

BSI ONLINE SUBSCRIPTION AGREEMENT

Effective this 1 day of March, 2014, Backflow Solutions Inc., an Illinois corporation (BSI) and the City/Village of Antioch, State of Illinois, BSI will perform certain notification and data management functions on behalf of the Municipality and the Municipality will provide BSI with the information described hereafter, and require that all companies that perform mandated backflow assembly tests within the Municipality be directed to the BSI website to enter the result of each Backflow Test performed within the Municipality.

1. **BSI Responsibilities.** In addition to any other responsibilities set forth elsewhere in this Agreement, BSI shall through the use of its proprietary software, BSI Online.

(a) Maintain the Online Database to insure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where Testers shall input all data related to Backflow Tests they conduct within the Municipality. The website and all subsequent information will be stored safely and securely.

(b) Send up to two (2) notices to water customers that have Assemblies, advising them that their Assembly is due for testing. The "Test Due Notice" shall be mailed approximately 30 days prior to the scheduled test date. The second notice (the "Overdue Notice") shall be sent after the Test Date has passed if Backflow Test results have not been entered to the Online Data Base. The Overdue Notice will advise the water customer of its delinquent test status. BSI shall immediately transmit an electronic copy of each Test Report to the Municipality. To facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, provided that information is available to BSI. At the time the Test Due Notice is mailed to the water customer, BSI will also transmit a notice to the last Tester of record advising that Tester that the water customer's assembly is due to be tested (the "Tester Notification"). The Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the Municipality. All information contained with-in BSI Online will remain the property of the Municipality. As such, the Municipality will have access into the program to view all transactions. The Municipality will also receive copies of all submitted backflow test reports in order to maintain compliance with the state regulatory agencies.

2. **Inducement.** Municipality acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, BSI will charge the sum of \$12.95 (the "Data Entry Charge") for each Test Report submitted to the Online Data Base. The Data Entry Charge shall be paid (by the 'tester') prior to uploading the test data to the Online Data Base. Additional cost will be rebated back to the municipality less credit card processing fee on a monthly basis.

3. **Cost.** Municipality shall pay BSI the sum of \$495.00 per calendar year as the annual "Subscription Fee".

4. **Term of Subscription Agreement.** Municipality's subscription and this Agreement will be a full 4 year calendar basis (March 2014 to March 2018). Absent notice of cancellation shall automatically renew for the next calendar year at the then prevailing Subscription Fee.

5. **Termination.** Absent BSI's receipt of written notice of termination received by BSI no later the November 1 of the current calendar year, this Agreement will automatically renew on a calendar year basis for as long as the Municipality remains a fully paid-up subscriber. BSI reserves the right to terminate this agreement at any time if the Municipality fails to abide by the terms and conditions hereof. In the event of an early termination by either Party, there will be no refund of the Subscription Fee, or any part thereof. In the event that this Agreement is terminated for any reason, BSI, upon written request of the Municipality and receipt of an amount equal to the then current Subscription Fee, shall deliver all current User Data to Municipality in electronic format.

