



Agenda Item B.4
CONSENT CALENDAR
Meeting Date: April 1, 2008

TO: Mayor and Councilmembers

FROM: Daniel Singer, City Manager

CONTACT: Kirsten Zimmer Deshler, Management Analyst

SUBJECT: Authorization to Execute an Agreement with the NTI Group for the Connect-CTY Mass Notification System

RECOMMENDATION:

- A. Authorize the City Manager to execute an agreement with the NTI Group, also known as Blackboard Connect, Inc. for the Connect-CTY mass notification system; and,
- B. Approve a budget amendment not to exceed \$9,000 to accommodate the cost of the service for the current fiscal year.

BACKGROUND:

Approximately 10 months ago, staff began researching automated or mass notification systems that enable local government to access residents quickly via landline, cell phone, email, and text message to alert them in the event of an emergency.

Three companies were identified that provide this type of service. Staff met with each one and received detailed information about services for the City of Goleta. Staff also contacted several other cities that have utilized these systems to get a “best practices” overview of what to look for and the main differences between the various companies that provide these services.

On March 18, 2008 City Council received a PowerPoint presentation on these type of systems and their potential applicability and benefit to the City of Goleta. At that time, Council directed the City Manager to enter into a contract with the most qualified, cost efficient provider.

DISCUSSION:

After careful analysis, staff concluded that the most qualified and cost effective provider of this emergency and communications service was Connect-CTY.

The Connect-CTY system has double the capacity of their nearest competitor in terms of calls per hour (2 million cph v. 1 million cph) and they are the largest and most experienced in providing notification services for cities. Connect-CTY offers the lowest cost for unlimited service and the rate is locked in over the course of the contract. In addition, Connect-CTY will lower the cost of service by 50% if the County of Santa Barbara utilizes the same system, which they are researching now. The contract with Connect-CTY would be for a period of five years. The City has the ability to terminate the contract at the one year date and subsequent one year anniversary dates as well as provide 30 day written notice if there is a breach of contract.

Taking into account all of the above, staff is confident that the Connect-CTY system offers the best value and will provide the best service for the City of Goleta.

In terms of implementation, once the contract is executed, Connect-CTY will begin working on importing staff data, setting up the system, creating security levels and training designated system users. Once this first phase is complete, the system will be ready to begin sending outreach, emergency and interactive survey communications. The system will be ready for use in approximately 6-8 weeks. Staff expects to unveil this new service to the community in mid June with a message using the Connect-CTY service. In addition, the summer edition of the Monarch Press will feature the new system and give information to residents about how to set up their phone numbers, emails etc.

FISCAL IMPACTS:

The cost for the Connect-CTY service is \$24,600 per year. The first year cost is \$26,100 which includes \$1,500 for implementation of service, orientation, and outreach.

Staff has negotiated with Connect-CTY to prorate the cost of the service from April 1 to June 30, 2008 for an amount not to exceed \$9,000. As this is not a budgeted item, Council will need to approve an additional appropriation in this amount as part of the 3rd quarter budget adjustment.

For FY 2008-09 it appears that funding for this service can be accommodated in the Public Safety budget without the need for an additional appropriation of funds.

GOLETA STRATEGIC PLAN:

The implementation of an automated notification system is consistent with the Goal in the Goleta Strategic Plan entitled, "Develop and Improve Communication to Community" and "Emphasize Public Safety." Specifically, this project meets the Objective, "Community Notification System" and moves the City closer towards realizing its vision as defined within the City's Strategic Plan.

Submitted By:

Reviewed By:

Approved By:

Kirsten Z. Deshler
Management Analyst

Michelle Greene
Administrative
Services Director

Daniel Singer
City Manager

ATTACHMENTS:

1. Connect-CTY Unlimited Use Service Proposal
2. Connect-CTY Agreement

ATTACHMENT #1

Connect-CTY Unlimited Use Service Proposal

Connect-CTY[®]

Unlimited Use Service Proposal

City of Goleta

The **Connect-CTY** service allows local governments to reach thousands in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email.

- An integrated communications suite, including Community Outreach, Emergency Communication, and Interactive Survey
- 2 Million 60 second calls per hour
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, on-site training and refresher training sessions
- Delivery to up to 3 (three) phones and 2 (two) email addresses per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed ASP --- no maintenance required
- Message delivery tracking with comprehensive reporting

<i>Service Fee</i>	<i>1 Year Term*</i>
Estimated Number of Residence and Business Addresses: Households – Businesses –	12,300
Message Fee Per Address	\$2.00
Set up Fee (Orientation and Implementation)	1,500
Total Annual Cost of Service	\$26,100

Notes:

* NTI provides a 1, 3 or 5 year contract with an annual opt out at the locked cost of \$2.00 per address.

****Support Fee:** a one-time fee for the term of the agreement which includes initial set-up, training, and ongoing support (refresher training, online training, and 24/7 customer service support).

This Proposal is valid through 4/1/08 and does not constitute a legal agreement between City of Goleta and The NTI Group, Inc. Neither party will be bound to any terms until each has executed the company's Services Agreement, which incorporates all the terms, conditions, and obligations of the parties.

Questions? Please call:	<i>Next Steps</i>
Chad Castruita Connect-CTY[®] 818-437-5609 ccastruita@ntigroup.com	1. Review, sign and return the Connect-CTY Services Agreement.
	2. Import Staff Data (Connect-CTY provides all other necessary information.)
	3. Implementation of service and orientation of all designated system users.
	4. Begin sending Outreach, Emergency and Interactive Survey communications.

ATTACHMENT #2

Connect-CTY Agreement

Connect-CTY AGREEMENT

EIN #20-0597724

This **Connect-CTY Agreement** ("**CTY Agreement**") dated March 3, 2008, is entered into by and between the City of Goleta, California (**the, "Client"**) and Blackboard Connect Inc. (f/k/a The NTI Group, Inc.), a Delaware corporation ("**NTI**" or "**Company**").

WHEREAS, the Client wishes to subscribe to the **Connect-CTY**[®] service (**the, "CTY Service"**) provided by NTI, in order to send messages to households, businesses, and certain other constituents within the Client's jurisdiction (**each, a "Recipient"**).

NOW THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CTY Service.** The CTY Service will include the following features:
 - a. **Unlimited Messaging.** Unlimited any-time messages throughout the Term, enabling the Client to communicate with residents and businesses within its jurisdiction.
 - b. **Database.** NTI will provide the Client with one (1) phone number per physical address to the extent that such numbers are available ("**NTI Data**"). The Client may provide up to two (2) phone numbers and two (2) email addresses per Recipient (**the "Client Data"**), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Client Data, the NTI Data, and the data input by individuals via the CTY Web Portal, may hereinafter be collectively referred to as the "**Recipient Data**". NTI may add new features and functionality from time-to-time and the Client agrees to comply with all relevant rules and instruction pertaining to the use of such new features and functionality.
 - c. **Training, Customer Support, Maintenance.** Training to educate all Users on how to send messages, receive reports, and other aspects of the operation of the CTY Service. NTI will also provide the Client with unlimited maintenance and support (client care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the CTY Agreement. The Client will designate qualified personnel to act as liaisons between the Client and NTI respecting technical, administrative and content matters, and providing accurate and current contact information.
 - d. **Geographic Information System (GIS) Mapping.** A geo-based mapping system that allows a Client-user to create specific call lists for certain areas of the Client's jurisdiction using criteria such as radius, street, zip code.
 - e. **Messaging Features.** Multiple delivery methods via both voice and text, to landline phones, cell phones, e-mail, PDA devices, pager, and TTY/TDD devices. SMS, detailed message reporting, multi-lingual messaging, and interactive polling.
 - f. **Remote Launching Capability.** Access and use of the CTY Service from anywhere in the U.S. via an Internet connection and/or a phone.
 - g. **CTY Web Portal.** A Web interface that enables residents and businesses to update or add to their contact (telephone and email address) information electronically at no charge ("**CTY Web Portal**"). In the event that the Client chooses to utilize the CTY Web Portal, the Client agrees to comply with the supplemental terms contained in Image License and Linking Agreement ("**CTY ILAL Agreement**"), which is attached hereto and incorporated herein by reference, as Exhibit "A".
2. **Term; Termination.** This CTY Agreement will commence on the date which is the later of, the date of full execution or April 1, 2008 ("**Effective Date**"), and will end on March 31, 2012 (**the, "Term"**). Notwithstanding the foregoing, if Client inputs any information or other data into NTI's systems prior to the Effective Date in order to prepare for the commencement of the Service and/or sends any messages prior to the Effective Date, Client expressly accepts that the terms and conditions of this CTY Agreement will also apply during that earlier period.
 - a. **Termination for Convenience.** The Client can terminate the CTY Agreement for convenience on the one year anniversary of the Effective Date, and each one year anniversary thereafter during the Term, by giving NTI at least thirty (30) days prior written notice to terminate.
 - b. **Termination With Cause.** Either party may terminate this CTY Agreement in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by Client for an uncured material breach, Client will receive a pro rata refund or credit of any amounts paid but not utilized hereunder.

- c. **Effect of Termination.** Any termination of this CTY Agreement will not affect any rights or liabilities of either party that accrued prior to such termination. Provisions of this CTY Agreement which, either expressly or by their nature contemplate continued performance or application following the Term, will survive the expiration or termination for any reason of this CTY Agreement.
3. **CTY Service Fee.** In consideration for the use of the CTY Service during the Term, the Client will pay NTI a one-time support fee of one thousand five hundred dollars (\$1,500) and an annual message fee of twenty-four thousand six hundred dollars (\$24,600) per year. The first year's Service Fee of \$26,100 will be invoiced upon execution of this Agreement. Thereafter, a Service Fee of \$24,600 will be invoiced on an annual basis. All payments due hereunder are on net 30 terms.
4. **Representations and Obligations.**
- a. **Authority to Bind.** Client and NTI each represent and warrant that the person signing this CTY Agreement on their behalf is authorized to do so, and upon such execution, this CTY Agreement is the legal obligation of each party.
- b. **Privacy.** The Client agrees to comply with the then current Acceptable Use Policy and Privacy Policy (**collectively, the "Policies"**) (which can be found at the NTI Website located at www.ntigroup.com ("**NTI Website"**), as amended from time to time. In the event of an express conflict between the terms of the Policies and the terms of this CTY Agreement, the terms of this CTY Agreement will prevail. The Client will be notified by means of an email to the Client contact if specified on the signatory page, and/or a written announcement on the home page and member sign-in page on the NTI Website, if there are any material changes to the Policies. NTI does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the CTY Service.
- c. **Compliance with Laws.** Each party will seek to comply with all relevant laws and regulations in the conduct of its actions regarding the subject-matter of this CTY Agreement and the use of the CTY Service. The Client represents that it and its representatives ("**Users"**) will use the CTY Service only for lawful purposes and in compliance with privacy laws and this CTY Agreement, including the Policies.
- d. **Security.** All passwords and user names (**collectively, "Account Information"**), provided by NTI are deemed *Confidential Information*. The Client is responsible for (i) knowing who has access to its applications and servers; (ii) keeping track of login accounts; (iii) Client-side security with respect to Account Information; and (iv) for activities that occur under its account. The Client will provide Users and other staff with appropriate notice of the terms and conditions under which access to the CTY Service is granted. The Client agrees to (i) immediately notify NTI of any unauthorized use of Account Information or breach of security pertaining to the CTY Service, and (ii) ensure that Users exit from their accounts at the end of each session. NTI is responsible for implementing adequate security precautions for matters under its direct control.
- e. **Transmission of Messages; Data.** Client will be responsible for the content of the messages transmitted by Users using the CTY Service and agrees not to send communications to a Recipient who "opts-out", i.e., who has indicated that he/she does not wish to receive a communication from the Client. The Client will only use the NTI Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of NTI Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service. The Client represents that it has the authority to acquire, provide, and use the Client Data. The Client acknowledges that NTI is not responsible for and does not give any assurance to Client, any User, or any other person or entity with respect to validity or accuracy of data including, the NTI Data and data input by any individuals on the CTY Web Portal. NTI uses best efforts to provide the NTI Data in accordance with generally accepted professional standard.
- f. **Confidentiality.** NTI will maintain the confidentiality of the Client Data unless disclosure is mandated by law. The Client will maintain the confidentiality of NTI Data, the CTY Service, Account Information, User Guide, materials identified as confidential, and the member pages of the NTI Website (**collectively, "Confidential Information"**) with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the Client may disclose Confidential Information to the extent required by law or in response to a written Public Records Request under California Law. In the event that disclosure is mandated, each party agrees to provide notice to the other prior to such disclosure together with a list and copies of, all documents that will be disclosed. The Client agrees to limit access to the Confidential Information to those of its personnel with a legitimate need for access and who have entered into appropriate confidentiality agreements with the Client. Either party may seek injunctive relief to prevent disclosure or seek a protective order. Upon the termination of this CTY Agreement or the expiration of the Term, whichever is earlier, each party will return to the other the latter party's Confidential Information (without retaining copies, in any medium).

5. **Warranty.** NTI represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner and will conform substantially to the description of the service as described in Section 1. The Client accepts that the CTY Service is not intended to replace notification to, or interoperate directly with, First Responder services (such as, for example purposes only, 911, fire, police, emergency medical, and public health), which should have already been notified and deployed. Moreover, the Client accepts that the CTY Service is not designed for use in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property. NTI will use commercially reasonable efforts to assure that the CTY Service remains available for access by Client twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, excluding scheduled maintenance. In the event that the CTY Service fails to comply with the above warranty, the Client shall promptly inform NTI of such fact, and NTI, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Client ("**Cure Period**"). In the event that such repair or replacement cannot be done within the Cure Period, then the Client, at its sole option, may either: (i) extend the time for NTI to correct such breach, if correction is commercially reasonable; or (ii) terminate the CTY Agreement, in which case, in addition to any other right or remedy the Client may have, NTI shall refund to the Client the prorated sum of monies paid but not utilized hereunder.
- a. NTI will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the CTY Service by the Client or a third party, or a breach by the Client of its obligations under this CTY Agreement. Nor will NTI be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this CTY Agreement caused by or resulting from any act, omission or condition beyond NTI's reasonable control, whether or not foreseeable or identified, including without limitation, the loss of, or improper access to Recipient Data, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, lockouts, riots, acts of war, governmental regulations, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Client's, a User's or any third party's applications, hardware, software or communications equipment or facilities.
- b. ***Except as expressly stated otherwise in this CTY Agreement, the CTY Service is provided "AS IS" with no guarantee that it is error free, will perform or be uninterrupted, or that defects can or will be corrected. NTI makes no warranties, express or implied, with respect to the CTY Service, including without limitation, in connection with third party applications, and NTI specifically disclaims all other warranties regarding the CTY Service including any implied warranties of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice.***
6. **Limitation of Liability.** If the Client suffers damages arising from or relating the CTY Service and a court of competent jurisdiction determines that NTI's conduct was a proximate cause of such damages, then NTI's aggregate liability to the Client will be as follows: (a) For intentional misconduct on the part of NTI, NTI's liability will not be limited. (b) For all other misconduct, NTI's aggregate liability will be limited to the lesser of (i) actual direct damages or (ii) the total fees paid by the Client to NTI under this CTY Agreement. The existence of multiple claims will not enlarge the limits. In no event will NTI, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the Client or any third party arising out of this CTY Agreement or the transactions contemplated hereby, even if NTI has been advised of the possibilities of such damages or should have foreseen such damages.
7. **Miscellaneous.** (a) Ownership. Client acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the CTY Service are not purchased or developed with Client funds. Accordingly, nothing in this CTY Agreement grants or transfers to the Client any ownership rights in the foregoing materials. Client is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of NTI's Legal Department. (b) Governing Law; Attorney Fees. This CTY Agreement will be governed and interpreted in accordance with California State Law. In addition to any other relief awarded, the prevailing party in any action arising out of this CTY Agreement shall be entitled to its reasonable attorneys' fees and costs. (c) Waiver; Severability. Failure by either party to enforce any provision of this CTY Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this CTY Agreement is invalid under applicable law, the remainder of this CTY Agreement will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. NTI is providing a service to Client as an independent contractor. (e) No Third Party

Beneficiaries. No provisions of this CTY Agreement are intended or shall be construed to confer upon or give to any person or entity other than NTI or Client, any rights, remedies or other benefits under or by reason of this CTY Agreement. (f) **Notices.** All notices under this CTY Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this CTY Agreement or such other address as either party may specify in writing. (g) **Counterparts.** The CTY Agreement may be executed in counterparts. A signature on a copy of this CTY Agreement received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) **Mutual Indemnification.** To the extent authorized by California law and subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against any and all liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a breach by the indemnifying party of any provision of this CTY Agreement. *The Client's indemnification obligation shall not serve as a waiver of its sovereign immunity.* A party seeking indemnification hereunder (**an "Indemnified Party"**) shall give the party from whom indemnification is sought (**the, "Indemnifying Party"**): (i) reasonably prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim; and (iii) the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense. (i) **Entire Agreement.** This CTY Agreement and all Exhibits and Schedules attached hereto, completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding its subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this CTY Agreement and that is signed by authorized representatives of both parties.

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

<p>CLIENT: CITY OF GOLETA</p> <p>Authorized Signatory: _____</p> <p>Print Name & Title: _____</p> <p>Address: City of Goleta 130 Cremona Drive, Suite B, Goleta, CA 93117</p> <p>Contact for Notices: Dan Singer, City Manager Tel: 805-961-7501 Email: dsinger@cityofgoleta.org</p> <p>Fax: _____</p>	<p>NTI: BLACKBOARD CONNECT INC. (F/K/A THE NTI GROUP, INC.)</p> <p>Authorized Signatory: _____</p> <p>Print Name & Title: Bruce Worman, CFO</p> <p>Address: Blackboard Connect Inc. 15301 Ventura Blvd., Building B, Suite 300 Sherman Oaks, CA 91403 NTI Contact for Notices: Bruce Worman, CFO Email: bworman@ntigroup.com Tel: (818) 808-1716; Fax: (818) 450-0425</p>
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Contract Processing Instructions

1. Fax a signed copy of the contract to (818) 450-0425
2. If you have any questions, please contact:
Susan Kim, Contracts Manager
Tel: 818-808-1725; Email: skim@ntigroup.com

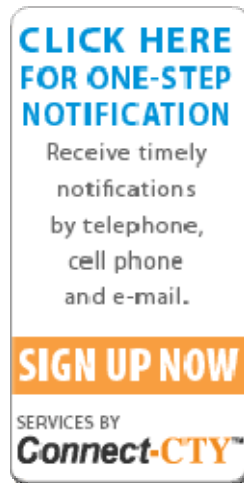
EXHIBIT "A"
IMAGE LICENSE AND LINKING (ILAL) AGREEMENT

A. LINK AND GRANT OF LICENSE

- a. Subject to the terms of this CTY ILAL Agreement, NTI grants to Client a limited non-exclusive, worldwide, royalty-free license to place one of the digital images of the NTI **Connect-CTY** Sign-up Logo (attached hereto as Schedule "A") (the "**Image**"), on an appropriate page of the Client's Internet site, located at <http://www.cityofgoleta.org> ("**Client Site**"), with a hyperlink to NTI's CTY Web Portal ("**Link**").
 - b. Subject to the terms of this CTY ILAL Agreement, the Client may create the Link to NTI's CTY Web Portal site located at <https://portal.nticonnectcty.com/338623> (the "**CTY Web Portal**"). The sole purpose of the Link is to provide intended Recipients with quick access to the CTY Web Portal by transferring the user out of the Client Site to the CTY Web Portal, where Intended Recipients can insert and/or update their contact information ("**Recipient Data**"). The term of such license will be for a term contemporaneous with this CTY ILAL Agreement and terminate when this CTY ILAL Agreement terminates or expires. Without limiting the foregoing, the Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Client or any party other than NTI. Client may not allow the Image to be linked to any other web site.
 - c. Client will not (i) use the Image in any manner not permitted hereunder, (ii) modify the Image, or (iii) in any manner copy, or create a derivative work from, the "look and feel" of the Image. NTI will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Client acknowledges that the Image and the goodwill associated therewith are valuable properties belonging to NTI and that all rights thereto are and shall remain the sole and exclusive property of NTI. Client agrees that it will do nothing inconsistent with NTI's ownership and that all uses of the same shall inure to the benefit of and be on behalf of NTI. NTI shall at all times, anywhere in the world, and whether or not in competition with Client, have the right to use and/or authorize the use of the Image in any way NTI may desire. NTI reserves the right to modify permission to use the Image and/or the Link at any time.
- B. PRESENTATION.** Client's use of the Image shall be limited to the style and format of the Image represented in Schedule "A". Client agrees not to use any other trademark or service mark in connection with the Image without the prior written approval of NTI.
- C. DATA.** The Client acknowledges that NTI is not responsible for and does not give any assurance to Client with respect to the accuracy of data input via the CTY Web Portal.
- D. TERMINATION.** The term of this CTY ILAL Agreement will commence upon the later of (i) the date on which the CTY Agreement is executed in full, or (ii) on or after [April 1, 2008](#) ("**Effective Date**"), and will continue until the date of termination or expiration of the CTY Agreement (the, "**Term**"). Upon termination of the CTY Agreement, Client agrees to discontinue immediately all use of the Image and disable any embedded link(s) to the CTY Web Portal. All rights in the Image and the goodwill connected therewith shall remain the property of NTI.
- E. WARRANTY.** NTI represents and warrants that it has the right to grant Client a license to use the Image in accordance with the terms of this CTY ILAL Agreement
- F. DISCLAIMER.** EACH PARTY DISCLAIMS ANY WARRANTIES THAT MAY BE EXPRESS OR IMPLIED BY LAW REGARDING THE CONTENT, AVAILABILITY OR OPERATION OF EITHER PARTY'S SITE, INCLUDING WARRANTIES AGAINST INFRINGEMENT AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE IMAGE OR THE CONTENT, AVAILABILITY OR OPERATION OF EITHER PARTY'S SITE. WITHOUT LIMITING THE FOREGOING, CLIENT ACKNOWLEDGES THAT THE NTI'S SERVICES ARE OPERATED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT NTI MAKES NO WARRANTY THAT THE CTY WEB PORTAL WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.

SCHEDULE "A" - IMAGE

Client may choose one of the three Images below





Contract Processing Instructions

1. Complete all information requested in the contract signature box.
2. Fax a signed copy of the contract to (818) 450-0425 - please include this document as your cover sheet – no other cover sheet is required.
3. If you would like a copy of the fully executed contract via mail, please check yes and follow the instructions below. If you do not require a contract by mail, we will fax a copy instead to the number you indicate in the space provided below.

_____ YES – please return a fully executed document to:

Attention: _____

Address: _____

_____ FAX a fully executed copy to:

Fax Number: _____

Attention: _____

4. **Implementation begins upon receipt of NTI's receipt of a copy of the signed agreement!** Our Client Care department will contact the appropriate parties at the client's site to coordinate the implementation and orientation process upon receipt of contract.
5. If you have any questions, please contact:

Susan Kim, Contract Management

Tel: 818-808-1725

Fax: 818-450-0425

Email: skim@ntigroup.com