Individual Subscriber and Hold Harmless Agreement

This Subscription Agreement is made between WeatherCall Services, LLC d.b.a. "WeatherCall®", (the "Company"), and you, the individual subscriber ("you" or the "Subscriber") and governs the terms and conditions of your Subscription to the emergency notification services (the "Services") offered by the Company. If you agree to be bound by the terms of this Agreement, please click the I AGREE button to register, and, if applicable, upon your payment of the Subscription Price (defined in paragraph 2 below), the Company will provide the Services to you as set forth in this Subscription Agreement.

1. Identification of the Services. The Subscriber acknowledges and agrees that you wish to enter into this Subscription Agreement for the purposes of receiving the Company's Services. The Services offered by the Company include notification at (up to) 3 telephone numbers and/or email addresses for the street address provided by the Subscriber regarding published National Weather Service tornado warnings applicable to the provided street address. Notification of severe thunderstorm and flash flood warnings are optional Services which the Subscriber may also elect to receive. In order to receive notification of severe thunderstorm and flash flood warnings, the Subscriber must specifically elect to participate in those Services on the Subscriber Registration page. Severe thunderstorm warnings can be delivered to both phone numbers and email addresses. Flash flood warnings can only be delivered via email or SMS text messaging to a cell phone. In order to set up text messaging service, the Subscriber must select their mobile service provider, and update this information if their cell phone number is "ported" over to a new cellular company provider. Fees for SMS text messaging may apply based on the Subscriber's mobile plan with their cellular company. **It is the Subscriber's responsibility to verify that the registered location presented on a Google map within their record is accurate.** The Subscriber agrees to either correct the map location using the mapping tool provided by the Company found in their account record or to contact the Company's customer service department for assistance. The Subscriber acknowledges that if the map location is not verified, WeatherCall cannot be held responsible for delivering inaccurate warnings.

2. The Subscription Price. In consideration of your receipt of the Services, the Subscriber***** agrees to pay to the Company, in advance, the Subscription Price published on the Company's website for each one (1) year term during which you subscribe to the Company's Services. The Subscriber further agrees that payment of the Subscription Price shall be made, in valid US funds, via a credit card account for which the Subscriber is an authorized user. For Subscribers who are unable to pay the Subscription Price with a credit card, payment may be made via <u>certified check</u> or <u>money order</u> made payable to WeatherCall and mailed to: WeatherCall, P.O. Box 472, Parker, CO 80134. *****In some areas of the country, all or a portion of the Subscription Price may be underwritten by a local broadcast media outlet for Subscribers located within the media outlet's broadcast area. If your subscription qualifies for underwriting by any such media outlet, the Subscriber will only be required to pay that portion, if any, of the Subscription Price which is not underwritten by the media outlet.

3. Term of Subscription Agreement. The term of your Subscription shall begin upon completion of your registration and payment of the Subscription Price (the "Subscription Date") and shall end on the one-year anniversary of the Subscription Date unless the term is automatically renewed as provided in this Subscription Agreement. The Subscriber acknowledges and agrees that the Services shall be provided as soon as possible following registration and payment, upon the successful assignment by the Company of a latitude and longitude coordinate for the street address you provide in your registration. The subscriber agrees to receive quarterly email information regarding the product the subscriber has purchased and other WeatherCall product offerings, being given the opportunity to opt-out of future emails at any time.

4. Termination of Subscription Agreement. The Subscriber acknowledges and agrees that the Subscriber may terminate the Subscription Agreement at any time, with or without cause; however, no portion of the Subscription Price will be refunded to you for any reason. Notice of termination of the Subscription Agreement by the Subscriber must be made in writing and delivered to the Company at its corporate headquarters as set forth on the Company's website. Upon its receipt and verification of any termination notice, the Company shall discontinue the Services to all phone numbers and email addresses registered by the Subscriber for the relevant street address associated with your account.

5. The Subscription Form. The Subscriber acknowledges that you have completed the Subscription Form in its entirety, including any questions concerning the television, radio or satellite broadcast station through which you learned of the Company's Services. The Subscriber further agrees that all information which you have provided to the Company is truthful and accurate.

6. ACCURACY OF INFORMATION. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED BY COMPANY ARE BASED UPON INFORMATION PROVIDED BY THE NATIONAL WEATHER SERVICE AND MAY INCLUDE TECHNICAL INACCURACIES. THE SUBSCRIBER AGREES THAT THE SUBSCRIBER IS RESPONSIBLE FOR ACCURATELY ENTERING TELEPHONE NUMBERS AND EMAIL ADDRESSES ON THE SUBSCRIBER REGISTRATION PAGE, VERIFYING MAP LOCATION ACCURACY, AND THAT THE COMPANY CANNOT BE HELD RESPONSIBLE FOR ERRORS IN SUCH INFORMATION.

7. DISCLAIMER OF WARRANTIES AND RESPONSIBLITY. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED BY THE COMPANY MAY BE SUBJECT TO CERTAIN FACTORS

BEYOND THE REASONABLE CONTROL OF THE COMPANY AND ACCEPT THAT THE SERVICES PROVIDED BY COMPANY ARE PROVIDED "AS IS"AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THE COMPANY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. THE COMPANY DOES NOT WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ITS COMPUTER SYSTEMS, INCLUDING THE SERVERS THAT MAKE THE SERVICES AVAILABLE TO SUBSCRIBERS, ARE FREE OF VIRUSES OR OTHER MALFUNCTIONING COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS WHICH WILL BE ACHIEVED BY SUBSCRIBERS TO THE COMPANY'S SERVICES OR THE CORRECTNESS, ACCURACY OR RELIABILITY OF THE INFORMATION WHICH IS PROVIDED TO SUBSCRIBERS. THE SUBSCRIBER FURTHER AGREES THAT IT IS AWARE OF AND CONSENTS TO THE HOLD HARMLESS AGREEMENT ON THE SUBSCRIBER SIGN UP PAGE OF THE COMPANY'S WEBSITE.

8. DISCLOSURES. THE COMPANY HEREBY DISCLOSES TO THE SUBSCRIBER THAT THE COMPANY SERVICES HAVE RECEIVED LIMITED TESTING AND ARE NOT GUARANTEED TO BE ERROR-FREE. THE SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT THE COMPANY SERVICES MAY NOT BE RELIED UPON AS THE SUBSCRIBERS' SOLE METHOD OF NOTIFICATION FOR SEVERE WEATHER ALERTS.

9. Disclaimer of Responsibility and Damages. The Subscriber acknowledges and agrees that neither the Company nor the local media outlet through which it became aware of the Services (jointly, the "Providers"), shall be responsible for any acts or omissions of the Subscriber or for any failure of the Services by reason of strikes, Acts of God, breakdown of telecommunication service, power shortages or blackouts, or other causes beyond the reasonable control of the Providers. The Subscribers and Providers agree that the employees, directors, officers, agents, and subcontractors of Providers are not liable or responsible to the Subscribers or any third party for any errors or omissions in the information, or for any damages in a civil action for injuries, death of person or property damage incurred by any person or entity as a result of any act or omission of Providers or of any of their employees, directors, officers, agents, or subcontractors, except when such act or omission is willful, wanton, reckless, or intentional. As required by this Agreement, Providers will send notifications issued by the National Weather Service via telephone call and email, but Providers cannot confirm or guarantee delivery and security of such communication. The Subscriber acknowledges that it is the responsibility of the Subscriber to assure the accuracy of information provided to Providers concerning the location of the home or business and telephone numbers and emails associated with that specific address. The Subscriber also acknowledges that it is the responsibility of the Subscriber to keep such information current by updating the Subscriber's record on the Company's website as necessary.

10. Miscellaneous. This Subscription Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado. In the event that any court having jurisdiction over the enforcement and/or construction of this Subscription Agreement determines that any provision hereof is unreasonable or unenforceable, then such provision shall be limited to the extent that such court deems reasonable or enforceable, and as so limited, shall remain in full force and effect. In the event that such court determines any provision wholly unenforceable, the remaining provisions of this Subscription Agreement shall remain in full force and effect. This Subscription Agreement is the entire agreement between the parties with respect to the subject matter hereof and supercedes all previous agreements, understandings and oral or written communications relating to the same.