

Emergency Visions
739 Trabert Avenue
Atlanta, Georgia 30318
www.emergencyvisions.com

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

1. **Scope.** This Carahsoft Rider and the Manufacturer Subscription Agreement (MSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
2. **Applicability.** The terms and conditions in the attached Manufacturer EULA (attached) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering

Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into as of _____, 2012 (the “Effective Date”), by and between Emergency Visions, Inc. (“EVI”), a Georgia corporation with its principal place of business at 739 Trabert Avenue; Suite F; Atlanta, GA 30318 and _____ (hereinafter referred to as “Customer”), with its principal place of business at _____.

EVI provides governments, nonprofit organizations and corporations with a secure cloud-based, comprehensive, scalable solution that empowers them to manage everyday situations; prepare for, respond to, and recover from catastrophic events; and, improve the coordination of people and resources on a daily basis. EVI offers its Response Vision Suite that manages Resources, Personnel, Suppliers, Transportation, Inventory, Distribution, Vehicle, Operations and Integration/Data collaboration (“EVI Solution”). In consideration of the terms, conditions and provisions of this Agreement and for other good and valuable consideration, the parties agree as follows:

1. SUBSCRIPTION

In exchange for the fees set forth in the attached Order Form and Statement of Work, if any, EVI grants to the Customer during the Term (as defined below) a non-exclusive and non-transferable right to use the EVI Solution. EVI will also provide Customer ongoing technical support including upgrades of functionality. EVI owns and retains all exclusive right, title and interest to all Intellectual Property associated with the EVI Solution including all upgrades and new functionality added to the EVI Solution, subject to Customer’s right to use such Intellectual Property in accordance with the terms of this Agreement. For the purposes of this Agreement, Intellectual Property shall mean any and all now known or hereafter known tangible or intangible (i) rights associated with works of authorship, including but not limited to copyrights, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, pending patents, designs, algorithms and other such property rights, (v) all other intellectual, proprietary, and industrial property rights of every kind and nature however designated (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) software and source code for the EVI Solution and its business strategy. The Intellectual Property of either Party to this Agreement also includes any Intellectual Property supplied by any subcontractor or agent of either Party.

2. PROHIBITED ACCESS AND USAGE

Customer shall only use the EVI Solution and related services for its own internal purposes. All of its Users must be employees of Customer or agents working only on behalf of Customer and only for its benefit. Anyone not an employee of Customer who will have access to the EVI Solution must sign EVI’s Non-Disclosure Agreement. Customer agrees to take full responsibility for the acts and omissions of anyone that has access to the EVI Solution that is not an employee of Customer. In no event and under no circumstances will Customer allow or facilitate access to the to the EVI web site or EVI Solution to a competitor of EVI via this Subscription Agreement and will immediately take steps to stop such prohibited access and report the incident to EVI if such prohibited access occurs.

3. CUSTOMER RESPONSIBILITIES

This Agreement, as well any attachments, constitutes the entire understanding and agreement of the parties and supersedes all oral or written correspondence between the parties. Only a written document signed by both parties may change or amend this Agreement, except as provided herein. Any waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other breach. Customer must comply with all laws in connection with the use of the EVI Solution. In return for Customer’s use of the EVI Solution and receipt of related services as listed and described in the Order Form and Statement of Work, if any. Customer shall pay to EVI the fees established in the Order Form attached hereto. Unless otherwise stated on the Order Form, fees are due net 10 days from the invoice date. Any fees not paid when due shall bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is the lower rate. EVI reserves the right to restrict the Customer from using the EVI Solution in the event payments for subscription amounts or related services have not been made on a timely basis. EVI’s policy is to deny access to its Solution if a Customer’s payment is 15 days past due.

4. OWNERSHIP

Customer retains exclusive ownership rights over its proprietary business data, information and strategy as well as the data or other information entered on the EVI web site as part of conducting its business on the EVI web site. EVI reserves the right to collect information from activity on the web site. In addition, EVI reserves the right to aggregate and analyze such information, and create meta data (meta data is data that describes data). In no event will Customer, its specific data, information and strategy and or any other information relating specifically to Customer be identifiable. Any such meta data is the property of EVI.

5. LIMITED WARRANTIES, REPRESENTATIONS AND DISCLAIMERS

5.1 Customer

- a) Customer warrants that any and all information posted on, processed or distributed using the EVI Solution will conform to EVI's content policies as posted on EVI's Web site at www.emergencyvisions.com. EVI reserves the right to modify its content policies at any time, effective upon posting of an updated version of such policy. Customer is responsible for regularly reviewing the policies. If EVI, in its sole discretion, determines that Customer violates these content policies, EVI will prohibit Customer's postings of such content immediately and may terminate the Agreement at EVI's sole discretion.
- b) Customer warrants that none of the information it posts to the EVI web site or distributes to third parties using the EVI web site or EVI Solution infringes on the Intellectual Property Rights of any third party..
- c) Customer warrants that it shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the EVI Solution in any way; (ii) reverse engineer or access the EVI Solution in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the EVI Solution, or (c) copy any ideas, features, functions or graphics of the EVI Solution; (iii) modify or make derivative works based upon the EVI Solution; or (iv) create Internet "links" to the EVI Solution.
- d) Customer warrants that it will not attach any viruses to the EVI Solution.

5.2 EVI

Solution Limited Warranty. EVI warrants that, during the applicable Subscription Term, the EVI Solution will substantially conform to the then current documentation. This limited warranty only covers problems identified in a Written Notice delivered to EVI during the Subscription Term. Customer's sole and exclusive remedy, and EVI's entire liability for breach of this limited warranty, shall be correction of the warranted nonconformity in the EVI Solution or, if such correction of the warranted nonconformity is commercially impractical, EVI may, at EVI's option, terminate access to the non-conforming EVI Solution and refund the unused Subscription Fees for such EVI Solution (as identified in an applicable Order Form) paid by Customer for the remainder of the Subscription Term. This limited warranty shall not be valid to the extent the warranty nonconformity was caused by Customer's abuse, misuse, accident, alteration, or unauthorized modification of the EVI Solution.

Services Limited Warranty. EVI warrants that any EVI Services will be performed in a workmanlike and professional manner consistent with generally accepted industry practices. For any breach of this services warranty, Customer's exclusive remedy, and EVI's entire liability, shall be the re-performance of such deficient Services; and if EVI fails to re-perform such Services as warranted, Customer shall be entitled to recover the Services Fees paid to EVI for such deficient Services. Customer must identify in a Written Notice to EVI any deficiencies in such Services within ninety (90) days of completion of such deficient Services in order to receive the above warranty remedies.

5.3 Mutual Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA AND NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OF THE EVI SOLUTION.

6. INDEMNIFICATION

6.1 EVI Intellectual Property Indemnity

EVI shall defend and indemnify Customer from and against all lawsuits, claims and proceedings brought by a person or entity not a party to this Agreement against the Customer, and will pay all final judgments awarded as a result of or in settlement of such lawsuits, claims and proceedings to the extent such lawsuit, claim or proceeding arises from any allegation that the EVI Solution infringes a third party's Intellectual Property Rights. In the event that some or all of the Intellectual Property is alleged or adjudicated to infringe, EVI shall have the option, at its expense to modify the Intellectual Property to make it non-infringing or to obtain for Customer a license to continue using the Intellectual Property.

6.2 Customer Intellectual Property and Trademark Indemnity

Customer shall defend and indemnify EVI from and against all lawsuits, claims and proceedings brought by a person or entity not a party to this Agreement against EVI, and will pay all final judgments awarded as a result of or in settlement of such lawsuits, claims and proceedings to the extent such lawsuit, claim or proceeding arises from any allegation that the information that Customer posts to the EVI web site or distributes using the EVI Solution, infringes a third party's Intellectual Property Rights and/or a third party's Trademark Rights.

6.3 Customer Indemnity

Customer shall defend and indemnify EVI from and against all lawsuits, claims, and proceedings; including reasonable attorney's fees and costs, arising from or relating to any business conducted utilizing the EVI Solution. In addition, Customer agrees to hold EVI harmless from and against all lawsuits, claims, and proceedings; including reasonable attorney's fees and costs, arising from any business it conducts utilizing any third party product providers offered to Customer in conjunction with its use of the EVI Solution.

6.4 Procedure

Indemnitee shall within seven (7) business days after Indemnitee's receipt of same notify Indemnitor in writing of every indemnifiable lawsuit, claim and/or proceeding, and every threat, notice or notice of intent related thereto. Indemnitee shall give Indemnitor the opportunity to defend or negotiate a settlement of any such claim at its expense, except that the Indemnitor will not, without Indemnitee's express prior written consent, enter into any settlement that imposes any obligation upon Indemnitee or that does not unconditionally release Indemnitee. Indemnitee shall cooperate fully with the Indemnitor in defending, litigating and settling such claim at Indemnitor's expense. Each party reserves the right, at its own expense to participate in the defense of any claim subject to indemnification hereunder.

7. LIMITATION OF LIABILITY

Neither party to this Agreement shall be liable for any indirect, incidental, special or consequential damages (including but not limited to such damages arising from breach of contract or warranty or from negligence or strict liability), including loss of profits, revenue, data or use or for interrupted communications, incurred by either party to this Agreement in connection with this Agreement, even if the other party or any other person has been advised of the possibility of such damages. In no event will EVI be liable for aggregate damages of any kind in excess of the net amounts paid by Customer to EVI pursuant to this Agreement hereunder in the twelve-month period immediately preceding the event giving rise to liability.

8. CONFIDENTIALITY

8.1 Confidential Information

During the term of this Agreement and for a period of three (3) years thereafter, each party shall maintain in strict confidence and not disclose to any third party any Confidential Information of the other party, except as necessary for the performance of this Agreement and as otherwise agreed to by the parties. The party disclosing "Confidential Information" is referred to in this Agreement as the "Disclosing Party" and the party receiving such "Confidential Information" is referred to as the "Receiving Party." "Confidential Information" means all non-public information (whether written, in a printed document, computer disk or tape or retained as mental impressions) concerning research and development; annual and long-range business plans; marketing plans and methods; product specifications, software, business processes, customer lists, customer, supplier or other third party data and information, contracts and bids; and personnel.

8.2 Exclusions

Confidential Information does not include: (i) information that is within the knowledge of the public generally through no fault of the Receiving Party; (ii) information that the Receiving Party can show was previously known to it as a matter of record at the time of

receipt; (iii) information that the Receiving Party may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or (iv) information that the Receiving Party may subsequently develop as a matter of record, independently of disclosure by the Disclosing Party.

8.3 Trade Secrets

During the term of this Agreement, and for so long thereafter as applicable state law allows, the parties agree to maintain in strict confidence, and agree not to use or disclose except as authorized in writing by the Disclosing Party, trade secrets as defined by applicable state law.

8.4 Court Order

Notwithstanding the foregoing restrictions, the Receiving Party may disclose Confidential Information or trade secrets to the extent required by an order of any court or other governmental authority, but only after the Receiving Party has notified the Disclosing Party and the Disclosing Party has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

8.5 Injunctive Relief

Each party acknowledges that disclosure of any Confidential Information or trade secret by it or its employees shall give rise to irreparable injury to the other party not adequately compensated by damages. Accordingly, a Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Section in addition to any other remedies that may be available, without the requirement of posting bond.

9. TERM AND TERMINATION

9.1 Term

This Agreement shall have a Term of one (1) year from the Effective Date unless terminated earlier in accordance with this Section (the "Term"). Additional terms will be subject to negotiations by the parties here.

9.2 Earlier Termination

This Agreement may not be terminated unless and until there has been a material breach of a substantive obligation under this Agreement that has not been cured within 30 days after written Notice (Registered Mail, Return Receipt Requested) has been provided by the party not in breach to the other party. Except as explicitly set forth elsewhere in this Agreement, the foregoing rights of termination will be in addition to any other legal or equitable remedies that the terminating party may have. The non-terminating party may pursue any and all legal rights it may have should the terminating party terminate for reasons not provided in this Agreement. EVI reserves the right to terminate this Agreement without any obligation should Customer or any affiliated entity purchase a company or be purchased by a company with which EVI is in substantially direct competition.

10. GENERAL PROVISIONS

10.1 Force Majeure

EVI will not be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including but not limited to acts or omissions of government or military authority, acts of God, telecommunications failures (including any systemic Internet failures and any interruptions in services of Internet Service Providers), transportation delays, earthquakes, fires, floods, labor disturbances, riots or wars.

10.2 Assignment

Neither party will have any right or ability to assign (including any assignment by operation of law), transfer or sublicense any obligations or benefit hereunder without the written consent of the other, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets, **but only if** such successor party agrees in writing to undertake all of its predecessor's obligations hereunder. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Notwithstanding anything to the contrary in this Section, EVI reserves the right to use Independent Contractors to deliver the services outlined in any Statement of Work that is part of this Agreement.

10.3 Customer Content

Customer acknowledges that EVI has the right, but no obligation, to monitor Customer's use of the EVI web site and any of Customer Data (Customer Data is any data, information or other materials, provided to EVI by Customer in the course of Customer's use of the EVI Solution) submitted to the EVI web site and to comply with legal obligations or governmental requests (including a government requirement to disclose Customer Data), and to take such actions (including removing content or denying routing of certain transactions) if EVI reasonably believes that such actions are needed to prevent unlawful activity relating to the EVI web site.

10.4 Data Export

Use of the EVI Solution may include the export of Customer Data, which may require a license for export from the government (for example, the U.S.) that requires advance disclosure of the ultimate consignee and all parties to the sale, and prohibits diversion, transshipment, or re-exportation out of such country contrary to law and regulations. Customer must ensure that any Customer Data provided to EVI does not contain any data that is controlled for export purposes by export regulations of the applicable country (U.S. or otherwise). Customer agrees to furnish all documentation required by the government in connection with obtaining any required export license, and agree that unauthorized diversion, transshipment or re-exportation of the EVI Solution in violation of the export license or any applicable law shall not be permitted. This Section shall survive the termination of this Agreement.

10.5 Independent Contractors

The parties hereto are and shall remain independent contractors, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties hereto. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either EVI or any employee or agent of EVI. EVI reserves the right to use third party providers in the provision of the EVI Solution.

10.6 Taxes

All amounts payable under this Agreement are exclusive of taxes. Customer shall pay, or reimburse EVI in the event it has paid, any and all taxes imposed by any government upon the amounts payable under this Agreement whether invoiced by EVI or otherwise collected, including sales, use, value-added, goods and services, consumption, personal property, withholding, duties, fees, and levies of any kind, and penalties and interest related thereto, but excluding taxes imposed upon EVI's net income, net worth, capital, or employees. As required by applicable law or upon request by EVI, Customer shall provide EVI with original or certified copies of all receipts or other evidence of tax payments made with respect to amounts payable under this Agreement. Customer and EVI shall cooperate in obtaining any reduced, concessionary or otherwise favorable tax rate or treatment available with respect to amounts payable under this Agreement.

10.7 Notices

Except as otherwise specified, any notices permitted or required pursuant to the provisions of this Agreement to be given by a party will be given to the appropriate party at the address set out below. Except as otherwise specified, "Notice" will be deemed to have been given either upon personal delivery or if sent by certified or registered mail, postage prepaid or by overnight carrier, then when received.

Notices shall be sent to:

If to Customer:

If to EVI:

Attn:	_____	Attn:	_____
Phone:	_____	Phone:	_____

Customer Billing Information

Billing Contact Name:

Billing Address:

Tele #:

Fax #:

10.8 Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of Georgia without giving effect to conflict of laws principles, and the parties irrevocably consent to the jurisdiction of the state and federal courts in Georgia.

10.9 Survival

If any provision herein is held to be invalid or otherwise unenforceable for any reason, the remaining provisions will continue in force without being impaired in any way. The terms that by their nature are reasonably intended by the parties to survive termination, including without limitation, the terms of Sections 1, 3, 4, 5, 6, 7 and 8 and this Section, shall survive the expiration or termination of this Agreement.

10.10 Press Release/Marketing/References

Upon executing this Agreement, Customer and EVI agree to issue a joint press release announcing the nature of the relationship between the parties. Such release shall be approved by both parties prior to its issuance and such approval shall not be unreasonably withheld or delayed by either party. Additionally, Customer shall allow EVI to use Customer's name and logo in reasonable marketing efforts including customer lists and on its website. Further, Customer shall serve as a reference for a reasonable number of prospective EVI customers and potential investors.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT EFFECTIVE FOR ALL PURPOSES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

Customer

Emergency Visions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____