

**ARCHONSAFE LLC
MASTER LICENSE AGREEMENT**

This **MASTER LICENSE AGREEMENT** (the “**Agreement**”) is made as of _____, 2015 (the “**Effective Date**”) by and between ArchonSafe LLC, an Indiana corporation with its principal place of business at 1075 Broad Ripple Ave., Suite 347 Indianapolis, IN 46220 (“**Archon**”), and Whitestown Municipal Utilities, an Indiana Municipal Utility with its principal place of business at 6210 S. 700 E., Whitestown, IN 46075 (“**WMU**”).

Either of Archon and/or WMU may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Archon has developed and is the owner of a proprietary software system for cross connection control and backflow management services;

WHEREAS, WMU is a water utility that operates multiple utilities, including, but not limited to, water and wastewater utility services;

WHEREAS, WMU monitors its customers backflow test reports to ensure compliance with all applicable regulations;

WHEREAS, Archon wishes to offer, and WMU wishes to use and to enable its customers to use, Archon’s Backflow Software (as defined below) and Professional Services (as defined below), in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Archon and WMU, intending to be legally bound, agree as follows:

1. DEFINITIONS. In addition to other terms defined throughout this Agreement, the following definitions shall apply for this Agreement:

- 1.1. “**Agreement**” shall mean this written document, including all signature pages attached hereto.
- 1.2. “**Backflow Test Reports**” shall mean a report generated in accordance with IDEM 327 IAC 8-10.
- 1.3. “**Backflow Software**” shall mean the proprietary mobile application and website created, developed, and maintained by Archon and intended to be used solely for the purposes of submitting Backflow Test Reports and maintaining and analyzing all data associated therewith, including the documentation provided by Archon to WMU relating to the operation of the propriety mobile application and website, such as any user manuals or instructions and all updates thereto. Backflow Software does not include WMU Customer Information and/or Backflow Test Reports.

- 1.4. "Customer Backflow Database" shall mean an electronic database of WMU customer information specifically for customers who have backflow devices. The Customer Backflow Database will be created and maintained by Archon in accordance with all relevant provisions herein.
- 1.5. "Test Report Database" shall mean an electronic database of all Backflow Test Reports. The Test Report Database will be created and maintained by Archon in accordance with all relevant provisions herein.
- 1.6. "Tester Database" shall mean an electronic database of all validated and certified backflow testers. The Tester Database will be created and maintained by Archon in accordance with all relevant provisions herein.
- 1.7. "Professional Services" shall mean services rendered by Archon to WMU and its customers in connection with Archon's Backflow Software.
- 1.8. "Content" shall mean the information and data captured during implementation and needed for the operation of the Backflow Software. Content does not include WMU Customer Information or Backflow Test Reports.
- 1.9. "WMU Customer Information" shall mean the information or data provided to/from Archon from or on behalf of WMU or any WMU customer or their agents concerning backflow devices, testing results, and/or data otherwise required to be provided or maintained to/by WMU in the operation of its utilities, even though such information may be maintained or processed by Archon in its Professional Services to WMU.
- 1.10. "Third Party" shall mean any person or entity other than Archon, WMU, their employees, personnel, and affiliates, or either party's attorneys, accountants, or engineers in the normal course of its business operations (e.g., WMU's utility engineers that are regularly used in the operation of its utility and utility operation decision making).

2. SOFTWARE LICENSE.

- 2.1. Grant of License; Scope of Work. Subject to the terms and conditions of this Agreement, Archon grants to WMU a non-transferable, non-exclusive, perpetual license to use the Backflow Software only in a manner consistent with the terms set forth herein (the "License"). The parties shall mutually agree on a scope of work ("SOW") which shall detail the functionality of the Backflow Software, in general and from both the tester's perspective and the administrative perspective; reports content, databases, and reconciliation processes, data migration and synchronization; exception reporting; and other processes, functionality, and features of the Backflow Software and services to be provided by Archon consistent with this Agreement. The SOW shall further include timelines and other relevant milestones agreed by the parties.
- 2.2. Restrictions. WMU may not itself, or through any parent, subsidiary, affiliate, agent or other Third Party: (a) sell, lease, rent, display, license, sublicense, operate as a service bureau, or timeshare, the Backflow Software to any Third Party; (b) decompile,

disassemble, reverse engineer or circumvent any technological measure controlling access to the Backflow Software, in whole or in part; (c) modify the Backflow Software or write or develop, or cause to be written or developed, any derivative software or any other software program based upon the Backflow Software or any Archon Confidential Information, as defined below, or (d) provide, disclose, distribute, divulge, or make available to, or permit use of or access to the Backflow Software by any Third Party without Archon's prior written consent. Archon reserves the right to use any means reasonably available to it to verify that WMU's use of the Backflow Software comports with the terms and conditions of this Agreement and Archon may terminate any unlicensed use of the Backflow Software. Archon may not itself, or through any parent, subsidiary, affiliate, agent or other Third Party: (a) sell, lease, rent, display, license, sublicense, operate as a service bureau, or timeshare, the WMU Customer Information to any Third Party; or (b) provide, disclose, distribute, divulge, or make available to, or permit use of or access to the WMU Customer Information by any Third Party without WMU's prior written consent. WMU reserves the right to use any means reasonably available to it to verify that Archon's use of the WMU Customer Information comports with the terms and conditions of this Agreement and Archon may terminate any unlicensed use of the WMU Customer Information.

2.3. Limitations. Nothing in this Agreement shall be deemed to grant WMU, either directly or by implication, estoppel or otherwise, any license or rights to the Backflow Software other than those expressly granted in Section 2.1. By virtue of this Agreement, WMU acquires only the right to use the Backflow Software and does not acquire any other rights or ownership interests therein. All rights, title and interest in the Backflow Software and any improvements thereto (including without limitation improvements suggested by WMU's usage of the Backflow Software), shall at all times remain the property of Archon.

2.4. Source Code. In no way should the License granted in Section 2.1 above be interpreted to include any license to the source code of the Backflow Software.

3. BACKFLOW SOFTWARE PROGRAM, REPORTS, AND POLICY.

3.1. Backflow Software Program. No later than ninety (90) days of the Effective Date of this Agreement, the Archon Backflow Software shall be live and running, and backflow device testers shall begin submitting Backflow Test Reports using the Backflow Software (the "Launch Date").

3.2. Policy Implementation. No later than 30 days prior to the Launch Date, WMU will implement a policy requiring all certified testers of WMU's customers' backflow devices to use the Archon Backflow Software for submission of Backflow Test Reports (hereinafter the "Backflow Electronic Policy"); provided that nothing herein shall be interpreted as creating a contractual right in Archon to require WMU to take any action against or enforce any provision of the Backflow Electronic Policy, this Agreement, or any other applicable statute, ordinance, or regulation against any non-party to the Agreement. WMU may announce the Backflow Electronic Policy at any time following the Effective Date of this Agreement.

- 3.3. Report Fees. Archon will impose a fee of \$9.95 to each tester for each submission of each Backflow Test Report (hereinafter the "Report Fees"). The Report Fees are not a charge imposed by or through WMU. Archon will include notice of the Report Fees as part of Archon's education and training to certified backflow testers. During the initial three (3) years of the Term, unless otherwise accepted in writing by WMU, Archon shall not increase the fee charged to each tester for each submission.
- 3.4. Report Analysis. Archon shall be responsible for analyzing all Content included in the Backflow Software, including, but not limited to, analyzing all Backflow Test Reports and determining whether a Backflow Test Report indicates a customer passes or fails the required criteria (which shall be governed by all applicable state and federal laws and regulations).
- 3.5. Failed Tests. Except in the case of emergencies or as otherwise determined by WMU in its sole discretion, WMU customers who fail a Backflow Test will have fourteen (14) days to remedy all problems that gave rise to such failure. Except in the case of emergencies or as otherwise determined by WMU in its sole discretion, only through submission of a subsequent Backflow Test Report can a decision be made as to whether a customer is compliant with all applicable backflow rules and regulations. As between Archon and WMU, WMU shall be solely responsible for the decision of whether to execute water shut-off and/or reconnect procedures for any non-compliant WMU customer and shall notify Archon of any such decision in writing (e.g., email).
- 3.6. Failure to Submit Test Reports. Annually, Archon will mail to each customer in the Customer Backflow Database a letter reminding them of their responsibility to have their backflow device tested, by a certified tester. The letter will provide the customer 30 days to have the test performed and results submitted electronically to Archon. A second letter will be mailed for customers who do not respond with test results for their backflow device. The second letter will provide a legal citation to the applicable Indiana Code Sections, and consequences for non-compliance. The second letter will provide 14 days to respond. If a customer fails to respond to the second letter through submission of a Backflow Test Report through the Archon Backflow Software, WMU shall be responsible for the decision of whether and when to execute water shut-off and/or reconnect procedures for the non-compliant WMU customer. Archon shall maintain records for WMU accurately reflecting all customers to whom letters are sent, data regarding correspondence and Backflow Reports received from each customer.
- 3.7. No Fees to WMU. Archon shall not charge any fees to WMU for use of the Backflow Software by WMU employees or personnel acting on WMU's behalf or providing test results, and WMU shall not be responsible for any fees or charges owed to Archon by anyone, including but not limited to any fee or charges contemplated by this Agreement.
- 4. TESTING CONTRACTOR VALIDATION AND CERTIFICATION.** WMU will include the following requirements for all individuals who submit Backflow Test Reports as part of the Backflow Electronic Policy:

- 4.1. Timing of Validation. All testing contractors must be validated by Archon through the Backflow Software prior to being able to submit Backflow Test Reports on behalf of WMU customers.
- 4.2. Validation. To be validated, a tester must provide Archon with the following information: (a) name; (b) personal address or business address; (c) phone number; (d) email address; (e) tester backflow registration number and expiration date; (f) backflow gauge calibration serial number; (g) backflow gauge calibration expiration date; and (h) current copy of backflow gauge calibration certificate if deemed necessary and requested by Archon. Archon shall not be liable in any way if the data it receives from the State or the tester regarding backflow registration number and expiration date, backflow gauge calibration serial number, and backflow gauge calibration expiration date is incorrect in any way, unless Archon should have reasonably known such information was incorrect.
- 4.3. Registration. Upon validation, a tester will be considered a registered tester and, at that time, provided login credentials the tester will need to access and use the Backflow Software. The login credentials shall remain valid until the expiration of the tester's license or the expiration of the tester's gauge calibration, whichever is sooner. Archon shall be responsible for assuring expiration of the tester's license or gauge calibration results in expiration of login credentials and the inability of tester to submit Backflow Reports through the Backflow Software; however, except for liability and damages occurring as a result of Archon's errors, breach of its obligations of this agreement, and negligence or willful misconduct, Archon shall not be responsible to the extent any licensing or gauge calibration expiration date information provided to Archon by a Third Party is inaccurate, unless Archon should have reasonably known such information was inaccurate.
- 4.4. Maintaining Registration. The tester is required to submit to Archon renewal information upon expiration of license and device calibration. To minimize tester inefficiencies, Archon will allow expired registered testers to record and capture test results on Archon's software. This data can be subsequently downloaded only upon successful registration and updated login credentials. Upon submission and approval of renewal information, tester will be provided login credentials for use with the Backflow Software.
- 4.5. Training. Archon shall provide training sessions to testing professionals who submit Backflow Test Reports on behalf of WMU's customers.
- 4.6. Test Report Submission and Tester Access. A validated certified tester will be charged the Report Fees by Archon set forth in Section 3.3 for each Backflow Test Report submitted using the Backflow Software. The Report Fees will be due at the time of submission, and no Report will be deemed submitted until payment is received by Archon. If a report is submitted in any form other than through the Backflow Software program, it will not be accepted, and the testers shall be responsible and liable as may be provided by applicable law for any harm caused to Archon, WMU or WMU customers' business as the result of the testers' failure to properly submit a form. The testers shall pay all applicable fees using any valid American Express, Visa, Discover, or MasterCard

credit card. Test credits can also be pre purchased by credit card. If a tester submits any report using a payment method that is later rejected, the tester will be precluded from submitting any additional Reports until the tester has paid off all outstanding fees. When using the Backflow Software, validated certified testers will only be able to: (a) submit Backflow Test Reports; (b) view past submissions; (c) pay off any outstanding account balances; and (d) view the status of all applicable licenses and all applicable expiration dates. Neither Archon nor WMU shall be responsible in any way to any WMU customer for a tester's failure to timely submit a Backflow Test Report.

5. DATA MIGRATION AND SYNCHRONIZATION.

5.1. Initial Data Transmission. Within thirty (14) days of the Effective Date of this Agreement, WMU shall provide to Archon all existing customer backflow data in .csv electronic format. Any additional test reports received by WMU after this initial transmission of data shall be provided to Archon, in either paper format or electronic format. Archon shall be responsible for promptly incorporating all such data into the Backflow Software prior to the Launch Date. Any paper tests that were received prior to 14 days of Effective Date are the responsibility of WMU to be input.

5.2. Data Synchronization. Within 90 days of Effective Date, the Parties will finalize a data synchronization protocol between WMU's customer information system and the Archon Backflow Software in a manner that will provide daily synchronization capability between the same and access to the same by both Archon and WMU employees and contractors. Data synchronization need not be complete as of the Launch Date. And in the event that data synchronization is delayed by no fault of either Party, the Parties will work together to identify a solution agreeable by all Parties, and do so in a timely and efficient manner. WMU shall have the option to determine that synchronization is not necessary.

6. STATUS AND EXCEPTION REPORTS. Archon shall provide WMU access to electronic reports regarding the status of whether each WMU customer passed or failed its Backflow Test ("Status Reports") as well as reports summarizing any changes or modifications that were made to WMU's customers' data ("Exception Report"). WMU shall be responsible for updating its customer information system with the data provided in the Exception Reports as WMU feels is appropriate. Archon shall, upon request by and at no cost to WMU, reconcile customer lists, totals of reports (failures and passes) and no-reports, and otherwise provide all data, reports, analysis and assistance necessary to enable WMU to access failed tests, passed tests, indications that no test was performed, and discrepancies in data (reports being submitted to customers not found in database, etc.).

7. MARKETING.

7.1. Website Design. Archon shall be responsible for the design of the Backflow Software and the publicly available website to be used in conjunction with the Backflow Software, provided, however, that Archon requests and obtains approval from WMU of the design prior to launch, which WMU shall not unreasonably withhold.

7.2. Links to Archon Website. WMU will provide, on relevant areas of its website as determined by WMU in its sole discretion, a URL link to the Archon website.

7.3. Press Releases. WMU shall be responsible for publishing any press releases about the initial launch of the Backflow Electronic Policy. Archon's marketing department may make subsequent press releases about the Backflow Electronic Policy provided that Archon requests and obtains approval from WMU prior to the release of marketing materials. Customary communications with WMU customers or backflow testers as a part of Archon's services to WMU (i.e., non-marketing materials) do not separately require prior approval of WMU.

8. CUSTOMER RELATIONS.

8.1. Customer Letters. Archon shall be required to send all communications to WMU customers in a form acceptable to WMU and to keep a communication log of all such customer communications, which shall be provided to WMU on a monthly basis. WMU will provide branded #10 windowed envelopes for all letters to be sent as a part of the Professional Services.

8.2. Failure Notices. In the event Archon is required to inform a WMU customer that said customer has failed a Backflow Test, Archon shall use a form of communication (e.g., a different colored envelope or an appropriate designation on the envelope) that alerts the customer.

8.3. Customer Service Hotline. Archon shall be responsible for maintaining a toll-free customer service hotline available to all WMU customers and certified testers to address any concerns about the Backflow Software, the Backflow Test Reports, and any similar inquiries. Archon will endeavor to maintain caller hold times consistent with or better than WMU hold times. Archon shall be responsible for staffing the toll-free customer service call center during normal business hours.

9. **CUSTOMER SHUT-OFF.** As between Archon and WMU, WMU shall be solely responsible for, and assume all liability associated with shutting off and/or reconnecting a WMU's customer's water upon receipt of an accurate notification from Archon that a customer's backflow device is non-compliant. Archon shall be responsible for allowing access to an accurate report of WMU customers who are non-compliant and due for shut-off. For the sake of clarity, Archon cannot be responsible, except for liability and damages occurring as a result of Archon's errors, breach of its obligations of this agreement, and negligence or willful misconduct, for any data inaccuracies in any such report if the inaccurate data was provided to Archon by WMU.

10. **INTELLECTUAL PROPERTY RIGHTS.** WMU acknowledges that as between Archon and WMU, all intellectual right, title and interest in and to the Backflow Software, Professional Services, and Content, and any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied in or associated with any of the foregoing, is and will remain Archon's, and this Agreement in no way conveys any right or interest in the Backflow Software, Professional Services, or the Content other than a limited right to use them

in accordance herewith, and (b) Archon asserts that the Backflow Software, Professional Services, and the Content embody valuable confidential and secret information of Archon, the development of which required the expenditure of considerable time and money.

11. CONFIDENTIALITY; DATA SECURITY. In the course of performance of this Agreement, both Parties acknowledge that each will obtain or gain access to non-public information that may be confidential and proprietary to the other ("Confidential Information"). "Confidential Information" does not include information that is subject to disclosure under public access laws. Except as otherwise provided by law, the Parties agree that, at a minimum, any Archon intellectual property (including without limitation the Backflow Software) and any WMU data that are not otherwise publicly available or subject to disclosure under public access laws, are to be treated as Confidential Information. Except as otherwise provided by law, each Party will (a) only use the other Party's Confidential Information for the purposes contemplated by this Agreement; (b) not use for its own benefit or knowingly disclose to, or use for the benefit of, any other person any Confidential Information without the other Party's prior written consent; (c) use at least the same degree of care and caution to protect the other Party's Confidential Information from disclosure that it employs with respect to its own Confidential Information, but in no event less than a reasonable degree of care and caution; (d) disclose Confidential Information only to those of its employees, agents, consultants or contractors who require access to it in order for the Party to be able to perform its obligations or exercise its rights under this Agreement or applicable law, or pursuant to a public records request under applicable law. This Section will not apply to any information (other than WMU data of or concerning customers) which (i) is or becomes publicly available through no fault of the receiving Party; (ii) is already in the receiving Party's possession without restriction on disclosure; (iii) is independently developed by the receiving Party without use of the Confidential Information of the disclosing Party; or (iv) is rightfully obtained by the receiving Party from a Third Party without violating the rights of the disclosing Party. For clarity, WMU data and all WMU customer data shall be the Confidential Information of WMU but not Confidential Information of Archon, and Archon shall not use the WMU data or any WMU customer data for any purpose other than to provide the services and otherwise perform its obligations hereunder. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prohibit WMU from disclosing confidential information as required by law, including but not limited to under the terms of I.C. 5-14-3-1, et seq. In the event Archon desires WMU to withhold information following receipt of a public records request, Archon shall (i) defend and hold harmless WMU against any and all claims arising out of, as a result of, or otherwise relating to a claim that WMU is obligated to disclose information that Archon claims is Confidential Information (including, but not limited to, in any complaint to the Public Access Counselor), and (ii) indemnify WMU for all reasonable costs, including, but not limited to, reasonable attorneys' fees incurred by WMU as a result of any and all such claims.

12. LIMITED WARRANTIES, LIMITATIONS OF LIABILITY, INDEMNITY, AND INSURANCE.

12.1. Warranties of WMU. WMU represents, warrants, and covenants that: (a) WMU has been authorized by the Whitestown Town Council to enter into this Agreement, though WMU makes no warranty of applicable law; and (b) WMU is the owner, licensee of, or is not

knowingly prohibited from providing to Archon all data that will be provided by WMU to Archon pursuant to the terms hereof; and (c) such data does not and will not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right of any Third Party. WMU agrees to defend, indemnify, and hold harmless Archon, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and charges and court costs) arising out of any Third Party claims, suits or proceedings alleging facts that would be a breach of these warranties.

12.2. Warranties of Archon. Archon represents and warrants that: (a) it has the power and authority to enter into this Agreement; (b) the Backflow Software and Professional Services provided in a professional and workmanlike manner and shall be in accordance with the practices and quality standards reasonably applicable to similar services; (c) Archon will use commercially reasonable efforts to make the Backflow Software and Professional Services available at all reasonable times; (d) Archon is the owner, licensee of, or is not knowingly prohibited from providing to WMU all data that will be provided by Archon to WMU or intellectual property claimed by Archon pursuant to the terms hereof; and (e) such data or intellectual property does not and will not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right of any Third Party. Archon agrees to defend, indemnify, and hold harmless WMU, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and charges and court costs) arising out of any claims, suits or proceedings alleging facts that would be a breach of these warranties. In the event of a breach of the warranties in subparts (b) or (c) of this Section, Archon will, at its option, either (i) repair the Backflow Software at no charge; or (ii) replace the Backflow Software at no charge, in each case provided WMU notifies Archon in writing of the alleged breach within the warranty period and provides Archon with documentation with respect to the failure. However, any misuse, improper operation, failure to use the Backflow Software in accordance with the terms of this Agreement by WMU will void the limited warranty in subparts (b) or (c) of this Section.

12.3. Mutual Indemnification. WMU shall indemnify and hold Archon, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all Third Party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of any WMU data provided by WMU to Archon infringes the rights of, or has caused harm to, a Third Party; (ii) a claim, which if true, would constitute a violation by WMU of WMU's representations and warranties; or (iii) a claim arising from the breach by WMU of this Agreement, provided in any such case that Archon (a) gives written notice of the claim promptly to WMU; (b) gives WMU sole control of the defense and settlement of the claim (provided that WMU may not settle or defend any claim unless WMU unconditionally release Archon of all liability and such settlement does not affect Archon's business or the Backflow Software); (c) provides to WMU all available information and assistance; and (d) has not compromised or settled such claim. WMU shall have no indemnification obligation for claims arising from any infringement arising from the combination of any WMU data with any of Archon's products, services, hardware or business process(es) except if the WMU data is designed for or intended to be used in connection therewith.

Archon shall indemnify and hold WMU and WMU's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging the improper use, exposure, loss or allowance of access to any WMU data or WMU customer data; (ii) a claim, which if true, would constitute a violation by Archon of its representations or warranties; (iii) a claim arising from a failure by Archon to carry out its duties hereunder or arising from a breach of this Agreement by Archon; or (iv) a claim alleging the Backflow Software, the use thereof, or Archon's services provided hereunder misappropriate or infringe the intellectual property or proprietary rights of, or has caused harm to, a third party; provided that WMU (a) promptly give written notice of the claim to Archon; (b) give Archon sole control of the defense and settlement of the claim (provided that Archon may not settle or defend any claim unless it unconditionally releases WMU of all liability); (c) provide to Archon all available information and assistance; and (d) have not compromised or settled such claim. Archon shall have no indemnification obligation for claims arising from any infringement arising from the combination of the Backflow Software with any of WMU's products, services, hardware or business process(es) except if the Backflow Software is designed for or intended to be used in connection therewith.

12.4. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING OR RELATING TO THE SERVICES OR TO ANY OTHER MATERIALS, GOODS OR SERVICES FURNISHED TO WMU OR ARCHON HEREUNDER OR IN CONNECTION HERewith. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WMU AND ARCHON SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Insurance. Archon shall maintain, at Archon's sole cost and expense, such insurance as will provide protection from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to employees and all others; and from claims for damages to property, any or all of which may arise out of or result from Archon's operations under this Agreement, whether such operations be by Archon or by any subcontractor or anyone directly or indirectly employed by either of them.

Archon shall furnish WMU with a certificate of insurance, from companies satisfactory to WMU, evidencing coverage of not less than the following limits of liability and listing WMU as an additional insured on a primary and non-contributory basis on all policies except Workers' Compensation:

Standard Workers' Compensation & Employer's Liability:	
Workers Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

Commercial General Liability
(including, but not limited to, bodily injury, personal injury, property damages, contractual liability, and products-completed operations):

General Aggregate Limit	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Comprehensive Automobile Liability
(including coverage for liability arising out of owned, non-owned and hired autos and for bodily injury and property damage):
Each Accident \$1,000,000

Other Coverages:
Professional Liability \$1,000,000
(including errors & omissions)

All such insurance policies shall be endorsed to provide a ten-day written notice of cancellation to the WMU—and, if any of Archon's insurers fail or refuse to provide any such written notice to WMU, then Archon itself shall be obligated to provide the notice. The Comprehensive General Liability policy and the Umbrella Liability policy shall contain contractual liability coverage for any indemnity obligation undertaken herein. Nothing herein shall be interpreted as creating an employment relationship between WMU and Archon or any Third Party.

13. TERM. This agreement commences on the Effective Date. The Term of this Agreement shall be one (1) year from the Effective Date and shall automatically renew for a subsequent one (1) year periods unless either Party notifies the other Party in writing at least ninety (90) days prior to the next-scheduled renewal date of its desire to re-negotiate any of the terms of this Agreement or its intention not to renew this Agreement.

14. TERMINATION.

14.1. For Cause. Either Party may terminate this Agreement for reasonable cause in the discretion of the terminating party provided that the terminating Party provides 90 days written notice of its intent to terminate and the specific reasons and evidence supporting the same that gave rise to the cause for termination. The terminating Party must allow the other Party the opportunity to cure the reason(s) identified by the terminating Party as cause for termination, and to do so within thirty (30) days of receiving written notice from the terminating Party of its intent to terminate; if cured to the other Party's satisfaction, this Agreement shall remain in effect. Upon termination, and except as set forth in Section 14.3, neither WMU nor any of its customers representatives shall continue to have access to Archon's Backflow Software, and Archon shall no longer be responsible for any reporting, tracking, or any other obligations set forth herein. Termination of this Agreement will not affect any rights accrued prior thereto.

14.2. Material Breach. Either Party may terminate this Agreement upon written notice in the event of a material breach of this Agreement, provided that if such breach is capable of being cured and is cured within thirty (30) days of the aggrieved Party's written notice, this Agreement shall remain in effect. Without limitation, any unauthorized use of Archon's Backflow Software will be deemed a material breach of this Agreement. Upon Termination, neither WMU nor any of its customers shall continue to have access to Archon's Backflow Software. Termination of this Agreement will not affect any rights accrued prior thereto.

14.3. Obligations at Termination. Upon termination of this Agreement for any reason, Archon will provide to WMU, at no charge, files of the Tester Database, the Customer Database and the Test Report Database within one-hundred and eighty (180) days of termination. The files shall be delivered in electronic format readily readable and usable by WMU in its backflow compliance monitoring without using the Backflow Software (ie, in .pdf format). For clarity, it is the intent that upon termination Archon will provide the data maintained by Archon on behalf of WMU in a manner and format that permits WMU to continue its own backflow prevention monitoring and compliance program, and identify customer history, without interruption or unreasonably delay. Following transfer of all such files, WMU agrees and acknowledges that Archon has no obligation to retain the Test Report Database the Customer Database and the Tester Database, and may delete such data ninety (90) days following transfer and written acknowledgement of safe receipt and acceptance of the same by WMU.

15. MISCELLANEOUS PROVISIONS.

15.1. Survival of Obligations. Sections 2.2, 2.3, 2.4, 6, 9, 10, 11, 12, 14, 15.2, 15.3, and 15.7 will survive termination of this Agreement.

15.2. Assignment. This Agreement will be binding upon Archon's and WMU's successors or permitted assigns. Either Party may not assign this Agreement or any rights granted hereunder without the express written consent of the other Party (which the other Party may grant or withhold in its reasonable discretion), and any attempted assignment in violation of the foregoing will be void and of no effect, provided, however, that either party may assign this Agreement without notice to a substitute party as a part of the sale of its business or transfer of substantially all of its assets and in which the substitute party agrees to be bound by and accept responsibility for the terms and obligations hereof.

15.3. Relationship of the Parties. Archon and WMU are independent entities, and nothing in this Agreement will be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party will make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other Party's name or on its behalf.

15.4. Notice. All notices given under this Agreement will be given in writing, will reference this Agreement and will be deemed to have been delivered and given when delivered (i) personally; (ii) by registered or certified U.S. mail, return receipt requested, postage and charges prepaid; or (iii) by a commercial overnight courier, with written verification of receipt.

All communications will be sent to the addresses set forth at the beginning of this Agreement or to any replacement address of which the other Party has been given notice in accordance with this Section 15.4.

15.5. Entire Agreement; Modifications. This document and WMU's Uniform Seervice Agreement Addendum contains the entire agreement between the Parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the Parties. This Agreement may be modified only by a written instrument signed by an authorized representative of each Party.

15.6. Severability. In the event that any provision or any part of any provision of this Agreement is for any reason deemed void or unenforceable in any respect, such voidness or unenforceability will not affect any other provision of this Agreement.

15.7. Governing Law. This Agreement will be governed by the substantive laws of the State of Indiana; and each party hereby submits to the exclusive jurisdiction of the federal and state courts located in Indiana for purposes of any actions or disputes related to this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties understand and acknowledge that WMU is an Indiana municipal utility and is accordingly limited and bound by various procedural and substantive restrictions and requirements under applicable laws, ordinances, resolutions, rules, and regulations, which govern the services and authority of WMU and supersede any terms, agreements, or understandings inconsistent therewith.

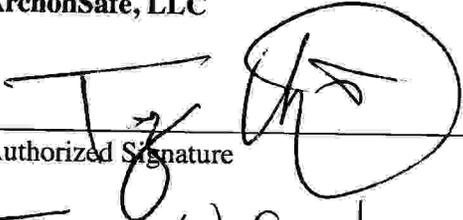
15.8. Force Majeure. In no event will either party be liable for any delay or failure to perform under this Agreement that is due to causes beyond the control of such party.

[Remainder of this page intentionally left blank]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT,
UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ArchonSafe, LLC

Authorized Signature


Tony Unfried
Name (Print or Type)

Title

CEO

Date

5/4/15

WMU

Authorized Signature

Name (Print or Type)

Title

Date