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SNOWCAP

Communications Solutions

SNOWCAP

Service Specification For Woodbury County

Service Specification

Introduction

SNOWCAP Communication Solutions was developed to help facilitate communications when businesses, organizations and schools must close, dismiss early or postpone starting due to weather or other circumstances. We have been serving the greater Siouxland area for over 17 years with a proven track record of excellence, dependability and innovation.

Services offered

SNOWCAP will provide media notification for emergency and critical alert announcement notification. Media notification will be done via software interface with each local television and radio station. There shall be no limit to the number of recipient media outlets in each local broadcast region.

SNOWCAP will provide individual text and email notification delivery for individuals employed by Woodbury County The text and email feature shall be provided with unlimited monthly usage and there shall be no limit to the number of subscribers allowed to sign up to receive text and/ or email messages. Individuals may register as many mobile phones and email addresses as they choose with no additional cost to Woodbury County

SNOWCAP will provide phone voice calling to a specified number of recipients. Registered phone numbers are not limited to landlines and may include, but not limited to, cellular phones, PDAs, VoIP. Voice messaging shall be for unlimited monthly use. SNOWCAP will provide online, real-time reporting for voice call notification which will include, total number of calls made, number of attempts per phone number, live answer or machine, list of non-working numbers and name attached to that number, list of unsuccessful contacts. Additional blocks of numbers can be purchased at any time during the yearly contract term without penalty and at the price listed in this document.

Woodbury County will have unlimited group and subgroup capabilities for texting, email and voice calling at no additional fee for the duration of contract term.

SNOWCAP will provide 24 hour customer support. If the account administrator is unable to access the internet to post and alert notice, they can call our office and someone will be happy to enter the information for them after correctly answering the security question they submitted at the time of registration of the account, group or subgroup.

For added coverage, SNOWCAP will provide a link to upload an RSS feed to your organization's website that is continually updated with your latest announcement.

All upgrades and enhancements made to the SNOWCAP system will be automatically transferred and downloaded into your account server at no additional cost during the term of your contract.

Fees, payments, and service terms

Service Contracts are based on a 12 month term and will be renewed automatically each year on the anniversary date unless terminated upon 30 days prior written notice. Discounts will apply for contracts signed for multiple years.

SNOWCAP Media Notification Services for each local broadcast region	**$350**
Unlimited Text and Email Messaging for each account	**$150**
Voice Messaging – 500 phone number block	**$2252**
Real-time Report Generator	**Free**
Unlimited Group and Sub-Group Accounts	**Free**
Upgrades and Enhancements	**Free**
Additional Block of 50 Numbers	$400
Additional Block of 100 Numbers	$756
Additional Block of 200 Numbers	$1188
Individual Text/Email Data Entry and Validation (optional)	.50 per name

Total service payment	Fees	Service term	Payment schedule	Primary contact at Woodbury County
$2,550.00 (includes services in bold print)	Discounts and Fees Included in Total	1yr	Single Payment	Chairperson of the Board of Supervisors or his or her designee

Accurate information

All account information for Woodbury County Corp will come from your account administrator and it is the responsibility of your account administrator to keep your company information accurate and up-to-date. You will be notified in writing prior to any major upgrade or service enhancement, or any time the system will be inoperable for a period of time. During these times, should you need to post an alert, you may do so by calling our office and speaking with a customer support specialist.

Privacy statement

It is the practice of SNOWCAP, LLC to maintain the privacy of all of our customers. We do not and will not sell your information to a third party or release any information to an outside entity under an circumstance unless it is by written court order requiring us to do so.

Ownership

SNOWCAP retains ownership of all software, plug-ins, database information and any other aspect of operation of SNOWCAP Communication Solutions and SNOWCAP, LLC. Upon termination of the contract between Woodbury County Corporation and SNOWCAP, all account information shall remain in the possession of SNOWCAP's database for no less than 5 years.

Disclaimer

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

Key to terminology:

- Buyer, Purchaser, User shall be referred to as the "Customer";
- SNOWCAP, LLC, its affiliates, and its entities shall be known as the "Company";
- Annual Subscription, Notification Services, etc shall be known as "Product".

Customer

- Must be over 18 years of age.
- Customer agrees to purchase annual subscription to SNOWCAP media notification services and pay the annual subscription fee.
- Customer has the authority to make purchase.
- Customer agrees not to copy materials on the site, not to reverse engineer or break into the site, and not to use the website materials, products or services to violate law.
- Customer agrees to use the site as per the instructions, not to disclose his password to others for use, and that the site has a license for use of anything the user submits or posts to the site.
- Customer understands that the use of this site is at the discretion of the company and that any use by anyone may be terminated by the company at any time.

Product

- Access information will only be released after payment is received.
- No discounts will be given unless otherwise stated.
- Subscription rate stated in site is in effect until changed or updated at the discretion of the company unless otherwise stated.
- Please do not hesitate to contact us if there are questions regarding our product.

Payment

- Major Credit Cards (Visa/Master Card, Discover)
- Business Check
- Electronic Check (Automatic Bank Draft)

Service and Support

- The company will provide customer support to customers in the United States, in accordance with the then-current customer support policies in effect.

Limitation of Liability and Site Postings

The company does not accept liability beyond the remedies set forth herein, including any liability for failure of system notification, product not being available for use or for lost or corrupted data or software, or the provision of services and support. The company will not be liable for lost profits, loss of business or the consequential, special, indirect, or punitive damages, even if advised of the possibilities of such damages, or for any claim by any third party except as expressly provided herein. Customer agrees that for any liability related to the purchase of product or services. The company will not be liable for content entered into the system by its customers for broadcast that is considered to be libelous, obscene or infringing of a copyright or trademark. The company is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of product or services under this agreement. The company retains the right to disclose user information to law enforcement authorities or as a result of subpoena.

Binding Arbitration

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) against the company, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, the company) arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), the company's advertising, or any related purchase shall be resolved exclusively and finally by binding arbitration administered by the National Arbitration Forum (NAF) under its Code of Procedure then in effect (available via the Internet at http://www.arb-forum.com , or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and the company. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

Applicable Law

- Not For Resale or Export.
- Customer agrees to comply with all applicable laws and regulations of the various states and of the United States.
- Customer agrees and represents that it is buying for its own internal use only, and not for resale or export.

Changes to Terms and Conditions

The company reserves the right to amend the Terms and Conditions at any time without prior notice. The company may also refuse to provide service or process a transaction to anyone for any reason at our sole discretion. The company also reserves the right to make any amendments for any part of the website. All amendments will be of immediate effect upon update. By using our site, you are agreeing to the latest Terms and Conditions stated.

Indemnity

By agreeing to these Terms and Conditions, the customer releases the company to seek legal action against the customer for any costs the company is forced to pay resulting from a claim due to the customer's actions.

Signatures

Valerie F. Uker — 5-8-15

SNOWCAP Communications Solutions Representative — Date

Merlin Monroe — 5/5/15

Chairperson of the Board of Supervisors, Woodbury County — Date