



RFQ#: TV10 24/7 BROADCAST INTERFACE

FOR: TV10 24/7 Broadcast Interface

November 18, 2010



eric@weathermetrics.com

1.800.869.6629

PROPOSED SOLUTION:

Weather Metrics will provide a fully-automated “channel in a box” solution to create a turn-key local news, weather and information channel for TV10. Weather Metrics will work with TV10’s staff to help create an aesthetically pleasing broadcast look with custom TV10 graphics and branding. The solution provides a web-based secure login to change content. Content changes can be made by the City of Charlottesville staff or by Weather Metrics technicians. The Weather Metrics support team will help maintain the channel and can help implement any requested changes.

The Weather Metrics solution will provide a system capable of squeezing back an existing video feed in the main video window or of populating the main video window with recorded video clips or a slide show. The system can be scheduled to automatically switch between these different sources of content in the squeeze back window.

The Weather Metrics solution will provide National Weather Service data feeds, to provide live and forecast conditions from the Charlottesville viewing area. The forecast data can be presented in a “7-Day” or “5-Day” graphical format in a window on the screen. The system can also display live weather conditions from the Charlottesville area and surrounding cities.

The system will alert viewers of Emergency Alerts issued by the National Weather Service or other Government Agencies via the Government provided CAP feed. The system can run a special crawl to alert viewers of the emergency. In addition to showing alerts in the ticker, other types of information can be displayed when an alert is not present, such as community information.

Additionally, the system has the capability to ingest a wide variety of information from the City of Charlottesville website and other data sources into the crawl or other graphical zones, such as a community calendar.

Weather Metrics will provide shipping, training, and support to create a reliable solution that will keep the channel running with little need for regular maintenance.



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PRICING SCHEDULE

| RFQ# <u>TV10 24/7 BROADCAST INTERFACE</u> | | | | |
|---|-----|---|------------------------|---------------------|
| Qty | UOM | Description | Unit Price | Extended Price |
| 1 | EA | 24/7 Broadcast Interface as specified in the RFQ. This price shall include installation, training, and shipping. Manufacture: See Equipment List Below | \$ 8,000.00 | \$ 8,000.00 |
| 1 | EA | Monthly Data Subscription Fee Indicate minimum contract period: 18 Months | \$500.00/month | \$9,000.00 |
| 1 | EA | Yearly Maintenance and Support | \$ 0 | \$ 0 |
| <i>Award)</i> | | | <i>TOTAL (Basis of</i> | <i>\$ 17,000.00</i> |

State your earliest firm delivery or performance date. This date may be a factor in making the award. 30 Days after contract execution.

24x7 Weather.Net™ System Proposal

Base System:

- Pentium 4, 2.3 Gig, PCI bus, server based computer system including 1 gig ram, 18 gig SCSI HD, 40 gig IDE HD, CD/RW-ROM, modem, 10/100 NIC Card, 15" monitor, enhanced mouse and keyboard
- Matrox, NTSC, graphics card
- 24x7 Weather.Net™ Software Package
- Severe Weather.Net Software Package
- LIVE Weather INTERNET Software Package
- Microsoft XP

Installation and Training (1 trip - 1 day):

- Computer installation assistance
- Training on system software and hardware
- On-line training
- Set up and Initial System Configuration Support

System Support:

- Setup and Support of data ingest from the web or city data feeds.
- Ongoing System Configuration Support (four changes per year included in package)
- LogMeIn Screen Share Licensing Software Fee & Support
- Software Licensing (Microsoft & Weather Metrics)
- Software Support
- Software Upgrades
- Maintenance of computer equipment (parts for term of contract)

Data Feeds:

- National Weather Service Metar Weather Data Feed
- 5-7 Day Forecast Graphics
- National Weather Service 99 parameter severe weather crawl



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SUBSCRIPTION AGREEMENT

24x7 Weather.Net™ System

This contract is entered into by and between WEATHER METRICS, INC. (“SELLER”) and CITY OF CHARLOTTESVILLE (“CUSTOMER”) on this 18th day of November, 2010. This contract becomes effective when signed by both parties.

| | | | |
|-------------|---------------------------|----------|---|
| “CUSTOMER”: | City of Charlottesville | Phone: | (434) 970-3129 |
| | PO Box 911 | Fax: | (434) 970-3890 |
| | Charlottesville, VA 22902 | Contact: | Ric Barrick Director of Communications |

CAPITAL PURCHASE PRICE: \$ 8,000.00

SUBSCRIPTION FEE PRICE: A subscription fee of \$ 500.00 (five hundred dollars and no/100’s) per month will be charged for the 24x7 Weather.Net™ System for 18 months.

SCHEDULE: Please see attached Equipment Schedule.

SOFTWARE LICENSE: The system involves a single copy software license granted by “SELLER”. The software in this system is licensed only to “CUSTOMER”; it is not sold, but remains the property of “SELLER”.

TERMS: The terms of payment shall be:

- \$ 4,000.00 (Four thousand dollars and no/100’s) due upon signing of this contract.
- \$ 4,000.00 (Four thousand dollars and no/100’s) due upon delivery of equipment.
- \$ 500.00 (five hundred dollars and no/100’s) payable monthly for 18 months, starting the first day of the month following delivery of computer equipment.

Standard conditions as set out on the attached pages and any attached addendum are incorporated herein.

Confidential

SUBSCRIPTION AGREEMENT

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24X7 WEATHER.NET™ SYSTEM CONDITIONS

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:

"SELLER" hereby warrants to "CUSTOMER:"

- (a) That "SELLER" either owns or has the right to license or sublicense the software and all property included in the software.
- (b) That all hardware and software (the "Product") sold pursuant to this Agreement shall be free from defects in material and/or workmanship for a period of one year from delivery to "CUSTOMER" (the "Product Warranty Period"). "SELLER'S" sole obligation and liability under this subparagraph (b) shall be to repair and/or replace, at its sole and exclusive option and expense, any Product or part thereof, which is not free from defects in material and/or workmanship during the Product Warranty Period. The warranty provided under this subparagraph (b) shall be void if: (1) Product is materially misused, abused, damaged or used for other than its intended purpose; (2) Product is not installed, maintained and operated in material accordance with "SELLER'S" written instructions; (3) if any party, other than "SELLER" or a "SELLER"-approved third party provides any replacement parts; (4) if any repair work is performed on Product which is not authorized by "SELLER;" or (5) "CUSTOMER" does not notify "SELLER" of any warranty claim under this subparagraph (b) within five business days following the end of the Product Warranty Period. "CUSTOMER" shall allow "SELLER" full and complete access to Product at all times upon reasonable notice and subject to "CUSTOMER'S" security requirements for purposes of repairing and/or replacing defective Product or parts thereof under this subparagraph (b).
- (c) That the Product is designed to be used prior to, during, and after the calendar years 2000 and 2001 A.D., and that the Products will operate during each such time period without error or interruption relating to the date data, including, without limitation, any error or interruption relating to, or the product of, date data which represents or references different years, centuries, more than one century, or a leap year, in any level of software delivered by "SELLER" to "CUSTOMER." The correction and elimination of any errors or interruptions which result in a breach of this subparagraph (c) shall be of the utmost priority to "SELLER" which shall correct any such errors or interruptions at no cost whatsoever to "CUSTOMER." "SELLER'S" sole obligation and liability under this subparagraph (c) shall be to remedy any such errors or interruptions which result in a breach of this subparagraph (c).
- (d) All warranties involving third party-hardware and -software shall be transferred and assigned by "SELLER" to "CUSTOMER."
- (e) That "SELLER" cannot disable or otherwise cause the software or the hardware to function in a manner other than in accordance with its intended use or any performance specifications provided to "CUSTOMER."
- (f) That the software provided hereunder will perform in conformance with its intended use and any performance specifications provided by "SELLER" to "CUSTOMER."
- (g) That "SELLER" shall respond in a reasonable timeframe to "CUSTOMER'S" maintenance needs.

"SELLER" specifically disclaims all other warranties, expressed or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose with respect to defects in the Products.

SUBSCRIPTION AGREEMENT

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IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT REGARDLESS OF TYPE OF CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOFTWARE:

The software enclosed in this package is copyrighted material owned by "SELLER". The "CUSTOMER" is granted a limited license to use the software, 24x7 Weather.Net™ to generate a broadcast signal in the Phoenix, NV television Demographic Marketing Area (Phoenix DMA) and where "CUSTOMER'S" signal is significantly viewed. This limited license grants the right to deliver the television signal generated by the software via analog and digital broadcast signal to the Phoenix DMA, and on "CUSTOMER'S" world-wide website. The license also grants the rebroadcast of the signal, via analog or digital signal, on local cable companies in the Phoenix DMA in partnership with the local cable company/s. Except as explicitly allowed above, the signal may not be distributed to any other DMA in any form or by any other method.

Once "CUSTOMER" has paid the required single copy license fee, "SELLER" grants to "CUSTOMER" a license to use the software for the term of this Agreement and subject to the conditions and limitations contained herein, provided "CUSTOMER" does not violate the copyright and "CUSTOMER" follows these simple rules.

"CUSTOMER" may use the software on any computer for which it is designed so long as no more than one person uses it at any one item. "CUSTOMER" must pay for additional copies of the software if more than one person will be using it at the same time on one or more computers.

"CUSTOMER" may make no more than three (3) copies of the licenses software for backup purposes and all such copies, together with the original, must be kept in "CUSTOMER'S" possession or control.

"CUSTOMER" may not make any changes or modifications to the licensed software, and may not decompile, disassemble, or otherwise reverse-engineer the software. "CUSTOMER" may not rent, lease, or sell it to others or allow others to use it. "CUSTOMER" may not use it on a computer network unless only one person can use it at a time.



SUBSCRIPTION AGREEMENT

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EQUIPMENT OWNERSHIP:

Weather Metrics, Inc. "SELLER" retains all ownership of all computer equipment supplied by Weather Metrics, Inc. in conjunction with this contract and all equipment is to be returned to Weather Metrics, Inc. in good condition, reasonable wear and tear accepted, at the termination of this agreement.

OPTION TO RENEW:

The "CUSTOMER" may elect at any time during the 3rd year of this Agreement, but no later than 90 days prior to expiration, to renew the Agreement for another three-year period as long as their account is current, there is no pending litigation between the "SELLER" and "CUSTOMER" and the 24x7 Weather.Net™ System is being used regularly on-air. If "CUSTOMER" does not notify the "SELLER" 90 days prior to the expiration of the Contract, the Contract will automatically renew for a three-year period as per the agreement. The contract will be extended for an additional three-year period at the current/prevaling Weather Metrics, Inc. monthly subscription fee.

INTEREST AND FEE:

Any amounts not paid when due hereunder shall bear a service charge at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, until paid in full. (Not to exceed the maximum legal limit in this state.) "CUSTOMER" and "SELLER" hereby agree that the losing party, whether suit is filed or not, will pay all reasonable costs, expenses and attorneys' fees, related to the enforcement of this agreement.

JURISDICTION:

By the execution of this agreement and the terms and conditions of sale contained herein, "SELLER" and "CUSTOMER" hereby consent to the jurisdiction of the defending party.

ENTIRE AGREEMENT:

This agreement, together with the addendum attached, if any, constitutes the sole and entire sale agreement between "SELLER" and "CUSTOMER" and none of the terms and conditions contained herein may be added to, deleted, modified, or altered except by written instrument signed by "SELLER" and "CUSTOMER". There are no oral understandings, representations, or agreement relative to this agreement, which are not fully expressed herein. Prior to execution; pricing is only effective for thirty days from the date of origination of this contract.



SUBSCRIPTION AGREEMENT

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BINDING AGREEMENT:

The terms and conditions of this contract shall be binding upon and inure to the benefit of “SELLER”, “CUSTOMER”, and their respective successors and assigns.

“SELLER”:
WEATHER METRICS, INC.

“CUSTOMER”:
CITY OF CHARLOTTESVILLE

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



ADDENDUM 1

24x7 Weather.Net™ Subscription Agreement

1. "CUSTOMER" agrees that if it or its assets are sold in any manner whatsoever, this Contract shall remain the obligation of "CUSTOMER" and any party purchasing "CUSTOMER'S" assets will be required to succeed to and be bound by the terms and conditions of this Contract. Any such succession shall not, without the consent of "SELLER", relieve "CUSTOMER" of liability hereunder.
2. "SELLER" agrees that "CUSTOMER" may elect not to use the "24x7 Weather.Net™" trademark in connection with its use of the System, but must in so doing, acknowledge "SELLER" as the developer of the System and holder of all proprietary rights to the System by displaying the Weather Metrics name and trademark on all on-air displays and referencing the system. If "CUSTOMER" elects not to use the "24x7 Weather.Net™" trademark, but instead separately operates the System under another name, whether or not trademarked, "CUSTOMER" agrees that "SELLER" has the right, as long as an active contract is in force plus an additional three year period, to use the particular name trademarked and utilized by "CUSTOMER" in connection with its use of the System in connection with all of its future advertising and sales.
3. "SELLER" agrees to deliver the equipment the "CUSTOMER" purchased hereunder in stages as follows: computer system, video card, computer software, and training on the System and up to two weather stations, if purchased, upon initial delivery.
4. This agreement shall remain in force and "CUSTOMER" retains the rights to the 24x7 Weather.Net™ System™ upon the change over to the Digital Domain at the time of such occurrence, if such occurrence is during the term of this agreement.
5. Information and data generated by the 24x7 Weather.Net™ system is for the exclusive use by the 24x7 Weather.Net™ system and may not be used for other purposes without the written consent of "SELLER".
6. "CUSTOMER" will hold harmless the "SELLER" and be responsible for receiving permission to use, as deemed necessary by the "CUSTOMER", any and all data that will be displayed, integrated, or used with the 24x7 Weather.Net™ system, including but not limited to, raw weather data, video files, data supplied by other computer systems, data supplied by WSI, Weather Central, ADC Radar, Barons Radar, Barons Weather Net products, Automated Weather Source (AWS), AccuWeather and Meteorologix.
7. 24x7 Weather.Net™ is designed as a content management system. "CUSTOMER" is responsible for obtaining the rights, permissions, licenses for any and all data that "CUSTOMER" will be processing and utilizing in conjunction with the 24x7 Weather.Net™ system. "SELLER" is not providing any content, unless expressly outlined in this agreement, and shall be held harmless by "CUSTOMER" in any action arising from the use or misuse by "CUSTOMER" of the content being utilized by the 24x7 Weather.Net™ system.

"SELLER":
WEATHER METRICS, INC.

"CUSTOMER":
CITY OF CHARLOTTESVILLE

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

By: _____
 Printed Name: _____
 Title: _____
 Date: _____