MASTER SERVICES AGREEMENT
EARLY FLOOD WARNING SOFTWARE SERVICES

This Master Services Agreement ("Agreement"), effective as of July 5, 2018 ("Effective Date"), is entered into by and between the North Central Texas Council of Governments ("NCTCOG"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and OneRain, Inc. ("Contractor"), with offices located at 1531 Skyway Drive, Unit D, Longmont, CO 80504.

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Early Flood Warning Software Services (hereinafter, "Services") to governmental entities participating in the North Texas SHARE program (hereinafter "Participating Entities") through a Master Interlocal Agreement and Services Order (Attachment I) with NCTCOG. The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals (hereinafter, "RFP"). The Contractor demonstrated they have the resources, experience, and qualifications to perform professional early flood warning software services, which is of interest to Participating Entities and was procured via RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to NCTCOG RFP # NCT-2017-01.

ARTICLE II
SCOPE OF SERVICES

2.1 The Contractor will provide Services described in the written Services Order issued by NCTCOG or Participating Entities. Any such Services Order is hereby incorporated by reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Services Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Services Order.

2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Services Order shall be set forth in a subsequent Services Order. Contractor will not implement any changes or any new Services until a Services Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Services Order. Participating Entity shall not be liable for any amounts not included in a Services Order in the absence of a fully executed amendment of Services Order.

2.4 Pricing for items found on the Services Order (Attachment I) represent the maximum cost for each item offered by the Contractor.
2.5 NCTCOG Obligations
2.5.1 NCTCOG agrees to serve as a facilitator with respect to the Services.
2.5.2 NCTCOG agrees to serve as the billing administrator for the Services.
2.5.3 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.
2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
2.6.2 In order to utilize the Services, Participating Entities must have executed a Services Order through the NCTCOG. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
2.6.3 In order to utilize the Services, Participating Entities will agree to the terms of a Software Hosting and End-User License Subscription agreement (Attachment II) with the Contractor.

2.7 Contractor Obligations.
2.7.1 Contractor must be able to conduct, instruct, and/or implement Early Flood Warning Software Services consistent with the requirements and intent of RFP #NCT-2017-01.
2.7.2 If applicable, Contractor shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1, Services Order.
2.7.3 Contractor agrees to establish a data bridge with their prior-established clients within the NCTCOG member region, and all clients that will join under this Agreement in the NCTCOG region. Shared data will be used to provide a regional platform of flood and rainfall information for the benefit of all SHARE Participating Entities.

2.8 Requirements of the Software
2.8.1 Provide reliable software with cloud-based data availability.
2.8.2 Software must incorporate mobile phone accessible data that supports major mobile operating systems (iOS, Android, etc.)
2.8.3 Software shall have web-accessible user interface (login portals). The maintenance of this website will be the responsibility of the Contractor.
2.8.4 Software must be compatible with all versions of commonly used internet browsers (Internet Explorer, Mozilla Firefox, Google Chrome, etc.)
2.8.5 Have access to a dedicated software support staff that is available at all hours for the support of any problems with OneRain’s hosted services.
2.8.6 Data that is protected on a recoverable back-up system that includes all history collected on a virtual server.
2.8.7 Software data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).
2.8.8 Data will be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system.
2.8.9 Data is to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.
2.8.10 Data is to be exportable to CSV, SHEF, API and other common formats.
2.8.11 Data is compatible with ArcGIS and can be uploaded to ArcGIS. OneRain staff will work with each agency’s GIS staff to support Contrail data integration into GIS.
2.8.12 Software is capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.
2.8.13 Software will address system security issues and provide controls.
2.8.14 Software will ensure effective data migration (import historical data collected through other software).
2.8.15 Contractor will provide reference manuals and training materials/services that shall be available for both users and IT staff.
2.8.16 Software must have the ability to control compatible external devices such as warning lights, automated barricades, sirens, etc. through the ALERT or ALERT 2 protocols, with the ability to manipulate them for testing purposes.

2.8.17 Software is to be provided with formal system testing procedures.

2.8.18 Software shall contain system diagnostics and evaluation options for hardware, including battery level, etc.

2.8.19 Software shall have the ability to perform automatic application updates (standard product releases).

2.8.20 Software shall be capable of ingesting data from, and delivering data to NEXRAD and CASA.

2.8.21 Software shall provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)

2.8.22 Software shall generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.

2.8.23 Software and data systems must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.

2.8.24 All updates, patches, plugins, support for current or future web browsers, and other changes to technology made to/for this software solution after the adoption of this MSA are expected to be made available to SHARE under this contract.
ARTICLE III
TERM

3.1 Term. This Agreement will commence on the Effective Date and remain in effect for an initial two (2) year period ending on July 4, 2020 (the "Term"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG’s sole discretion, for up to four (4) additional one (1) year terms. The total term of this Agreement shall not exceed six (6) years.

NCTCOG reserves the right to periodically procure early flood warning software services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with an existing Master Services Agreement(s) will not be required to respond to any such procurements which may occur during the term of this Agreement.

3.2 Termination. NCTCOG may terminate this Agreement and/or any Services Order to which it is a signatory at any time, with or without cause, upon thirty (30) days’ prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Services Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Services Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor’s responsibilities with respect to such Services Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

3.2.1 Termination for Lack of Budget: This Agreement or applicable Services Order may be terminated in the event that a Participating Entity’s governing body fails to appropriate funds payable to NCTCOG in support of this Agreement or applicable Services Order as follows: NCTCOG will have the option, upon twenty (20) days’ prior written notice to One Rain, to terminate this Agreement or applicable Services Order at the end of each fiscal year of NCTCOG through the end of the Agreement Term. If NCTCOG provides written notice of termination under this subsection, termination shall not be effective any earlier than 365 days after the Effective Date of this Agreement or applicable Services Order.

3.2.2 Termination for Convenience: Upon six (6) months’ prior written notice to One Rain, NCTCOG may terminate this Agreement without cause ("Early Termination"). Early Termination shall not be effective unless NCTCOG pays One Rain all fees due and owing through the termination date (and will receive no refunds).

3.2.3 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party’s receipt of written notice describing the breach in reasonable detail.
ARTICLE IV
COMPENSATION

4.1 Invoices. Contractor shall submit an invoice to NCTCOG upon execution of a Services Order, with Net 60 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Services Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 Reporting. NCTCOG intends to make this Agreement available to other governmental entities through its shared services program. Contractor shall submit to NCTCOG a report that identifies any new client Participating Entities, the total contracted value of services that each Participating Entity desires, and any addendums, Request(s) for Service, etc., between the Contractor and Participating Entity upon execution of a Services Order. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: NorthTexasSHARE@nctcog.org

ARTICLE V
PAYMENTS TO VENDOR

5.1 Items Represented. Contractor shall provide the Two Contrail © Server Software Solution, a managed application service, to the NCTCOG on a fixed annual subscription basis. Contrail Servers are to reside in Contractor's secure industrial data center, and Contractor is responsible for their maintenance and updates. A comprehensive list of subscription costs may be found as Attachment I: Pricing for NCTCOG Regional Flood Early Warning.

5.2 Setup, Subscription, and Implementation. NCTCOG shall pay an initial $43,560.00 for setup, implementation, and first-year subscription costs that includes all items and services mentioned in Attachment I. Contractor shall provide ten (10) licenses to the NCTCOG for distribution to SHARE Participants as part of the implementation costs.

5.3 Recurring Subscription. NCTCOG shall pay a recurring fee of $36,200 for subscription services listed in Attachment I, to include the Contrail Servers, StormData™ Real-time Gauge-Adjusted Radar Rainfall Services, and Custom Contrail Administrative Support. Future licenses shall be made available to the NCTCOG at a rate of five (5) licenses for $5000.00 annually, which NCTCOG will pay in addition to their base recurring fees.

ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES

6.1 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

Page 5 of 13
ARTICLE VII
REPRESENTATION AND WARRANTIES

7.1 Representations and Warranties. Contractor represents and warrants that:

7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor’s performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;

7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor’s sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor’s sub-contractors may result in immediate termination of this Agreement.

7.1.4 Contractor and its employees and sub-contractors have all of the necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.

7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor’s obligations under this Agreement.
ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 Confidential Information. Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

8.2 Ownership. Contractor acknowledges that NCTCOG or Participating Entities, as governmental entities, are subject to the Texas Public Information Act. No title or ownership rights to the Services software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.
ARTICLE IX
GENERAL PROVISIONS

9.1 Notices. All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Phone: (817) 695-2534
Email: northtexasshare@nctco.org; kkirkpatrick@nctco.org
Attn: North Texas SHARE

If to Contractor:

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 Tax. NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

9.3 Indemnification. Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG’s or Participating Entities’ gross negligence or willful misconduct.

9.4 Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party’s liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party’s infringement of the other party’s intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Services Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and subcontractors performing work for which the same liabilities may apply under this Agreement to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers’ Compensation: Statutory limits and employer’s liability of not less than $100,000 for each accident.
2. Commercial General Liability:
   a. Minimum Required Limits:
      $1,000,000 per occurrence
$1,000,000 general aggregate
b. Commercial General Liability policy to include:
   Coverage A: Bodily injury and property damage;
   Coverage B: Personal and advertising injury liability;
   Coverage C: Medical payments
   Products: Completed operations
   Fire legal liability
c. Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance
d. Attachment of Endorsement CG 20 10- additional insured
e. All other endorsements shall require prior approval by the NCTCOG.

3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired, and non-owned vehicles. Minimum required limit: $1,000,000 combined single limit.

4. Professional liability:
a. Minimum Required Limits:
   $1,000,000 each claim
   $1,000,000 policy aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8 Ability to Perform. Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor’s ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9 Availability of Funding. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

9.11 Waiver. Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.12 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.

9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.

9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

**North Central Texas Council of Governments**

Signature: [Signature]
Name: Mike Eastland
Title: Executive Director
Date: July 9, 2018

**One Rain, Inc.**

Signature: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]
## Attachment I

**Pricing for NCTCOG Regional Flood Early Warning**
**Final Pricing for NCTCOG Regional Flood Early Warning**
**Two Contrail® Server Software Subscriptions**

<table>
<thead>
<tr>
<th>Software Services Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contrail Server(^1)</td>
<td>2</td>
<td>$12,000 /year</td>
<td>$24,000</td>
</tr>
<tr>
<td>12-Month managed and hosted application service subscription includes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail Base Station</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail Inventory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail Insight</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail ALERT2 TDMA Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Contrail Server Setup and Installation</td>
<td>1</td>
<td>$3,360</td>
<td>$3,360</td>
</tr>
<tr>
<td>Includes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Server setup, OS installation and configuration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Installation and configuration of Contrail application</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. On-Site Contrail Training(^2)</td>
<td>1</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>- Contrail Administrator: System Server and Administrative Interface</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail User</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Contrail Inventory Training(^3)</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>- Webinar on-line training session (End-User/Administrator)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Contrail TDMA Manager Training(^3)</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>- Webinar on-line training session (End-User/Administrator)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. StormData™ Real-time Gauge-Adjusted Radar Rainfall Services</td>
<td>1</td>
<td>$7,200 /year</td>
<td>$7,200</td>
</tr>
<tr>
<td>- OneRain's real-time rainfall estimates:</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Calibrates radar rainfall estimates to gauges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Produces rainfall custom overlays within maps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 1km x 1km, 5-minute resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 5-minute update of estimates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Custom Contrail Administrative Support</td>
<td>1</td>
<td>$5,000 /year</td>
<td>$5,000</td>
</tr>
<tr>
<td>- Website administrative support</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Manage Homepage and Dashboards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Assist with Member Entities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total setup, implementation and subscription first year**

$43,560

**Total annual 12-month subscription after first year**

$36,200

**NOTES:**

\(^1\) Contrail Server is a managed application service operated by OneRain and provided on a fixed annual subscription fee basis. Contrail Server operates Contrail software exclusively and resides in a secure industrial data center. OneRain manages and administers server OS updates, and performs all Contrail software application updates and new releases.

\(^2\) Price proposal includes one (1) trip by OneRain staff to your facilities to conduct training. Contrail on-site training is required for Contrail Server installations.

\(^3\) Contrail Inventory and Contrail TDMA Manager webinar training is generally conducted after core system training. Webinar-based training requires that you have a computer with an Internet connection and a web browser to attend. For audio, a speaker phone or computer's audio system (VoIP) may be used. A group of participants may be assembled around a single computer (or LCD projector and screen connected to a computer).

**Delivery:** Please allow 2-3 weeks ARO lead-time.
**Attachment II**

**SHARE Participant Price List**

---

**North Texas SHARE**

**A Program of the North Central Texas Council of Governments (NCTCOG)**

**OneRain Services Agreement**

---

**Entity Name (“Entity”):**

**Agreement Effective Date:**

**Signature date below:**

**Is a purchase order required for this purchase?**

("No," unless box is checked) □ Yes: PO# ______

**Order Start Date:**

**Order End Date:**

---

This Services Agreement is made and entered into pursuant to a Master Services Agreement (“Agreement”) between NCTCOG and OneRain. ("Vendor") dated ______. Entity expressly acknowledges and agrees to abide by the terms and conditions of the Agreement and any End-User Agreement(s) required by Vendor as a condition of service delivery.

The materials, supplies, goods, services and/or equipment provided hereunder are offered through a cooperative purchasing program to which NCTCOG and Entity are parties. NCTCOG and Entity have executed an Interlocal Cooperative Agreement pursuant to Chapter 791 of the Texas Government Code which satisfies competitive bidding requirements, if any, for these purchases.

---

**Subscribers (except where otherwise stated)**

<table>
<thead>
<tr>
<th>SYSTEM</th>
<th>EQUIPMENT</th>
<th>SUPPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ StormData Services</td>
<td>□ GARR (Usage Adj, Radar Rainfall)</td>
<td>□ Customer Contrail Admin Support</td>
</tr>
</tbody>
</table>

**Standard Annual Pricing:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,950.00</td>
<td>included with Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ANNUAL SUBSCRIPTION FEE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,950.00</td>
</tr>
</tbody>
</table>

**ONE TIME SERVICES**

Technical Services Add-Ons (1 or more of these services will be required)

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>See attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Implementation Services – Custom Dashboards and Control Widget</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>□ Implementation Services – Hardware: OneRain Custom Serial to IP Kit</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>□ Client Setup and Configuration</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>□ Technical Services – Historical Data Load</td>
<td>OneRain to quote</td>
</tr>
<tr>
<td>□ Technical Services – Custom Data Load</td>
<td>OneRain to quote</td>
</tr>
<tr>
<td>□ Technical Services – DataSight Data Analysis Software License</td>
<td>OneRain to quote</td>
</tr>
<tr>
<td>□ Learning Services – Contrail ALERT2 TDM Manager Training</td>
<td>OneRain to quote</td>
</tr>
</tbody>
</table>

Misc: □

Misc: □

**ONE TIME SERVICES TOTAL**

| □ North Central Texas StormData Services | $3,000.00 |
| □ North Central Texas StormData Services With Basin Averaging | $4,200.00 |

---

**Billing:**

The subscription fees and one-time service costs identified in the Order shall be invoiced after the Effective Date of the Order and shall be due and payable 30 days from the invoice date. Thereafter, annual subscription fees and recurring services shall be invoiced annually at least 30 days prior to and shall be due and payable within 30 days. The billing schedule for this order is identified below.

**Summary of Subscription(s) & Services**

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Subscription Fees</th>
<th>Contract Period</th>
<th>Total Billed</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Signature Date Due Date: Net 30</td>
</tr>
</tbody>
</table>

---

**Agreed and accepted:**

**Participating Entity:** North Central Texas Council of Governments

**Signature:**

**Name:**

**Title:**

**Date:**

---

Page 12 of 13
**Member Entities Price List Descriptions**

As Member Entities sign up for a User Client under the NCTCOG Contrail Server Regional system they will need to choose the options they are interested in. Each new User Client will require Client Setup and Configuration, and the Contrail Webinar Online Training. OneRain will schedule a conference call with each Member Entity once they have contacted NCTCOG to assess their individual needs. We will limit the sensor count for each member to 100 sensors. This will restrict larger early warning systems from participating in full. Larger flood early warning systems should have their own mission critical base station that they manage.

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Qty</th>
<th>Unit</th>
<th>First Year/One-Time Cost</th>
<th>Annual Recurring</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Per Client Professional Services Fees</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Setup and Configuration</td>
<td>1</td>
<td>Each</td>
<td>$ 1,500</td>
<td>N/A</td>
</tr>
<tr>
<td>- Installation and configuration of Contrail application</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Loading of site and sensor definitions, thresholds, alarms,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>rating tables, web theme and maps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited to 100 sensors†</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contrail Webinar Online Training</td>
<td>1</td>
<td>Each</td>
<td>$ 500</td>
<td>N/A</td>
</tr>
<tr>
<td>- Contrail Administrator Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Contrail User Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Access to all recorded training sessions and monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>training series webinars is free</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Options</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Custom Dashboards and Control Widget Configuration</strong></td>
<td>1</td>
<td>Each</td>
<td>$1,000</td>
<td>N/A</td>
</tr>
<tr>
<td>- Enable control for external devices such as warning lights,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>automated barricades, sirens, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Manual test dashboard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hardware: OneRain Custom Serial-to-IP Connection Kit</strong></td>
<td>1</td>
<td>Each</td>
<td>$1,500</td>
<td>N/A</td>
</tr>
<tr>
<td>- Digi™ 4-Port PortServer custom configured</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Customized serial cable assembly</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Historical Data Load</td>
<td>1</td>
<td>Each</td>
<td>Call for Quote</td>
<td>N/A</td>
</tr>
<tr>
<td>Custom Data Feed</td>
<td>1</td>
<td>Each</td>
<td>Call for Quote</td>
<td>N/A</td>
</tr>
<tr>
<td>Contrail ALERT2 TDMA Manager™ Training</td>
<td>1</td>
<td>Each</td>
<td>$ 0</td>
<td>N/A</td>
</tr>
<tr>
<td>DataSight Data Analysis Software License</td>
<td>1</td>
<td>Each</td>
<td>Call for Quote</td>
<td>N/A</td>
</tr>
<tr>
<td>- Supports offline data analysis</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

† OneRain defines the following as a single sensor: Air Temperature, Barometric Pressure, Battery Voltage, Dew Point, Evapotranspiration, Flow Rate, Fuel Moisture, Fuel Temperature, Net Solar Radiation, Precipitation, Precipitation Increment, Precipitation Accumulation, Repeater Pass List, Repeater Status, Relative Humidity, Soil Moisture and Stage level.