Dale County Commission

Commission Meeting Minutes – April 8, 2025

The Dale County Commission convened in a regular session Tuesday, April 8, 2025, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger District; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Enfinger followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda.

Memorandum of Warrants:
- Accounts Payable Check Numbers: 102051 – 102141.
- Payroll Check Numbers: 155024 – 155025.
- Direct Deposit Check Numbers: 432110 - 432256.

Minutes: Commission Meeting of March 25, 2025.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Enfinger made a motion to approve the following:

- Amy Ivey – part-time coroner clerk – coroner office.

- Evan Faircloth – donated sick leave.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – CLASSIFICATION & PAY PLAN

Commissioner Wilson made a motion to approve a 10-day review of a job description addition to Dale County's Classification and Pay Plan. See Exhibit 1.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – DEPT OF HUMAN RESOURCES BOARD APPOINTMENT

Commissioner Carroll made a motion to approve Mr. Reynaldo Holder of Ozark to a six-year term starting 01/21/25.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – MASS NOTIFICATION SYSTEM - EMA

Commissioner Wilson made a motion to approve an agreement with Regroup Mass Notification.   See Exhibit 2.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – EXECUTIVE SESSION

Commissioner Carroll made a motion to approve an Executive Session per County Attorney's recommendation. See Exhibit 3.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – RECONVENE FROM EXECUTIVE SESSION

Commissioner Carroll made a motion to reconvene from Executive Session.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL - TEMPORARY POSITION

Commissioner Grantham made a motion to approve 1) payment to Ms. Ina Johnson for past temporary position of Maintenance Supervisor 2) to suspend for 90 days Section V.C.1.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, April 22, 2025, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Enfinger seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

_____
Steve McKinnon, Chairman

Exhibit 1

Solid Waste & Collections Clerk

Division	**Department**	**Location**
Solid Waste	County Commission	Dale County Commission

Reports To
Engineer

Job Summary
Performs clerical activities in support of the Sanitation Office.

Duties and Responsibilities

Performs receptionist duties including answering the phone, routing calls, assisting visitors, and providing assistance when needed.

Accepts revenues and prepares daily deposits.

Prepares all records as required.

Files claims, judgments, and other documents as needed.

Mails late payment letters and non-user letters.

Maintains department files.

Serves a liaison between the solid waste provider and the Dale County Commission.

Calculates and mails monthly bills and late fees.

Monitor status of all accounts and completes monthly status reports.

Notifies necessary personnel of any needed actions.

Coordinates with Compliance Officer and provides detail account information.

Processes and verifies Social Security exemptions annually.

Other duties as required.

Cross-training as required.

Exhibit 1

Solid Waste & Collections Clerk

Supervisory Responsibilities
None

Physical Demands

Standing	**Walking**	**Sitting**
Up to 33%	Up to 33%	33% to 66%

Stooping, Kneeling, Crouching,	**Climbing or Balancing**
Up to 33%	Up to 33%

Use Hands to Finger, Handle,	**Reaching with Hands and Arms**
Up to 33%	Up to 33%

Tasting or	**Talking or Hearing**
Up to 33%	33% to 66%

Lifting	**Up to 10lbs**	**Up to 25lbs**	**Up to 50lbs**	**Up to 100lbs**	**More than 100lbs**
	Up to 33%	Up to 33%	Up to 33%	Up to 33%	Up to 33%

Vision	**Close Vision**	**Distance Vision**	**Depth Perception**	**Ability to Adjust**
	Yes	Yes	Yes	Yes

Color Vision	**Peripheral Vision**	**No Special Vision Requirements**
No	Yes	

Specific physical duties
Must see well enough to read print and numbers without error.
Needs body mobility to bend, lift, and stand.

Noise: Moderate

Specific Noise Duties
Exposure to an indoor office environment.

Comments
Must follow all safety procedures.
Must be willing to work overtime and non-standard hours as required.
Must be willing to travel occasionally and willing to wear appropriate attire.
Must be willing to become a Notary Public.

Exhibit 1

Solid Waste & Collections Clerk

Job Specifications

Education
High school diploma or equivalent.

Work Experience
Prefer prior experience in a similar office environment.

Licenses
As required.

Preferences
Must have good oral and written communication skills with basic math skills.
Should have a general knowledge of computers and other standard office equipment.

Date   April 9, 2025

Exhibit 2

Regroup

SOFTWARE AS A SERVICE MASTER SERVICE AGREEMENT

This **MASTER SERVICE AGREEMENT, including all Exhibits hereto,** (hereinafter referred to as the "Agreement"), is made and entered into, as of _____ 04-08-25 _____ (the "Effective Date") by and between Dais, Inc., a Delaware corporation, d/b/a Regroup, having its principal place of business at 3400 N. Central Expressway, #110-256, Richardson, Texas 75080 ("The Vendor"), and _Dale Co Comm_, a _____ corporation with its principal place of business located at _Ozark, AL_ ("Customer").

WHEREAS, The **VENDOR** is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Vendors cloud-based platform ("Regroup Platform"). The services offered by Vendor include any Vendor-branded URL (the "Website"), Vendor mobile services, Vendor messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Vendor, including without limitation the Regroup Platform (collectively, the "Services"); and

WHEREAS, the **CUSTOMER** desires to engage **VENDOR** to perform various services, which services may include, but shall not be limited to, systems analyses, computer programming, hardware and software installation and maintenance, consulting, technical services, training, education and/or other related services applicable to CUSTOMER's information technology needs; pursuant to the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions more fully set forth herein.

1. **DEFINITIONS**

"**Affiliate**" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party. "Control," for purposes of this definition, means ownership or control, directly or indirectly, of at least 50% of the voting interests (or, where restricted by law limiting ownership by foreign corporations, such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the subject entity.

"**Customer Contact**" means a Customer internal resource that is knowledgeable about Customer's use of the Services and authorized by Customer to communicate with VENDOR support.

"**Customer Data**" means all data stored, input, processed or transmitted by Customer and its Users in the Services.

"**Documentation**" means the documentation provided by VENDOR relating to the Services.

"**Effective Date**" means the date Customer executes this Agreement.

"**Services**" means the hosted, on-demand, Web-based information messaging service that allows Members to search for information, create information, join groups and message those

Exhibit 2

Subscription Agreement

Mass Notification

Prepared For:

Company: Dale County
Name: Steve McKinnon
Email: willie.worsham@dalecountyal.gov
Phone: 334-432-0343

Prepared By:

Regroup Mass Notification
Prepared by: Jeff Brainard
Email: jbrainard@regroup.com
Phone: (917) 791-3046

Contract Term: 3 year paid annually   **Contact Count: 50,000**   **Valid Until:** 4/ 30 / 2025

A. Product and Pricing Summary

Product	Fee Type	Price	Term (yrs)	Discount	Subtotal
Regroup Annual Subscription Messaging via landline, email, cell (voice and SMS/txt), social media, RSS. Unlimited: support, training, templates, and group creation.	Annual	$8,750.00	1	$0.00	$8,750.00
Residenta Data Landlines and wireless records for the area	Annual	$1,200.00	1	$0.00	$1,200.00
IPAWS Allows users to post IPAWS EAS, NOAA, and WEA alerts to supported devices during a critical event.	Included	$0.00	1	$0.00	$0.00
North American Messaging Bundle (600,000) Includes 600,000 Voice or SMS with unlimited email and push notifications	Included	$0.00	1	$0.00	$0.00
Onboarding Period Regroup will internalize the cost of up to 3 months of service to provide an onboarding transition period with access to the platform.	Included	$0.00	1	$0.00	$0.00

$9,950.00

Included Subscription Features

Active Directory User Integration Create contacts in Regroup through an integration with Microsoft Active Directory.	Included	$0.00	1	$0.00	$0.00
Custom Field User Import Tool The ability to populate and maintain groups based on custom fields set at the network level.	Included	$0.00	1	$0.00	$0.00
Custom Web Embed and Branding Allow for website personalization.	Included	$0.00	1	$0.00	$0.00

Exhibit 2

Regroup
Mass Notification

Subscription Agreement

Database Integration - .csv Import Database Integration is done with a secure FTP (SFTP) for .csv file uploads.	Included	$0.00	1	$0.00	$0.00
Form Templates Allows user to create fields and a list variables to be chosen from drop down menu	Included	$0.00	1	$0.00	$0.00
Mapping Interface - Geo targeted messaging Clients have the ability to send notifications based on the location of the recipients with our Geo-Targeting option based on their address and not on them having the mobile app.	Included	$0.00	1	$0.00	$0.00
Regroup Mobile - End User Allows recipients and non-administrative users to receive messages within native iOS and Android apps.	Included	$0.00	1	$0.00	$0.00
Regroup Mobile - Manager Allows admins to send/receive messages from iOS and Android mobile devices and phones.	Included	$0.00	1	$0.00	$0.00
Single Sign On - SAML Enables Security Assertion Markup Language (SAML) Single Sign-On on your Regroup network. Includes ADFS 2.0, OKTA and Shibboleth.	Included	$0.00	1	$0.00	$0.00
Text-to-join/QR Code Opt-In for Residents Allows temp contacts to recevie messaging	Included	$0.00	1	$0.00	$0.00
					$0.00

Premium Features					
Enterprise Hardware Integration Integrates via CAP 1.2 or RSS for Paging Systems & Digital Signage	Annual	$0.00	1	$0.00	$0.00
Membership API Allows for management of users, groups, and campuses via custom API.	Annual	$0.00	1	$0.00	$0.00
Mobile - Panic Alert Allows employees to trigger notifications via custom prebuilt workflow	Annual	$0.00	1	$0.00	$0.00
MS Teams Integration Allows messaging into MS Teams Channels	Annual	$0.00	1	$0.00	$0.00
NOAA Automated Watch & Warning Alerts Enable alerts from the National Oceanic and Atmospheric Administration (NOAA) Weather Radio (NWEM)	Annual	$0.00	1	$0.00	$0.00

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Mass Notification

Subscription Agreement

Post Auto-Translation Feature Regroup's Post Auto-Translation feature allows message recipients to receive and read posts in the language of their choice.	Annual	$0.00	1	$0.00	$0.00
Responsive SMS Polling 2 way interactive polling	Annual	$0.00	1	$0.00	$0.00
Regroup Survey Builder Allows for custom surveys to be built, sent and tracked	Annual	$0.00	1	$0.00	$0.00
SMS Auto-Retry Automated retry based on reply or delivery confirmation	Annual	$0.00	1	$0.00	$0.00
Tipsafe Message-In via End -User Allows end users to report incidents. Protects the identify of the sender by allowing the sender to remain anonymous.	Annual	$0.00	1	$0.00	$0.00
					$0.00

Professional Services					
Unlimited Support & Maintenance	Included	$0.00	1	$0.00	$0.00
Unlimited Training	Included	$0.00	1	$0.00	$0.00
Implementation Fee	One-Time	$1,000.00	1	-$1,000.00	$0.00
					$0.00
			Total		**$9,950.00**

Exhibit 2

Regroup)))
Mass Notification

Subscription Agreement

B. Terms

1. Initial Term: The Initial Term shall be three (3) years following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: 9/15/2025
4. Invoice Date: 9/15/2025
5. Regroup grants __Dale County, AL_____ access and use of the platform from date of signature through _____9/15/2025_____ at no additional cost.

Ba. Payment Terms

1. Dale County shall be invoiced according to the following schedule
2. All initial and subsequent payments shall be due on Net 30 terms. Unless otherwise specified, all dollars ($) are United States currency.

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 600,000 total messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Dale County with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.
2. Renewal increase will be limited to 3.5% annually.

D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Dale County

Signature: _____
Name: Steve M. Kinnon
Title: Chairman
Date: 04-08-25

Accepted by: Regroup Mass Notification

Signature: _Chris Utah_
Name: Chris Utah
Title: COO
Date: 04/9/2025

Exhibit 2

Regroup

SOFTWARE AS A SERVICE MASTER SERVICE AGREEMENT

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WHEREAS, The **VENDOR** is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Vendors cloud-based platform ("Regroup Platform"). The services offered by Vendor include any Vendor-branded URL (the "Website"), Vendor mobile services, Vendor messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Vendor, including without limitation the Regroup Platform (collectively, the "Services"); and

WHEREAS, the **CUSTOMER** desires to engage **VENDOR** to perform various services, which services may include, but shall not be limited to, systems analyses, computer programming, hardware and software installation and maintenance, consulting, technical services, training, education and/or other related services applicable to CUSTOMER's information technology needs; pursuant to the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions more fully set forth herein.

1. DEFINITIONS

"Affiliate" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party. "Control," for purposes of this definition, means ownership or control, directly or indirectly, of at least 50% of the voting interests (or, where restricted by law limiting ownership by foreign corporations, such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the subject entity.

"Customer Contact" means a Customer internal resource that is knowledgeable about Customer's use of the Services and authorized by Customer to communicate with VENDOR support.

"Customer Data" means all data stored, input, processed or transmitted by Customer and its Users in the Services.

"Documentation" means the documentation provided by VENDOR relating to the Services.

"Effective Date" means the date Customer executes this Agreement.

"Services" means the hosted, on-demand, Web-based information messaging service that allows Members to search for information, create information, join groups and message those

Exhibit 2

Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise) and any other features, content, applications or services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services"). software service offered by VENDOR, as the same may be updated, modified, enhanced and upgraded from time-to-time.

"**Initial Full Access Date**" means the date Customer is first able to access and process transactions via the fully-functional Services.

"**Malicious Code**" means viruses, worms, trapdoors, time bombs, spyware, "drop dead" devices, Trojan horses and other harmful or malicious code, files, scripts, agents or programs that would cause software programs to cease functioning or would damage or corrupt the Services or any other software, firmware, hardware, computer system, network, storage media or communications, or otherwise interfere with Customer's operations.

"**Subscription Order**" shall mean the document executed by and between VENDOR and the relevant customer, substantially in the form attached hereto.

"**System Availability**" means the percentage of total time, measured in minutes, during which the Services is available to Customer, excluding only Scheduled Downtime.

"**Users**" means Customer's and its Affiliates' employees, agents, contractors, consultants, customers or other individuals who are authorized by Customer to use the Services and/or whose information is stored on the Services.

"**Product**" means all work product developed or created by VENDOR during the course of providing support, implementation, consulting, training or other professional services to Customer. Product does not include any Customer Data or Customer Confidential Information (as defined below) or any other proprietary rights of Customer in any information.

"**Documentation**" means Vendor's user manuals, handbooks, and guides relating to the Services provided by Vendor to Customer either electronically or in hard copy form/end user documentation relating to the Services.

2. **ACCESSING THE SERVICES**

   a. Provision of Access. VENDOR hereby grants CUSTOMER and its Affiliates a non-exclusive, non-transferable, non-sublicensable (except to Customer's and Customer's Affiliates' respective service providers), royalty-free, and worldwide license to access and use the Services and Documentation during the Term, solely for use by Authorized Users for the benefit of CUSTOMER and its Affiliates, in accordance with the terms and conditions herein, including, all Services set forth in any Subscription order form ("**Subscription Order**"), which, upon mutual execution by the parties, will be incorporated by reference into this Agreement. VENDOR shall provide to CUSTOMER and its Affiliates the necessary usernames, passwords, network links and/or connections to allow CUSTOMER and its Affiliates to access the Services within twenty-four (72) hours following the Effective Date. Unless otherwise specified in the applicable Subscription Order Form, CUSTOMER and its Affiliates shall be permitted to allow the agreed upon number of Authorized Users to concurrently use and access the Services.

   b. Use Restrictions. CUSTOMER shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. CUSTOMER shall not at any time, and shall not permit any Authorized Users to: (i) modify or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, duplicate, or otherwise make available the Services or Documentation (except to subsidiaries of

Exhibit 2

attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) knowingly remove any proprietary notices from the Services or Documentation.

3. **SERVICE LEVELS AND SUPPORT**

Vendor shall make the Services available in accordance with the service levels set out in **Exhibit B** attached hereto. Unless otherwise specified in the applicable Subscription Order Form, Vendor shall, at no additional cost or fee to Customer, provide the maintenance and support services described in **Exhibit B** and this Section 2. Without limiting Vendor's other support obligations set forth in **Exhibit B**, during the Term, Vendor shall (i) provide Customer with such assistance as reasonably necessary to cause the Services being offered to Customer by Vendor hereunder to perform in accordance with the requirements and specifications set forth in this Agreement, any applicable Order Form, and Documentation, and (ii) promptly correct, revise, or replace any nonconforming Services or portion thereof. Vendor shall use its best efforts to be responsive to Customer's maintenance and support needs and requirements.

4. **FEES AND PAYMENT**

a. Fees. All payment obligations are noncancelable and all amounts paid are nonrefundable. Customer shall pay the fees set forth in each Subscription order form, whether or not the Service is actively used. You must provide Vendor payment in advance as a condition to implementation beginning. Customer shall pay Vendor in advance for all services and professional services undisputed fee(s) as set forth in each Subscription Order Form for the Services provided as mutually agreed by the parties, which shall be payable to Vendor within thirty (30) days of Customer's receipt of the applicable invoice, after which interest shall accrue at a rate of zero percent (0.0%) per month. If agreed by Customer under a Subscription Order Form, Customer will reimburse Vendor's reasonable expenses no later than twenty-one (30) days after Customer's receipt of Vendor's invoice (or resolution of any disputed fees, as applicable), provided that such expenses are pre-approved by Customer in writing.

b. Billing and Renewal. Vendor charges and collects in advance the Fees for use of the Service from the Invoice date, and on each Subscription order form renewal, until cancellation. Vendor will automatically renew and issue an invoice to you each year on the subsequent anniversary for each Subscription order form. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Vendor's income.

c. Overages. Vendor reserves the right to charge any applicable overage Fees if you exceed the maximum usage allowed by your Subscription order form in any given month. For the next month, you may be automatically charged for such higher usage, or we may require that you upgrade your Subscription Order Form. With respect to total users, Vendor will charge for users added that are in excess of the number of total users included in any applicable Subscription Order. Vendor will notify you of usage overages Thirty (30) days prior to invoicing for the overage.

Exhibit 2

Customer disputes in good faith, pending resolution of such dispute, provided that Customer (i) notifies Vendor of the dispute in writing (email sufficing) prior to the due date for payment, specifying the reason for the dispute; and (ii) works with Vendor in good faith to promptly resolve the dispute. Vendor shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any fees in accordance with this Section 4(d), unless the dispute remains unresolved for thirty (30) days, at which time Vendor may suspend providing the Services upon written notice to Customer; provided that Vendor shall promptly resume and restore access to the Services upon resolution of the dispute.

    e.   Audit. You grant Vendor the right to audit your Regroup Platform and usage in order to verify your compliance with the terms of this Agreement and any subscription order forms.

5. TERM

    a.   Term. This Agreement is effective as of the Effective Date set forth above and shall continue in effect so long as an Subscription Order Form referencing this Agreement is in effect or until the one (3) year anniversary of the Effective Date, whichever occurs later (the "Term").

6. TERMINATION; SUSPENSION

    a.   Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

    b.   Termination by Vendor. If Client fails to pay any amounts due within thirty (21) days of their due date, Vendor may terminate this Agreement or suspend the Services pursuant to providing a written notice and thirty (30) days for Customer to cure any outstanding payment obligations under this agreement or any Subscription Order form. Termination for nonpayment shall not relieve Client of its outstanding obligations (including payment) under this Agreement or any Subscription order form. If Vendor suspends access to the Service(s), Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts.

    c.   Termination for Change. If Vendor modifies the Services, any product specifications, or supporting documentation in a manner that materially degrades the functionality of the Services as they exist on the Effective Date of this Agreement, then Customer may terminate this Agreement without liability for any further fees of any kind (except for Customer's obligation to pay for charges incurred for the Services prior to termination) by providing thirty (30) days written notice to Vendor. In the event of a termination under this provision, Vendor will refund any amounts previously paid for the Services attributable to future years of Services which have not yet commenced. Vendor may avoid termination of this Agreement under this provision if, within less

Exhibit 2

Regroup

d. than thirty (30) days of receipt of Customer's written notice, it agrees to effect revisions that remedy such adverse effects.

e. Suspension. Vendor may permanently or temporarily suspend or limit your usage, or otherwise refuse to permit your use of the Services without notice or liability, if in our sole determination, you violate the terms set forth in this agreement or any subscription order form, represent a threat to, or actual breach of our network security; or in cases of emergency or to prevent violations of any legal, regulatory, or governmental prohibition to Vendor or others. In the event of permanently or temporarily suspension, the Vendor shall send written notification (Via email or Regroup Platform) prior to such suspension. Termination of this agreement or subscription order form, any license, or your access to the Services, shall not limit us from pursuing other remedies available to us against you, including, but not limited to, injunctive relief.

7. **CONFIDENTIALITY**

a. As used herein, **"Confidential Information"** means all non-public information of a party (**"Disclosing Party"**) disclosed to the other party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation and without requirement of designation as confidential, the terms and conditions of this Agreement (including pricing and other terms reflected in Subscription Order(s) hereunder), the Customer Data, customer and vendor lists, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

b. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

8. **LIMITED LICENSE; OWNERSHIP OF SERVICES; RESTRICTIONS**

a. Regroup Platform. VENDOR hereby grants CUSTOMER and its Affiliates a non-exclusive, non-transferable, non-sublicensable (except to Customer's and Customer's Affiliates' respective service providers), access and use the Services and the proprietary documentation generally made available by Vendor to Customer on or through the Services ("Documentation") during the Term, solely for the benefit of CUSTOMER and its Affiliates, in accordance with the terms and

Exhibit 2

Regroup

b.

c. (**"Subscription Order"**), which, upon mutual execution by the parties, will be incorporated by reference into this Agreement.

d. Ownership. As between Customer and Vendor, The Vendor owns all rights and interest to any and all patents, copyrights, moral rights, trade secrets, trademarks, service marks, publicity rights and other proprietary rights (whether or not perfected or perfectible and whether or not now known or hereafter discovered) ("Intellectual Property Rights") in and to the Services. Nothing in these agreement or Subscription order or terms of use grants Customer any rights whatsoever in or relating to source code. All ownership rights, title, and Intellectual Property Rights in and to the Services shall remain in Vendor and/or its licensors. Other than as expressly granted herein, Vendor does not grant Customer any other rights to the Services. Customer agree that Vendor has the right to change, modify, add to or discontinue or retire any aspect or feature of the Services at upon writen notice and acceptance by the Customer. From time to time, Vendor may, but is under no obligation to, release upgrades, fixes or new versions of the Services, although these upgrades may not be consistent across all platforms and devices. All such upgrades, fixes or new versions shall be considered part of the Services subject to the terms of this agreement or subscription order forms, unless we provide different terms at the time of release.

e. Restrictions. Customer agree not to, or to allow others to: (a) adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Services, including without limitation, the source code and any other underlying ideas or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction or where in accordance with the API terms of service); (b) copy the Services; (c) transfer, sublicense, loan, sell, lease, use for timesharing or service bureau purposes, or otherwise commercially use or exploit the Services; (d) use the Services in violation of any applicable regulation or law; (e) ship, divert, trans-ship, transfer, export or re-export any Services or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency, (f) use or attempt to use the Services for competitive analysis or benchmarking of the Services, or to develop a competitive service or directly compete with the Services; (g) to store or transfer any tortious, illegal or infringing materials, (h) use or attempt to use the Services, or provide us with any data, in violation of any third-party rights of any kind, including without limitation any privacy, intellectual property, confidentiality or contractual rights, or (i) to transfer any viruses, worms, trojans or other items of a similarly destructive nature.

Customer shall use no less than commercially standard security measures with respect to its access and use of the Services. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or

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operating system, networking, communication services, web and SERVICEs and

platforms, and any platforms, networks, services and/or websites where it distributes and runs its services and applications.

Customer agree to:

a. Use the Services for lawful purposes only and in compliance with any policies posted to the Website or otherwise conveyed to you by the Vendor;

b. not use the Services in a way that prevents or inhibits another User from enjoying the Services;

c. not remove, obscure or alter any notices or indications of any Intellectual Property Rights, any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("Branding"), or any electronic notices;

d. not interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the Service servers.

You agree to promptly notify Regroup of any violation of this section, or otherwise of these Terms of Use.

9.   **USER CONTRIBUTIONS; CONTENT STANDARDS**

a. The Services allow CUSTOMER and its users to send notification messages, and may also contain other interactive features (collectively, "Interactive Services") that allow CUSTOMER and its users to post, submit, publish, display, send or transmit to other users or persons (hereinafter, "post") content, materials or notifications, including without limitation emergency notifications (collectively, "User Contributions") on or through the Services. All User Contributions must comply with the content standards set out in this Agreement.

b. CUSTOMER represents and warrants that: (i) CUSTOMER owns or controls all rights in and to the User Contributions posted by CUSTOMER on or through the Services and (ii) all of CUSTOMER User Contributions do and will comply with these this Agreement. CUSTOMER understands and acknowledges that it is responsible for any User Contributions it submits or contributes, and CUSTOMER, not VENDOR, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. VENDOR is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by CUSTOMER or any other user of the Services.

c. VENDOR has the right to:

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a. Remove or refuse to post any User Contribution that violate the Content Standards in this Section 9.

b. Take any action with respect to any User Contribution that VENDOR deems necessary or appropriate if VENDOR believes that such User Contribution infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Services or the public or could create third party liability for VENDOR.

c. Disclose CUSTOMER's identity or other non-confidential information about CUSTOMER to any third party who claims that material posted by CUSTOMER violates their rights, including their intellectual property rights or their right to privacy.

d. Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Services.

Without limiting the foregoing and subject to the confidentiality obligations of this Agreement, VENDOR has the right to fully cooperate with any law enforcement authorities or court order requesting or directing VENDOR to disclose the identity or other information of anyone posting any materials on or through the Services. UNLESS SUCH ACTIONS WOULD CONSTITUTE A BREACH OF THIS AGREEMENT, CUSTOMER WAIVES AND HOLDS HARMLESS VENDOR AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES OR ANY OTHER THIRD PARTY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

VENDOR does not undertake to review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of any objectionable User Contribution after it has been posted. Accordingly, VENDOR assumes no liability for any action or inaction regarding transmissions, communications or content of any User Contribution provided by any user, including but not limited to CUSTOMER, or third party. VENDOR has no liability or responsibility to CUSTOMER or any third party for performance or nonperformance of the activities set forth in this section.

d. The following content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:
   a. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

   b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

   c. infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

   d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement.

   e. Be likely to deceive any person.

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f. Promote any illegal activity, or advocate, promote or assist any unlawful act.

g. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

h. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

i. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

j. Give the impression that they emanate from or are endorsed by VENDOR or any other person or entity, if this is not the case.

k. Solicit personal information from anyone under 18.

l. Publicly post information that poses or creates a privacy or security risk to any person.

m. Involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming."

n. Contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).

o. Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users.

p. Include a photograph or video of another person that CUSTOMER or its users have posted without that person's consent.
    i.

e. If you believe that any User Contributions violate CUSTOMER's copyright, please send VENDOR a notice of the copyright infringement. It is the policy of VENDOR to terminate the User accounts of repeat infringers.

f. The information presented on or through the Service by third parties is made available solely for general information purposes. VENDOR does not warrant the accuracy, completeness or usefulness of this third-party information. Any reliance CUSTOMER place on such information is strictly at CUSTOMER's own risk. VENDOR disclaims all liability and responsibility arising from any reliance placed on such third-party materials by CUSTOMER or any other visitor to the Services, or by anyone who may be informed of any of its contents.

g. The Services may include User Contributions. All statements and/or opinions expressed in these User Contributions, and all articles and responses to questions and other content, other than the content provided by VENDOR, are solely the opinions and the responsibility of the person or entity providing those User Contributions. The User Contributions do not necessarily reflect the opinion of VENDOR. VENDOR is not responsible, or liable to CUSTOMER or any third party, for the content or accuracy of any User Contributions provided by any third parties.

h. CUSTOMER is solely responsible for its interactions with other users, including without limitation any User Contributions provided by CUSTOMER. VENDOR reserves the right, but has no obligation, to become involved in any way with disputes between CUSTOMER and other Users.

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All information we collect on the Services is subject to our Privacy Policy as described in **Exhibit C**. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy set forth and described in **Exhibit C**.

11. DISCLAIMERS OF WARRANTIES

The customer understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REGROUP NOR ANY PERSON ASSOCIATED WITH REGROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER REGROUP NOR ANYONE ASSOCIATED WITH REGROUP REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REGROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REGROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATE DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT REGROUP WAS OR SHOULD HAVE BEEN AWARE OR

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ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL REGROUP'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM YOU TO US AS CONSIDERATION FOR USE OF THE

SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13. **DISPUTES**

    a. Governing Law; Waiver. This agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, without regard to its conflict of law provisions. Each of the parties agree to submit to the exclusive jurisdiction of the courts located within the State of Alabama to resolve any dispute arising out of these Terms of Use or the Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS OF USE.

    b. Arbitration. At Vendor's sole discretion, it may require you to submit any disputes arising from this agreement or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Alabama law.

14. **INDEMNIFICATION**

Customer hereby agree, at your expense, to indemnify, defend and hold harmless the Vendor, its licensors, and their respective directors, officers, employees and agents from and against all demands, liabilities, losses, claims and expenses, including attorney's fees, arising out of or relating to (a) customer use of the Services or any third party platform, including without limitation the service providers from whom the vendor receive or to whom the vendor submit data or instructions at your request, including without limitation that any claim that any of the foregoing violates any third party right, (b) services, products, information, data, processing instructions or content customer submitted or used in connection with the Services, or (c) any actual or alleged negligence, willful misconduct, fraud, manipulation, or breach of this agreement, by the customer. Customer will not enter into any settlement of, or agreement related to, any matter covered by this section without first obtaining Vendor's written consent. The Vendor reserves the right, at its own expense and in its sole discretion, to participate in any defense, and to assume the exclusive defense and control of any matter otherwise subject to indemnification by the customer, and the customer shall fully cooperate with Vendor in such defense.

15. **INSURANCE**

Prior to the execution of this Agreement, and upon the renewal of any Subscription order form, Vendor shall furnish to Customer copies of insurance certificates evidencing that it maintains the following coverages or such greater coverage as required by law or regulation, with an insurance

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agency:

a. Workers' Compensation and Occupational Disease insurance in accordance with the Workers' Compensation Act(s) of the jurisdiction wherein Services under this Agreement are to be performed.

b. Employers' Liability insurance with limits of liability of not less than $1,000,000 per accident or disease including death at any time resulting therefrom.

c. Commercial General Liability (CGL) insurance including Completed Operations Liability insurance with limits of liability of not less than $1,000,000 per occurrence. Policy should include Additional Insured endorsement CG 20 10 or CG 20 33, AND CG 20 37 or CG 20 38 (or their equivalents). Such insurance shall be renewed annually.

d. Professional Liability insurance, including contractual, covering Vendor's professional errors and omissions or negligent acts in the delivery of products and services under this agreement with a $2,000,000 annual aggregate limit.

e. Cyber Liability Insurance with limits of $2,000,000 each wrongful act and in the aggregate to cover Network and Information Security Liability, Technology Errors & Omissions/Professional Liability, and Communications and Media Liability. This insurance will be a claims-made coverage.

16. **MISCELLANEOUS**

a. Trade Names and Trademarks. You hereby grant Vendor a non-exclusive, royalty free license to use your trade names, logos, and trademarks in VENDOR's marketing, advertising, literature and websites solely for the purpose of promoting Vendor goods and services.

b. Non-disparagement. The parties agree that the directors, managers, owners, and authorized representatives of each party shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, false, disparaging, or negative remarks, comments, or statements concerning the other party or its businesses, or any of its employees, officers, or directors, and its existing customers, suppliers, investors, and other associated third parties, now or in the future. This Section does not, in any way, restrict or impede either party from exercising its rights under the Agreement should litigation be necessary, exercising any protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation, or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Each party shall provide prompt written notice of any such order to the other party without undue delay but in no event more than fifteen (15) days after such compelled disclosure is requested of the anticipated disclosing party.

c. Equal Opportunity Employer. To the extent applicable, Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veteran or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disabilities. To the extent applicable, Executive Order 11246 and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Agreement.

d. Entire Agreement. This Agreement, together with any other documents incorporated

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the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, Subscription order forms, and any other documents incorporated herein by reference, the following order of precedence governs, from most precedential to least precedential: (i) first, this Agreement, excluding its Exhibits except as otherwise set forth herein; (ii) second, any applicable Subscription Order Form, (iii) third, the Exhibits to this Agreement as of the Effective Date except as otherwise set forth herein; and (iv) fourth, any other documents incorporated herein by reference.

e. Assignment. Neither party may assign, convey, encumber or otherwise dispose of the Agreement or their respective obligations under this Agreement without the other party's prior written consent; provided, however, that either party may assign this Agreement (i) to an Affiliate, or (ii) to any successor to substantially all its business or assets by merger, reorganization, acquisition, combination, consolidation, purchase of assets or otherwise, or to any party acquiring all or substantially all the assets, business or voting securities of the business unit of the party to which this Agreement relates. Any non-permitted assignment is null and void.

Subject to the foregoing, this Agreement will be for the benefit of the parties' successors and assigns, and will be binding on the parties' assignees.

f. . Force Majeure. In no event shall either party be liable for any failure or delay in performance due to causes or circumstances beyond its reasonable control and without its fault or negligence making it impossible, illegal or which, materially affects a party's ability to perform its obligations under this Agreement and/or an Order Form (including, but not limited to: Acts of God, war, insurrection, terrorism, epidemics, pandemics, government imposed quarantines or shelter in place orders, fires, floods, natural disaster, strikes or any other labor disputes, freight embargoes) (each, a "*Force Majeure Event*"); the party so affected, upon written notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference ; provided, however, that the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.

g. Costs and Expenses. Except as otherwise provided for in these Terms of Use, each party shall be responsible for and will bear all costs and expenses incurred by it in connection with the performance of its obligations under these Terms of Use.

h. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing. All notices sent to Customer, shall have a copy of such written notice sent to Customer's Legal Department at _____. All notices sent to Vendor, shall have a copy of such written notice sent to Vendor's legal Department at legal@regroup.com

i. Your Comments and Concerns. If you would like to communicate with us about this agreement or the Services, please contact Regroup at:

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709 Noe Street

San Francisco, CA 94114

ii. Email:

support@regroup.com

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EXHIBIT A

SUBSCRIPTION ORDER(S)

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EXHIBIT B

SERVICE LEVELS AND SUPPORT

Vendor will use commercially reasonable efforts to make your Regroup Platform use available with a Monthly Uptime Percentage of at least 99.8% during any monthly billing cycle (the "Service Commitment"). A monthly report of availability is provided upon written request.

You will be notified of planned maintenance at least 2 weeks before the planned maintenance.

1. **CONTACTING SUPPORT**

1.1. Customer can communicate with VENDOR support as follows:

Phone: 775-476-8710

Email: support@regroup.com

Customer Portal: https://help.regroup.com

1.2. Any open issue may be escalated to Customer Support Director through written request to hlepik@regroup.com or by calling the provided phone number.

1.3. Support is available twenty-four (24) hours per day, seven (7) days per week.

2. **SERVICE LEVELS.** VENDOR will respond to submitted cases as follows:

Priority	Definition	Response Level	Resolution Time
P1	**Urgent:** The SERVICE on the production system is not accessible or operational.	Initial response within 1 hour of case being submitted. Customer will be updated twice daily regarding progress. Actions to resolve will commence within 1 business hour.	Continuous effort, work around must be delivered within 1 day. Final fix must be delivered within 5 days.
P2	**Important:** (1) The SERVICE on the production system is operational but experiencing a major functional loss that impedes transactions from being completed; or (2) the development/test system is not accessible or operational.	Initial response within 2 hours of case being submitted. Customer will be updated daily regarding progress. Actions to resolve will commence within 4 business hours.	Continuous effort, work around must be delivered within 3 days. Final fix must be delivered within 10 days

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P3	**Necessary:** (1) The SERVICE on the production system is experiencing a functional loss that does not significantly impede transactions from being completed but that affects performance or user quality; or (2) the development/test system is experiencing a major functional loss that impedes transactions from being completed.	Initial response within 4 hours of case being submitted. Customer will be updated weekly regarding progress. Actions to resolve will commence within 2 business days.	Final fix must be delivered within 15 days
P4	**Minor:** (1) The SERVICE has a cosmetic or other minor error that does not affect its performance or functionality; or (2) Customer questions regarding use of the SERVICE.	Initial response within 4 hours of case being submitted. Customer will be updated upon request.	Next 2 scheduled releases
P5	**Enhancement Request:** Request for a new feature that does not currently exist in the SERVICE.	Requests will be logged and evaluated for inclusion in a future release or price quote provided in case of custom development requirement. Customer will be updated upon request.	Pending Development Team release schedule or Customer approval

3. Escalation

In the event VENDOR is unable to resolve a submitted case within the Resolution Time listed above for the applicable priority classification, the following procedure will occur:

The VENDOR support Director will be promptly informed of the problem. The VENDOR contact will contact the responsible Customer/Affiliate contact via telephone or via E-mail within twelve hours to discuss resolution of the reported case.

If the parties cannot arrive at a mutually satisfactory solution within twenty-four (24) hours from the discussion above, the Customer/Affiliate contact will contact the next level executive of VENDOR who will be a Vice President, Senior Vice President or other member of VENDOR's senior management stating that the submitted support case has not been resolved and requesting a meeting between a Vice President, Senior Vice President or other member of Customer/Affiliate's senior management and a Vice President, Senior Vice President or other member of VENDOR's senior management within two (2) business days from receipt of Customer/Affiliate's request to resolve the issue.

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4. Service Credits

Service Credits are calculated as a percentage of the total charges paid by Customer to Vendor for the calendar month in which the failure to meet the Service Commitment in accordance with the schedule above.

In the event of any failure of the Services to meet the Service Commitment, Vendor shall issue a Service Credit (if eligible) to Customer in accordance with the terms of this SLA.

Upon written request, Company shall provide a written report to Company describing the Availability of the Services for the preceding calendar month. Upon written request, Vendor will issue any applicable Service Credit to Company.

5. SLA Exclusions

The Service Commitment does not apply to any un-Availability: (i) caused by a Force Majeure Event as set forth in the Agreement; (ii) that result solely from Customer's equipment, software or other technology; or (iii) arising from a permitted suspension or termination of Customer's right to use the Services in accordance with terms of the Agreement.

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EXHIBIT C

VENDOR PRIVACY POLICY

This Privacy Policy Exhibit shall be incorporated into the Agreement between the parties, including all Subscription order forms initiated thereunder. The requirements contained herein are in addition to those outlined in the Customer Information Technology Services Agreement (the "Agreement"), and any Subscription order forms attached thereto. All references to Customer in this Privacy Policy Exhibit include Customer and its users.

Vendor respects Customer's privacy and is committed to protecting it through Vendor's compliance with this Privacy Policy ("Privacy Policy"). Vendor is an information messaging service that allows its users to search for information, create information, join groups and message those groups through Vendor's cloud-based platform ("Vendor's Platform"). The services offered by Vendor include any Vendor-branded URL (the "Website"), Vendor mobile services, Vendor messages (e-mail or otherwise) and any other features, content, applications or services offered from time to time on or through the Website or otherwise by Vendor, including without limitation the Vendor Platform (collectively, the "Services").

This Privacy Policy describes the types of information Vendor may collect from Customer or that Customer may provide when Customer accesses or uses the Services and Vendor's practices for collecting, using, maintaining, protecting, and disclosing that information.

This Privacy Policy applies to information Vendor collects:

- on the Website;
- through the Services;
- in email, text, and other electronic messages between Customer and the Services; and
- through mobile and desktop applications Customer downloads from the Services.

It does not apply to information collected by:

- Vendor offline or through any other means, including on any other website operated by Vendor or any third party (including Vendor's affiliates and subsidiaries); or
- any third party (including Vendor's affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this Privacy Policy carefully to understand Vendor's policies and practices regarding Customer's information and how Vendor will treat it.

Vendor and Customer acknowledge and agree that Customer, Customer's Affiliates, and its users' use of the Services and Vendor's access to data from this use, is subject to the terms of the Agreement, include but not limited to the Agreement's confidentiality obligations.

1.   **Children Under the Age of 13**

Vendor's Services are not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Services. Vendor does not knowingly collect personal information from children under 13. If any Customer users are under 13, do not use or provide any information on the Services.

2.   **Information Vendor Collects About Customer and How Vendor Collects It**

Vendor collects several types of information from and about users of our Services, including information:

- by which Customer may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which Customer or its users may be contacted online or offline ("personal information");
- that is about Customer but individually does not identify Customer or its users; and/or
- about Customer internet connection, the equipment Customer's use to access Vendor's Services and usage details.
- Vendor collects this information:
    - o   Directly from Customer when Customer or its users provide it to Vendor.

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include usage details, IP addresses, and information collected through cookies, web beacons and other tracking technologies.

- o From third parties, for example, Vendor's business partners.

- Information Customer Provides to Vendor. The information Vendor collects on or through Vendor's Services may include:

    - o Information that Customer provides by filling in forms on Vendor's Services. This includes information provided at the time of registering to use the Services, subscribing to the Service, posting material or requesting further services. Vendor may also ask Customer or its users for information when Customer or its users report a problem with the Services.

    - o Records and copies of Customer's correspondence (including email addresses), if Customer contacts Vendor.

    - o Customer's responses to surveys that Vendor might ask Customer to complete for research purposes.

    - o Details of transactions Customer carries out through the Services and of the fulfillment of Customer's orders. Customer may be required to provide financial information before placing an order through the Services.

    - o Customer search queries on the Services.

Customer also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Services, or transmitted to other users of the Services or third parties (collectively, "User Contributions"). Customer's User Contributions are posted on and transmitted to others at Customer's own risk. Although Vendor limits access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, Vendor cannot control the actions of other users of the Services with whom Customer may choose to share its User Contributions. Therefore, Vendor cannot and do not guarantee that Customer's User Contributions will not be viewed by unauthorized persons.

Information Vendor Collect Through Automatic Data Collection Technologies. As Customer navigates through and interacts with the Services, Vendor may use automatic data collection technologies to collect certain information about Customer's equipment, browsing actions, and patterns, including:

- Details of Customer's visits to the Services, including traffic data, location data and other communication data and the resources that Customer accesses and uses on the Services.

- Information about Customer's computer and internet connection, including Customer's IP address, operating system, and browser type.

- The information Vendor collects automatically is statistical data and does not include personal information, but Vendor may maintain it or associate it with personal information Vendor collects in other ways or receive from third parties. It helps Vendor to improve the Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate Vendor's audience size and usage patterns.

- Store information about Customer's preferences, allowing Vendor to customize the Services according to Customer's individual interests.

- Speed up Customer's searches.

- Recognize Customer when you return to the Services.

The technologies Vendor uses for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. Customer may refuse to accept browser cookies by activating the appropriate setting on its browser. However, if Customer selects this setting Customer may be unable to access certain parts of the Services. Unless Customer has adjusted its browser setting so that it will refuse cookies, Vendor's system will issue cookies when Customer directs its browser to the Services.

- **Flash Cookies.** Certain features of the Services may use local stored objects (or Flash cookies) to collect and store information about Customer's preferences and navigation to, from, and on the Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information

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Uses and Discloses Customer's Information.

- **Web Beacons.** Pages of the Services and Vendor's e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Vendor, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

3.   How Vendor Uses Customer's Information

Vendor uses information that it collects about Customer or that Customer provide to Vendor, including any personal information:

- To present the Services and its contents to Customer.
- To provide Customer with information or Services that Customer requests from Vendor.
- To fulfill any other purpose for which Customer provides it.
- To provide Customer with notices about its account or subscription, including expiration and renewal notices.
- To carry out Vendor's obligations and enforce our rights arising from any contracts entered into between Customer and Vendor, including for billing and collection.
- To notify Customer about changes to the Services.
- For any other purpose with the written consent of Customer's authorized representative.

4.   Disclosure of Customer's Information

Vendor may disclose aggregated information about our Users, and information that does not identify and is not capable of being identified with any individual, without restriction.

Vendor may disclose personal information that it collects or Customer provides:

- To Vendor's subsidiaries and affiliates that need the information in order to perform the obligations of the Agreement.
- To Vendors, service providers, and other third parties Vendor uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which Vendor discloses it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Vendor's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Vendor about the Service users is among the assets transferred, provided that Customer is notified about said anticipated transfer prior to the transfer of personal information in sufficient time to request deletion of the information.
- To fulfill the purpose for which Customer provides it.
- With the written consent of Customer's authorized representative.

We may also disclose Customer's personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply the Agreement and any Subscription order forms, including for billing and collection purposes.
- If Vendor believes disclosure is necessary or appropriate to protect the rights, property, or safety of Vendor, its customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

5.   Choices About How Vendor Uses and Discloses Customer Information

Vendor strives to provide Customer with choices regarding the personal information Customer provides to Vendor. Vendor has created mechanisms to provide Customer with the following control over its information:

- **Tracking Technologies and Advertising.** Customer can set its browser to refuse all or some browser cookies, or to alert it when cookies are being sent. To learn how Customer can manage its Flash cookie

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note that some parts of the Services may then be inaccessible or not function properly.

- **Promotional Offers from Vendor.** If Customer does not wish to have its email address or contact information used by Vendor to promote the Services, Customer can opt-out by sending Vendor an email stating Customer's request to inquieries@regroup.com. If Vendor has sent Customer a promotional email, Customer may select unsubscribe to be omitted from future email distributions. This opt out does not apply to information provided to Vendor as a result of a product purchase, warranty registration, product service experience or other transactions.

6. Accessing and Correcting Customer Information

- Customer can review and change its personal information by logging into the Website and visiting its account profile page.

- Customer may also send Vendor an email at the email address provided below to request access to, correct or delete any personal information that Customer has provided to Vendor. Vendor cannot delete Customer's personal information except by also deleting Customer's user account. Vendor may not accommodate a request to change information if Vendor believes the change would violate any law or legal requirement or cause the information to be incorrect.

- If Customer deletes its User Contributions from the Services, copies of its User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Users. Proper access and use of information provided on the Website, including User Contributions, is governed by the Agreement.

7. Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

Mail:
Regroup
709 Noe Street
San Francisco, CA 94114
Email: support@regroup.com

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SECURITY ADDENDUM

This Security Exhibit shall be incorporated into the Agreement between the parties, including all Subscription order forms initiated thereunder. The requirements contained herein are in addition to those outlined in the Agreement, and any Subscription order forms attached thereto. In the event of a conflict between the Agreement, Vendor's Privacy Policy, any Subscription order forms, and this Security Exhibit, the Security Exhibit shall control.

1.   **Security Program.** During the term of the Agreement, Vendor shall maintain and implement a formal security program in accordance with industry standards (the "**Security Program**") that is designed to (i) ensure the security, Confidentiality and Integrity of Customer's data or information ("**Customer Data**") developed, received, accessed, or acquired by Vendor in performance of the services and all derivatives thereof, (ii) protect against threats or hazards to the security, Confidentiality and Integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Without limiting the scope of this Security Exhibit, Vendor shall require its employees, agents, representatives, subVendors, and any other party engaged by Vendor in support of the services provided to Customer ("**Vendor Parties**") to agree in writing to be bound by security terms no less restrictive than those contained in this Agreement, and Vendor shall be liable for the compliance of such Vendor Parties. The Security Program applies to the business computing environment of Vendor and the Vendor Parties in which Customer Data is stored, accessed or otherwise processed.

2.   **Unauthorized Disclosure.** If either party believes that there has been a disclosure of Customer Data to anyone other than Vendor or Vendor Parties, such party must promptly notify the other party. If either party intends to notify third parties of such disclosure of Customer Data, prior to such third-party notification, such party shall provide the other party written notice of such intent. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

3.   **Customer Data Storage.** Subject to the terms of this provision, Customer Data will be housed in a data center located in Canada. Vendor represents and warrants that Customer Data shall not at any time during the term of the Agreement, be accessed, transmitted, or temporarily stored by Vendor or its affiliates or subVendors outside Canada. Vendor shall encrypt in accordance with industry standards, or take other such reasonable security measures, to protect Customer Data in accordance with this Security Exhibit. Vendor will (i) comply with applicable laws related to the security and processing of Customer Data, and (ii) will reasonably cooperate with Customer in its compliance with applicable law.

4.   **Logical Access Controls.** Access to Customer Data by Vendor and Vendor Parties in support of the services provided to Customer by Vendor shall remain restricted on a "Need to Know" basis. When required, access will be granted based on the Least Privilege necessary to perform required business function on behalf of or in support of services provided by Vendor. At no time shall Customer Data be accessible by or available to any third party except where explicit written consent is provided to Vendor by Customer. Vendor shall maintain logical access controls no less than industry standard for the nature of the services provided by Vendor and appropriate for the legal requirements for the protection of Customer Data hosted, maintained, processed or otherwise accessed by Vendor and Vendor Parties.

5.   **Physical Access Controls.** Physical access controls shall be employed to restrict physical access to the hardware that accesses and or stores Customer Data to authorized Vendor and Vendor Party personnel who have a legitimate business need for such access. Vendor shall maintain physical access controls in the same manner which it maintains physical access controls with regard to its own information, but in no event shall such physical access controls be less than industry standard for the nature of services provided by Vendor to Customer.

6.   **Threat Management and Security Event Monitoring.** Vendor shall monitor security trends to maintain appropriate awareness of existing and emerging threats to the Confidentiality, Integrity and Availability of Customer Data. Vendor shall incorporate information related to threats both current and emerging into the Security Program to actively manage and minimize the risk to Customer Data. Vendor shall actively monitor the Vendor business computing environments for indicators of security events that could place the Confidentiality, Integrity or Availability of

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data security breach, whether actual or potential.

7.   **Incident Response.**   Vendor shall maintain an incident response program responsible for all Vendor computing resources that access, process, store, communicate or transmit Customer Data.   Vendor incident response program shall provide for a timely assessment and remediation of security events. The incident response program shall focus on minimizing the risk to Customer Data through the timely containment of security events, security event analysis and remediation planning, security event documentation and root cause analysis.

8.   **Information Protection.** Only Authorized Vendor Personnel using Vendor-supplied equipment may access Customer's computer network or systems. Vendor shall use only Customer approved remote network access technology to access Customer's computer network or systems. Customer retains sole discretion on remote access technology and will provide Vendor with thirty (30) days advance notice of changes to the remote access technology requirements. Prior to accessing Customer's computer network or systems, Vendor shall ensure all Vendor Parties are aware of and are prepared to comply with Customer's Acceptable Use Policy and Code of Business Conduct and Ethics. While connected to or using Customer's computer network and systems, Vendor shall not engage in any activity intended to disable or circumvent the security controls implemented by Customer. Customer Data used and/ or created throughout the term of the Agreement by Vendor shall remain with the Customer systems and network and shall not be stored on Vendor equipment or other non-Customer data storage devices unless otherwise explicitly agreed upon in writing prior to Customer Data leaving the Customer systems and/or network. Vendor will promptly notify Customer whenever any of the Authorized Vendor Personnel leave Vendor's employ or no longer require access to Customer's computer network or systems. Additionally, Vendor shall comply with the following requirements:
      i.   Vendor must have policies and procedures in place to ensure that industry standard commercial anti-virus software is installed and kept up to date on all Vendor equipment that is used to access Customer network or systems;
      ii.   Vendor must have policies and procedures in place to ensure that the latest security patches are applied in a timely manner to all Vendor equipment that is used to access Customer's network or systems;
      iii.   Vendor must use an industry standard commercial email filtering and anti-virus application; and
      iv.   Vendor must use an industry standard commercial web filtering software.

9.   **Definitions.**

"Authorized Vendor Personnel" is defined as those employees and personnel who are authorized to access Customer's computer network or systems. Vendor shall provide to Customer a written list of the names, titles and location of Vendor's employees and personnel that Vendor is requesting should have access to Customer's computer network or systems. Customer shall have the opportunity to review and approve the listing of Authorized Vendor Personnel. Vendor shall be solely responsible for ensuring that Authorized Vendor Personnel are not security risks.

"Confidentiality" is as defined in the Agreement.   In the absence of such definition in the Agreement, Confidentiality is defined as maintaining controls over Customer Data in a manner that strictly enforces a "Need to Know" level of access. The "Need to Know" must be based upon a defined business need and include actions required to be performed by or on behalf of Customer directly related to Customer business processes or in direct support of the services provided by Vendor to Customer.

"Integrity" is defined as the completeness and accuracy of Customer Data as entered, modified or updated in the Vendor environment.

"Availability" is defined as remaining available for use by Customer in the normal course of business, availability includes Customer Data, the associated storage devices, along with the associated hardware and software used to secure, access, or process Customer Data along with the associated communications channels managed by Vendor in support of services provided to Customer.

"Least Privilege" is defined as providing the lowest level of access privileges (read, write, modify, delete, etc.) to Customer Data required in order to fulfill daily responsibilities necessary to act on behalf Customer or in support of services provided to Customer by Vendor.

Exhibit 3

BULL & WADE

ATTORNEYS AT LAW, LLC

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Attorney
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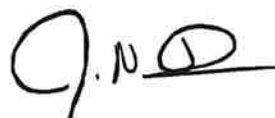**BARBARA WADE**
Attorney
daleattybwade@gmail.com

January 14, 2025

Mr. Chairman,

There is an upcoming business that concerns the County Commission that may be discussed the Tuesday, April 8th meeting of the Dale County Commission. I recommend that the Commission, during said meeting, move into executive session for the purpose of discussing the general reputation and character of individuals and legal options. The executive session is necessary at this time, because the discussions, if held in public, would disclose information protected by the Alabama Open Meetings Act, as authorized under Ala. Code 36-25A-7(a)(1) and (a)(3), which protects discussions with the Commission's attorneys when discussing ". . . with legal counsel the legal ramifications of and legal options for pending litigation, controversies not yet litigated, but imminently likely to be litigated, or imminently likely to be litigated if the government body pursues a proposed course of action."

Further, Mr. Chairman, due to the necessity to discuss how this legal matter may affect county resources and budgets, it is recommended that the County Administrator be present for this Executive Session.

Sincerely,

J. Nicholas Bull
County Attorney
Dale County