

*All information in this document is Confidential.
Hyper-Reach Services Agreement*

This agreement made this 1st day of January, 2019.

Between: **Hyper-Reach**
3300 Monroe Avenue, Suite # 317
Rochester, NY 14618
Phone: 585.586.0020
Fax: 585.586.4511

(Hereinafter "Asher")

And

Client: Clay County, TX
Address: 101 N. Main Street
Henrietta, Texas 76365

☐Contact person: Mr. Billy Carlton

Office: 940-538-4052
E-mail: billy.carlton@co.clay.tx.us
(Hereinafter "Client")

Whereas Asher provides technical services

And Client wishes to retain the services of Asher

Therefore Client retains Asher to:

1) Service

Provide access to Hyper-Reach notification system, which enables the Client to instantly send voice and text messages to any number of recipients. Hyper-Reach service will commence two (2) weeks after the signing of this agreement and will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

2) Deliverables

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.

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- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (SMS from cell towers)
- Automated Weather Alerts

3) Performance

The system will make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver approximately 50,000 30-second messages per hour, and over 50,000 SMS (text) per hour. Capacity is based on a population of 100,000 and may be increased if necessary.

4) Cost of Services

Services provided to Client shall be billed according to the following:

Service Description	Cost	Notes
Standard Notification System with Accu-Reach Targeting tool.	Included with Package Pricing	Management fee includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alert	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Fee to integrate Google maps with 911 phone data.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA.
On-Site Training (1/2 day)	\$600 (plus travel) - Optional	Up to 4 hours of in-person training for 2-10 people.
Purchase of Public Data (411)	\$225 - Optional	Option if 911 data is not provider by client.
	Package Pricing	
1 Year Package	\$4,200	Package Includes: <ul style="list-style-type: none"> <input type="checkbox"/> Hyper-Reach <input type="checkbox"/> Community Signup <input type="checkbox"/> IPAWS alerts <input type="checkbox"/> Automated Weather Alerts (based on community signup) <input type="checkbox"/> Accu-Reach Targeting Tool <input type="checkbox"/> Web Training <input type="checkbox"/> Unlimited minutes/SMS

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5) Payments

Charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month during which payment is outstanding. Client is responsible for all taxes and processing fees associated with payment.

6) Term

This agreement shall be valid for 1 year. Unless canceled by written notice from either party at least 30 days prior to termination, it will renew thereafter with the same terms.

7) Default

Upon default of payment, Asher reserves the right to discontinue further service to Client. Asher reserves further the right to discontinue Client access to previously developed information until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. Asher is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service.

8) Confidentiality

Asher and Client each acknowledge that in the course of carrying out the terms of this agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other ("Confidential Information"). Each party agrees that it shall maintain as confidential, all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save as may during the term of this agreement enter the public domain) and shall exact a similar confidentially covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action of damages may not suffice to compensate the aggrieved party of breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.

9) Disclaimer

Asher shall take all commercially reasonable actions and precautions to ensure that Client gets commercially valuable services. Save as aforesaid, Asher makes no warranty to Client with respect to the services and disclaims all other warranties express or implied including but without limitation any implied warranty fitness for any particular purpose. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.

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10) Jurisdiction

Asher and Client agree that the laws of the State of New York shall govern the terms of this agreement for all purposes, but Asher reserves the right to determine the final venue. In the event of any dispute, the successful party shall receive its court costs and attorney's fee and/or collection costs in full from the unsuccessful party.

11) Notice

Any notice to be given by either Asher or Client to the other shall be effective only when made in writing addressed to the other party at the address or facsimile number noted above and shall be effective on the day next following the receipt of such notice by the other. Fax messages shall be deemed received on the day they are sent and mailed correspondence, shall be deemed received on the second day following the date of mailing. Confirmed fax transmissions shall be binding upon the parties for all purposes of this agreement.

12) Entire agreement

This agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date on page one (1) of this document.

Sam Asher Computing Services Inc.

per: Kenneth Liggett
I have authority to bind the corporation

Kenneth Liggett
Print Name

Clay County Judge
Title

12-10-2018
Date

Clay County
Client company name

per: _____
I have authority to bind the corporation

Print Name

Title

Date

Note: this agreement not binding until signed by an officer of Asher Group.