

HOSTING AGREEMENT
by and between
AWS Convergence Technologies, Inc.
and
School Board of Pinellas County, Florida

This **HOSTING AGREEMENT** (the "Agreement") is made effective as of the 13th day of November, 2007, by and between AWS Convergence Technologies, Inc. a Delaware corporation with principal offices at 12410 Milestone Center Drive, Germantown MD 20876, ("AWS") and School Board of Pinellas County, Florida, 301 4th Street S.W., Largo, FL 33779, ("HOST").

WHEREAS, AWS manufactures and deploys WeatherBug Weather Stations, each such system being comprised of a weather sensor suite, a master control unit, a digital display, a communications device, and a sensor shelter, or optional equipment such as a camera, weather server and computer (referred herein as the "Hardware"), and computer programs for collection, display and dissemination of real-time and historical data via an Intranet or the Internet (referred herein as the "Software");

WHEREAS, AWS desires to install one or more WeatherBug Weather Stations or Cameras, related Hardware and Software (if applicable) at designated locations owned or controlled by HOST for continued collection and dissemination of local weather information;

WHEREAS, both parties agree that it is of mutual benefit to have the HOST participate in this program;

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **Weather Systems.** AWS will place at designated HOST facilities, at no cost to the HOST, 1 WeatherBug Weather Station, including Hardware and Software, (as determined by AWS), to collect and report real-time and historical weather data and/or digital camera images via the Internet as described herein.
2. **Term and Termination.** This Agreement shall have a term 12/31/08, with automatic annual extensions unless either party opts out of such extension with notice at least 30 days prior to the expiration of either the original or any renewal term, as applicable.
3. **Rights and Licenses.** AWS retains all rights to the design of the WeatherBug Weather Stations and Cameras, Hardware, Software, and ownership of the Systems; the data generated by the Systems (including weather data measured directly by System components, calculated data from the Software, and video imagery from cameras), which rights the HOST and each participating site hereby acknowledges and agrees not to assert or claim any interest in, save and except only as otherwise expressly granted in this paragraph:
4. **Data Rights**
 - (1) AWS grants to the HOST a royalty-free license for the term of the Agreement to use data generated by WeatherBug Weather Stations solely and exclusively for educational, research and internal operational purposes within the HOST network.
 - (2) The HOST may not, without express permission of AWS, provide the data generated by HOST sites to any party, including other government agencies. HOST may, however, provide and/or allow links to data pages created pursuant to this Agreement.
 - (4) AWS has the exclusive right to resell, provide, or otherwise use the data generated by the Systems.
5. **Installation and Maintenance.** The installation and maintenance of each WeatherBug Weather Station provided to HOST under this Agreement is the responsibility of AWS.

Installation and maintenance shall be in accordance with AWS standard specifications, which includes but is not limited to the requirement for multiple small building penetrations in order to affix the weather monitoring equipment mast to the building structure and the running of data cable to an internal termination point. In this regard, mast installation may require drilled holes for bracket support and cable access may require new building penetrating conduit. HOST shall allow the previously described work to be completed, shall provide the site and power supply (described in #8 below) for the Systems and Hardware, and shall perform routine on-site maintenance of the System components, including by way of example rebooting the server computer once a month, or cleaning the rain gauge periodically. HOST shall keep the systems powered up and connected to an "always-on" Internet connection configured to AWS' specifications (described in #8 below) regarding firewall and port security required to allow live data to transmit at all times. AWS shall provide a toll-free technical support service line as well as online technical support to assist such maintenance.

6. **Delivery and Shipment Costs.** The HOST will provide AWS the delivery address for each site where a system is to be installed. AWS shall pay all shipping costs including optional equipment and software.
7. **Disposal.** AWS reserves the right to remove weather station upon termination of the agreement.
8. **HOST Requirements.** The HOST shall provide for each participating site the following site related requirements (minimum specifications are indicated): (1) electrical power sufficient for operation of the Systems which includes two 120V outlets within 5 feet of where the indoor equipment is to be located; (2) direct, high speed Internet connection (DSL, T-1, T-3, or equivalent) where port 9500 UDP outbound and port 80 TCP are open.
9. **Liability.** AWS shall not be liable for any damages caused by hardware or software installation and operation. The HOST assumes no responsibility to protect the equipment from third party damage.
10. **Non-Waiver of Rights.** The failure of AWS or the HOST to insist upon strict performance of the terms and conditions of this Agreement or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of the same rights or to rely on any such terms or conditions at any time thereafter.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida without reference to its conflict of laws rules. Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Pinellas County, Florida.
12. **Extraordinary Circumstances.** Neither party shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to work stoppages, floods, lightning and all other Acts of God. In the event of the loss of any weather station hardware at any installed HOST site, the replacement of such hardware shall be at the sole discretion of AWS.
13. **Breach.** Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 30 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.
14. **Business Relationship.** Nothing contained herein shall create or be deemed to create any association, partnership, joint venture, the relation of principal and agent, or the relationship of employee and employer between the parties herein.
15. **Notices.** All notices given under any of the provisions of this Agreement shall be deemed to have been duly given when made in writing and either delivered via overnight express delivery requiring the signature of the accepting party's representative or three days after the date of mailing via U.S. Postal Service, certified mail, return receipt requested, to the

addresses of the parties set forth in this Agreement as the principal offices or to other such addresses as such party shall specify in writing to the other party.

16. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.
17. **Assignment.** Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm, or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided that either party may, on notice to the other, assign this Agreement to a subsidiary or to any party that acquires or succeeds to all or substantially all of such party's business or assets. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns.
18. **Modification.** No provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument of equal formality signed by duly authorized representatives of the parties hereof.
20. **Confidentiality.** Except as otherwise required by law, (a) Neither HOST nor AWS shall disseminate in any form any cost or price information included in or arising out of this Agreement to any third party. (b) Neither HOST nor AWS shall divulge in any manner to any third party, association, corporation, firm, or any other person or entity, for any purpose whatsoever, any proprietary information related to this Agreement and the terms and conditions hereof, or any other confidential or proprietary information of the other party, except with the other party's prior written permission.
21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The division of the Agreement into paragraphs is only a matter of convenience for reference and shall not define or limit any of the terms or provisions hereof. Any term used in the singular shall be deemed to include the plural when the context of its use is so required. The fact that the wording of this Agreement has been provided by one party or the other shall not be taken into consideration in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

AWS Convergence Technologies, Inc.

**The School Board of Pinellas County,
Florida**


Name/Title

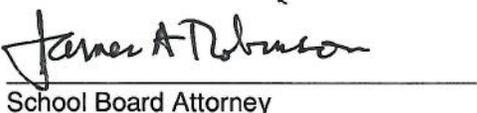

Chairperson

1/4/08
Date

NOV 13 2007
Date


Superintendent

Approved as to form:


School Board Attorney