and Services of ERRS are protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that ESMC and/or its suppliers retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the ERRS, and that the ownership rights of ESMC and/or its suppliers extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into ERRS and all accompanying printed materials. You will take no actions which adversely affect the intellectual property rights of ESMC and/or its suppliers pertaining to ERRS. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by ERRS and its Services, and such use of any trademark does not give you any right of ownership in that trademark. "Emergency Responder Reply System", "ERRS", and "iamresponding" are registered and/or common law trademarks of ESMC or its suppliers. Except as expressly stated above, this Agreement does not grant you any intellectual property rights in ERRS or its Services. Notifications of claimed copyright infringement should be sent to ESMC's copyright agent.

#### **CONFIDENTIALITY.**

You acknowledge and agree that the Services and documentation constitute and contain valuable proprietary products and trade secrets of ESMC and/or its suppliers,

embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and take precautions to ensure that your employees, agents and members treat) the Services and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information.

### **USE OF SERVICES.**

The Services are for the use of subscribers of ESMC, of such members and employees of subscribers as are authorized to utilize the Services pursuant to a subscription agreement with ESMC, and of such other individuals and entities as are authorized by ESMC. The products, services, software and information obtained from the Services may not be sold, transferred, licensed, reproduced, displayed, published, distributed, copied, performed or modified by you, or used to create derivative works.

You agree to use the Services only to post, send, receive and view messages and material that are proper and, when applicable, related to the particular Service. As examples of improper use, you agree not to:

- a. Harass, stalk, defame, abuse, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- b. Post, upload or disseminate any obscene, indecent, profane, defamatory or other inappropriate or illegal material.
- c. Use the Services in connection with surveys, contests, raffles, games, "pyramid schemes," chain letters, junk email, spamming or any duplicative or unsolicited messages.
- d. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- e. Make any sexual request on behalf of or to a minor or harm minors in any other way.
- f. Impersonate anyone.
- g. Employ misleading addresses or false information.
- h. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including without limitation copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary approvals.
- i. Use any material or information, including without limitation images or photographs, which are made available through the Services in any manner that infringes anyone's proprietary right.
- j. Upload, post, e-mail or otherwise transmit files that contain so-called viruses, Trojan horses, worms, time bombs, trap doors, corrupted files, or any other similar software or programs that may damage the operation of anyone's computer or property or adversely affect the quality, performance or functionality of the Services.

- k. Advertise or offer to sell or buy any goods or services for any business purpose, unless expressly authorized in advance, in writing, by ESMC.
- l. Inhibit or restrict any other user from using and enjoying the Services.
- m. Delete or falsify any copyright information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- n. Download any file posted by another user of a Service that you know, or reasonably should know, may not be legally reproduced, displayed, performed, or distributed in such manner.
- o. Violate any code of conduct or other guidelines which may apply to any particular Service.
- p. Collect information about others outside of your organization, including e-mail addresses.
- q. Violate any applicable laws or regulations, including without limitation regulations promulgated by the U.S. Securities and Exchange Commission, and rules of any national or regional securities exchange.
- r. Use, download or otherwise copy, or provide (whether or not for a fee) to anyone any directory of users of the Services or other user or usage information.
- s. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense any software employed in connection with Services.

ESMC is not required to monitor the Services or the use of the Services. However, ESMC reserves the right to review and remove materials posted to the Services in its sole discretion.

In its sole discretion, ESMC may disclose any information it deems necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request, or refuse to post, remove or edit any materials, in whole or in part.

ESMC has a zero tolerance policy towards inappropriate activity by anyone who gains access to ESMC's infrastructure, equipment, computers or servers. If, in ESMC's sole discretion, Subscribers, their agents, independent contractors or assigns (valid or invalid) or any third party gaining access through a Subscriber's account name and password are found to have engaged in any inappropriate activity or prohibited transaction, ESMC reserves the right to suspend and/or close Subscriber's account, to share this information (together with Subscriber's identity) to appropriate governmental agencies, and to pursue all available legal remedies. Prior to connecting to ESMC's network, Subscribers represent and warrant that they have taken all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware. Subscribers further agree on an ongoing basis to use all commercially reasonable efforts in accordance with customary industry practice to protect their equipment, servers and computers against computer viruses, worms, Trojan horses, and other destructive hardware.

**SERVICES NOT A SUBSTITUTE.**

The Services of the ERRS are provided as a supplement to existing dispatch and response systems, and are not intended as either a dispatch system for emergency events or situations, or as a substitute for either existing emergency communication systems or reasonable judgments made by emergency services providers.

**SERVICES AND SOFTWARE AVAILABLE ON THIS WEB SITE.**

Any Services or software that are made available for downloading or use constitute the copyrighted and proprietary property and work of ESMC and/or its suppliers. Such Services and software are made available for download and/or use solely by Subscribers according to the terms of the Subscription Agreement and this Terms of Use Agreement.

**COPYING OR REPRODUCING THE SERVICES OR SOFTWARE, OR ANY PORTION THEREOF, TO ANY OTHER LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. VIOLATORS WILL BE PROSECUTED TO THE MAXIMUM EXTENT OF THE LAW.**

**ESMC MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. ESMC MAKES NO ASSURANCES AS TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVE FROM THE USE OF ANY SUCH TOOLS AND UTILITIES.**

**DOCUMENTS AVAILABLE ON THIS WEB SITE.**

ESMC grants you permission to use documents (such as white papers, press releases and FAQs) from the Services ("Documents"), provided that (1) the copyright notice shown below appears in all copies and that both the copyright notice and this permission notice appear, (2) no modifications of any Documents are made and (3) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media. Accredited educational institutions may download and reproduce the Documents for distribution in the classroom, but distribution outside the classroom requires prior written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

**ESMC AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ESMC AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AND**

**CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.**

**THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ESMC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT INFORMATION OR THE PROGRAMS OR SERVICES DESCRIBED HEREIN AT ANY TIME.**

Documents specified above do not include the design or layout of the www.iamresponding.com web site, www.emergencysmc.com web site, or any other site owned, operated, licensed or controlled by ESMC or its suppliers ("ESMC Web site(s)"). Elements of ESMC Web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any ESMC Web site may be copied or retransmitted unless expressly permitted by ESMC.

**REVERSE ENGINEERING.**

You may not (and you may not allow or assist any third party to) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques, protocols or algorithms of ERRS, its Services or its underlying software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent you may be expressly permitted to decompile under applicable law in the European Union, if it is essential to do so in order to achieve operability of the Services with another software program, and you have first requested ESMC to provide the information necessary to achieve such operability and ESMC has not made such information available. ESMC has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by ESMC or obtained by you, as permitted hereunder, may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software or services which are substantially similar to the expression of the software of ERRS. Requests for information from users in the European Union with respect to the above should be directed to the ESMC Customer Support Department.

**MATERIALS PROVIDED TO ESMC OR POSTED ON ANY ESMC WEB SITE.**

ESMC does not claim ownership of the materials you provide to ESMC or post, upload, input or submit to any Services for review by anyone (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting ESMC, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses (including without limitation all Services), including without limitation the license rights to: copy, distribute, transmit, publicly display, publicly

perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and to sublicense such rights to any supplier of the Services.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission, including without limitation all rights necessary for you to provide, post, upload, input or submit the Submissions.

No compensation will be paid with respect to the use of your Submission, as provided herein. ESMC is under no obligation to post or use any Submission you may provide, and ESMC may remove any Submission at any time in its sole discretion.

In addition, by Posting a Submission that contains images, photographs, pictures or that is otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or the copyright owner has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms and Conditions and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms and Conditions, and (c) any person depicted in such Images has provided consent to the use of the Images as set forth in these Terms and Conditions, including without limitation the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Image available to members of such private community), and (b) to the general public (for each such Image available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms and Conditions, of any of the Services, and including without limitation a non-exclusive, world-wide, royalty-free license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. No compensation will be paid with respect to the use of your Images.

#### **UNSOLICITED IDEA SUBMISSION POLICY.**

ESMC does not accept or consider unsolicited ideas, materials or work which are submitted with any expectation of fees, royalties, property interest, ownership, rights, title or interest of any manner, or of any form of compensation whatsoever, including without limitation ideas for new promotions, new products, new or enhanced services, or technologies. To avoid potential misunderstandings or disputes when ESMC's products or marketing strategies might seem similar to ideas, materials or work submitted to ESMC, please do not convey or send your unsolicited ideas, materials or work to ESMC or to anyone in any manner affiliated with ESMC if you have any expectation of receiving anything of any nature in return or exchange. If, despite our request, you still convey or send them, please understand that your ideas, materials or work will not be treated as confidential or proprietary, and we will have no obligations to you with respect to such ideas, materials or work, or their disposition.

### **LINKS TO THIRD PARTY SITES.**

Third party site links will let you leave ESMC's site. ESMC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ESMC of the site. The linked sites are not under ESMC's control, and ESMC is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. ESMC is not responsible for webcasting or any other form of transmission received from any linked site.

### **TRADEMARKS.**

Emergency Responder Reply System, ERRS, iamresponding and/or other products referenced herein are either registered trademarks or common law trademarks of ESMC or its suppliers in the U.S., the European Union and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, people and events depicted herein are fictitious. No association with any real company, organization, person, or event is intended or should be inferred from examples and depictions contained within the ERRS site. This Agreement does not grant you any right to use the trademarks, service marks or logos of ERRS, ESMC or its suppliers.

### **INDEMNITY AND RELEASE.**

By accessing or using the Services, you agree to indemnify, defend and hold harmless ESMC and its suppliers and distributors, including without limitation their successors and assigns, and their affiliates, owners, officers, directors and employees to the fullest extent permitted by law, and to hold them harmless from and against any and all claims, demands, expenses or causes of action whatsoever, including reasonable attorneys' fees, arising from your use of the Services or from any person's use of any account or password you maintain, regardless of whether such use is authorized by you. Furthermore, by using the Services, you agree to release ESMC and its suppliers and distributors, their successors and assigns, and their affiliates, owners, officers, directors and employees from any and all claims, demands, debts, obligations, damages, costs and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to your use of the Services.

**YOU HEREBY AGREE TO WAIVE ALL LAWS WHICH MAY LIMIT THE EFFICACY OF SUCH RELEASES.**

### **MISCELLANEOUS.**

(a) The failure of ESMC at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same or any other term hereof. These Terms and Conditions may be amended only by ESMC. In the event of a

breach or threatened breach of these Terms and Conditions, ESMC shall have all applicable equitable as well as legal remedies.

(b) ESMC may elect to provide you with customer support and/or upgrades, enhancements, or modifications to the Services (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. ESMC may change, enhance, eliminate, suspend, or discontinue any aspect of the Services at any time, including the availability of any Service feature, database, or content. ESMC may also impose limits on certain features and services or restrict your access to parts or all of the Service or the ESMC web site without notice or liability.

(c) ESMC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that ESMC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. ESMC may also impose limits on certain features and services or restrict your access to parts or all of the Services or the ESMC web site.

#### **LIMITATION OF LIABILITY.**

**YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION WHICH ESMC IS CHARGING FOR SUBSCRIPTIONS AUTHORIZING THE USE OF THE SERVICES DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY ESMC OF THE RISK OF YOUR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. ACCORDINGLY, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ESMC OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, TO ANY SUBSCRIPTION AGREEMENT OR TO THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, EVEN IF ESMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH WITHIN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SUBSCRIPTION AUTHORIZING YOU TO ACCESS AND USE THE SERVICES, AND THAT WERE ESMC TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.**

Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, the liability of ESMC, its suppliers and distributors shall be limited to the maximum extent permitted by law.

**IN ANY CASE, THE ENTIRE, COLLECTIVE LIABILITY OF ESMC, ITS SUPPLIERS AND DISTRIBUTORS, AND YOUR EXCLUSIVE REMEDY, UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS, OR OF THE TERMS AND CONDITIONS OF ANY SUBSCRIPTION AGREEMENT, SHALL BE, AT ESMC'S SOLE OPTION, EITHER (a) RETURN OF THE SUBSCRIPTION PRICE PAID FOR ANY REMAINING PORTION OF THE TERM OF THE SUBSCRIPTION OR (b) U.S. \$250.00.**

#### **OTHER RESTRICTIONS**

You may not, and you will not allow any third party to, loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Services to third parties except as expressly authorized in writing by ESMC. You may not copy any portion, component or software of the Services, except as expressly authorized in writing by ESMC, and any copies that you are permitted to make pursuant to such written authorization must contain the same copyright, patent and other intellectual property markings that appear on or in the Services and this Agreement. You may not modify, adapt or translate the Services. You may not, directly or indirectly, rent, lease, distribute, sell or create derivative works of the Services. You may not, directly or indirectly, obtain or attempt to obtain unauthorized access to the Services. You may not, directly or indirectly, incorporate the Services, protocols, code or software, or any portion thereof, into any other service, software, hardware or other technology manufactured or distributed by for you. You may not, directly or indirectly, encumber or suffer to exist any lien or security interest on the Services. You will comply with applicable laws, and ESMC's instructions regarding the use of the Services. You agree to notify your employees, members and agents who may have access to the Services of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

**YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SERVICES FOR YOUR INTENDED USE AND YOU WILL INDEMNIFY AND HOLD HARMLESS ESMC AND ITS SUPPLIERS FROM ANY THIRD PARTY SUIT TO THE EXTENT BASED UPON THE ACCURACY AND ADEQUACY OF THE SERVICES IN YOUR USE.**

#### **INJUNCTIVE RELIEF**

You acknowledge that the unauthorized use, transfer or disclosure of the Services, the software which comprises the Services and documentation or copies thereof will (i) substantially diminish the value to ESMC and its suppliers of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render inadequate any remedy at law of ESMC and/or its suppliers for such unauthorized use, disclosure or

transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of your obligations with respect to the use or confidentiality of the Services or documentation, ESMC and its suppliers shall be entitled to equitable relief to protect their interests therein, including, but not limited to, preliminary and permanent injunctive relief.

#### **EQUIPMENT REQUIRED AND OPTIONAL.**

In order to use the Services, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay to providers of such access any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web.

Any required or optional equipment that you use to use or access the Services, whether required or optional, is subject to the terms, conditions, warranties and disclaimers provided by the manufacturer of the equipment. Please refer to the materials you received when you purchased the equipment to understand your rights and obligations, including what warranties and disclaimers apply to you.

#### **LOCAL, LONG DISTANCE AND TOLL FREE TELEPHONE NUMBERS.**

Any and all local, long distance and toll free telephone numbers that ESMC provides or assigns to subscribers are the sole and exclusive property of ESMC or its business affiliates and subscribers shall have no rights whatsoever in or with respect to such telephone numbers. ESMC reserves the right to change and re-assign such telephone numbers at any time.

#### **DISPATCH DATA**

If you import dispatch data from your dispatch center to ERRS, and if your members choose to have that information relayed to them via email and/or text message, it is understood by you that: this functionality is dependent upon the technology capabilities of your dispatch center; that this specific functionality will not work with all dispatch center systems; and that no guarantees or warranties are made concerning this functionality. It is further understood by you that ESMC can not control the timing, speed or reliability of the delivery of the dispatch information to your members once the information has been transmitted by ESMC to the members' internet service providers and/or cellular telephone providers. Therefore, it is specifically understood that this specific functionality is NOT to be relied upon under any circumstances as a primary means of notification for emergency events, and should only be utilized as a non-emergent, secondary means of notification. Certain cellular providers limit the number of characters permitted per text message, and therefore it is also understood that certain transmitted text messages may omit or delete information if the message exceeds the character length of the members' cellular provider.

To the greatest extent permitted by law, in consideration of the provision of this service, you release ESMC from any and all claims and liabilities of any nature whatsoever associated with any transmission of dispatch information.

You shall not under any circumstances cause dispatch information to be transmitted, re-transmitted, or forwarded, whether directly from your lamResponding system, manually or automatically, to any servers, server networks, or mobile applications ("Apps") other than those exclusively controlled and maintained by ESMC, excepting only Internet Service Providers (ISP's) and telephone network carriers necessary to the minimal extent possible to permit the direct relay of dispatch information from lamResponding.com to your personal/work email inbox(s) and personal/work mobile device(s). These limited and minimal exceptions (ISP's and telephone network carriers) are further limited to only those which simply pass through the dispatch information, without opening, manipulating, utilizing, converting, applying or modifying the information in any manner whatsoever.

#### **FORCE MAJEURE**

ESMC shall not be liable for any default or delay in the performance of any of its obligations to Subscribers if such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, significant weather events, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions; riots or civil disorder; unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any party to perform any commitment relative to the production or delivery of any equipment or material required to perform the obligations; embargoes; actions, inactions, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency; or any other cause, whether similar or dissimilar to those enumerated herein, beyond ESMC's reasonable control.

#### **NOTICES**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as set forth in your Subscription Agreement or to such other address as the party to receive the notice or request so designates by written notice to the other. ESMC may also provide Notices to you by email addressed to the email address that you provide as your primary contact email address in your Subscription Agreement, and such Notice is deemed given at the time sent by email.

#### **NONASSIGNABILITY and NON-SHARING**

You shall not assign or otherwise license your Subscription or Subscription Agreement, or any rights that you may have thereunder, without the prior written consent of ESMC. You shall not share the Services with any other non-subscribing entity.

### **NO THIRD PARTIES**

By subscribing to and/or utilizing ERRS and/or the Services, you agree and acknowledge that there are no known or intended third party beneficiaries of your subscription and/or use of ERRS and the Services. You further agree and acknowledge that there are no contractual agreements or relationships of any nature whatsoever, express or implied, between you and any party other than ESMC concerning or pertaining any manner whatsoever to the ERRS and/or the Services.

### **GOVERNING LAW, JURISDICTION AND VENUE.**

The validity, interpretation, construction and performance of this Agreement and of your Subscription Agreement shall be governed by the laws of the State of New York without giving any effect or regard to its conflict of law provisions. The New York state courts in and for Onondaga County, New York (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of New York) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement and/or your Subscription Agreement, and you hereby consent to the personal and subject matter jurisdiction of such courts and waive any objection as to venue in such jurisdiction.

### **SURVIVAL**

This Agreement shall be binding upon the parties, their successors and permitted assigns. You may not assign any rights to the use or access of ERRS or its Services without the express prior written consent of ESMC.

### **SEVERABILITY**

If all or part of any provision of this Agreement 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 will be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

### **ENTIRE AGREEMENT.**

This Agreement and your Subscriber Agreement constitute the entire agreement between you and ESMC and govern your use of the Services, superseding any prior agreements between you and ESMC with respect to the Services. In the event of a specific conflict between the terms and conditions of this Agreement and those in your Subscription Agreement, the terms and conditions of your Subscriber Agreement shall control.

### **HEADINGS.**

The section headings in this Agreement are for convenience only, do not import any terms or conditions, and shall not be utilized in any interpretation of the terms or conditions of this Agreement.

### **STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services, to this Agreement, or to your Subscription Agreement must be filed within one (1) year of the accrual of such claim or cause of action or it shall be forever barred. As a condition precedent to the commencement of any litigation against ESMC, its suppliers or distributors, you must provide written notice to ESMC of the existence and specific basis of your claims and allegations within sixty (60) days of the accrual of your claim, and must submit your claim to private, non-binding mediation to be held in Onondaga County, New York. You may not in any event commence litigation against ESMC, its suppliers or distributors until after a determination and/or statement of findings has been issued by a mediator.

### **COPYRIGHT NOTICE.**

Copyright ©2007-2013 Emergency Services Marketing Corp., Inc, Post Office Box 93, Dewitt, New York 13214-0093, USA. All rights reserved.

Any rights not expressly granted herein are reserved. Send your questions to [dseidberg@emergencysmc.com](mailto:dseidberg@emergencysmc.com)

Last modified: January 28, 2013.  
Section(s) modified: Dispatch Data; Copyright Notice

Last previous modification: November 18, 2010

## ADDENDUM

THIS ADDENDUM, entered into on this 19<sup>th</sup> day of March 2013,  
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,  
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as  
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,  
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing  
have recommended the inclusion of the standard clauses set forth in this Addendum to be  
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the  
following clauses which are hereby made a part of the Contract.

**1. Executor or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to  
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal  
Requirements.**

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the  
Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste  
Authority, all waste and recyclables generated within the Authority's service area by  
performance of this Contract by the Contractor and any subcontractors. Upon awarding of this  
Contract, and before work commences, the Contractor will be required to provide Oneida County  
with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and  
recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by  
the Contractor and any subcontractors in performance of this Contract will be delivered  
exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

---

---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. Gratuities and Kickbacks.**

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County of Oneida**

**Contractor**

By: 

Oneida County Executive

By:   
Name:

Approved as to Form only



Oneida County Attorney