

MEETING DATE: July 23, 2007

AGENDA ITEM : Consideration to Enter into a Professional Services Agreement with The NTI Group for the Connect CTY System using Pre Approved Funds

ATTACHMENTS

1. Connect-CTY Agreement.

Pages

1-8



Connect-CTY AGREEMENT

EIN #20-0597724

This **Connect-CTY Agreement** (the, "**CTY Agreement**") dated May 21, 2007, is entered into by and between the City of Culver City, a municipality in the State of California (the, "**Client**" or "**Licensee**") and The NTI Group, Inc., a Delaware corporation ("**NTI**" or "**Company**" or "**Licensor**").

WHEREAS, the Client wishes to subscribe to the **Connect-CTY™** service (the, "**CTY Service**") provided by NTI, in order to send any-time unlimited messages to households, businesses, and certain other constituents within the Client's jurisdiction (each, a "**Recipient**").

NOW THEREFORE, for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CTY Service.** The CTY Service will include the following features:
 - a. **Unlimited Messaging.** Unlimited any-time messages throughout the Term, enabling the Client to communicate with residents and businesses within its jurisdiction.
 - b. **Database.** NTI will provide the Client with one (1) phone number per physical address to the extent that such numbers are available ("**NTI Data**"). The Client may provide up to two (2) phone numbers and two (2) email addresses per Recipient (the "**Client Data**"), provided, that, for business Recipients, the secondary phone numbers must not tie up more than one phone line of a multi-line business. The Client Data, the NTI Data, and the data input by individuals via the CTY Web Portal, may hereinafter be collectively referred to as the "**Recipient Data**". NTI may add new features and functionality from time-to-time and the Client agrees to comply with all relevant rules and instruction pertaining to the use of such new features and functionality.
 - c. **Training, Customer Support, Maintenance.** Onsite training to educate all Users on how to send messages, receive reports, and other aspects of the operation of the CTY Service. NTI will also provide the Client with unlimited maintenance and support (client care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the contract. The Client will designate qualified personnel to act as liaisons between the Client and NTI respecting technical, administrative and content matters, and providing accurate and current contact information.
 - d. **Geographic Information System (GIS) Mapping.** A geo-based mapping system that allows a Client-user to create specific call lists for certain areas of the Client's jurisdiction using criteria such as radius, street, zip code.
 - e. **Messaging Features.** Multiple delivery methods via both voice and text, to landline phones, cell phones, e-mail, PDA devices, pager, and TTY/TDD devices. SMS, detailed message reporting, multi-lingual messaging, and interactive polling.
 - f. **Remote Launching Capability.** Users can access and use the CTY Service from anywhere in the U.S. via an Internet connection and/or a phone.
 - g. **CTY Web Portal.** A Web interface that enables residents and businesses to update or add to their contact (telephone and email address) information electronically at no charge ("**CTY Web Portal**"). The Client agrees to execute NTI's Image License and Linking Agreement ("**CTY ILAL Agreement**"), which will be presented to the Client if it chooses to utilize the CTY Web Portal. A sample of the CTY ILAL Agreement is attached hereto as Exhibit "A".
2. **Term; Termination.** The Client will utilize the CTY Service during the period commencing on the later of (i) the date on which this CTY Agreement is executed in full, or (ii) July 1, 2007 ("**Effective Date**"), and ending on June 30, 2010 (the, "**Term**").
 - a. **Termination for Convenience.** The Client can terminate the contract for convenience on the one year anniversary of the Effective Date, and each one year anniversary thereafter, by giving NTI at least thirty (30) days prior written notice to terminate.
 - b. **Termination With Cause.** Either party may terminate this CTY Agreement in the event of a material breach by the other party, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by Client for an uncured material breach, Client will receive a pro rata refund or credit of any amounts paid but not utilized hereunder.
 - c. **Effect of Termination.** Any termination of this CTY Agreement will not affect any rights or liabilities of either party that accrued prior to such termination. Provisions of this CTY Agreement which, either expressly or by their nature contemplate continued performance or application following the Term, will survive the expiration or termination for any reason of this CTY Agreement. In a similar fashion, if Client inputs any information or other data into NTI's systems prior to the Effective Date in order to prepare for the commencement of the Service, Client agrees that the terms and conditions of this CTY Agreement will also apply during that period.
3. **CTY Service Fee.** In return for the use of the CTY Service during the Term, the Client will pay NTI a Service Fee in the amount of thirty-three thousand and eighty dollars (\$33,080) per year. The Service Fee is invoiced annually and payable on net 30 terms. The invoice for the first year will be sent out upon NTI's receipt of a signed CTY Agreement.

4. Representations and Obligations.

- a. **Authority to Bind.** Client and NTI each represent and warrant that the person signing this CTY Agreement on their behalf is authorized to do so, and upon such execution, this CTY Agreement is the legal obligation of each party.
- b. **Privacy.** The Client agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies") (which can be found at the NTI Website located at www.ntigroup.com ("NTI Website"), as amended from time to time. In the event of an express conflict between the terms of the Policies and the terms of this CTY Agreement, the terms of this CTY Agreement will prevail. The Client will be notified by means of an email to the Client contact if specified on the signatory page, and/or a written announcement on the home page and member sign-in page on the NTI Website, if there are any material changes to the Policies. NTI does not rent, trade, or sell data to third parties.
- c. **Compliance with Laws.** Each party will seek to comply with all relevant laws and regulations in the conduct of its actions regarding the subject-matter of this CTY Agreement and the use of the CTY Service. The Client represents that it and its representatives ("Users") will use the CTY Service only for lawful purposes and in compliance with privacy laws and this CTY Agreement, including the Policies.
- d. **Security.** All passwords and user names (collectively, "Account Information"), provided by NTI are deemed Confidential Information. The Client is responsible for (i) knowing who has access to its applications and servers; (ii) keeping track of login accounts; (iii) Client-side security with respect to Account Information; and (iv) for activities that occur under its account. The Client will provide Users and other staff with appropriate notice of the terms and conditions under which access to the CTY Service is granted. The Client agrees to (i) immediately notify NTI of any unauthorized use of Account Information or breach of security pertaining to the CTY Service, and (ii) ensure that Users exit from their accounts at the end of each session. NTI is responsible for implementing adequate security precautions for matters under its direct control.
- e. **Transmission of Messages; Data.** Client will be responsible for the content of the messages transmitted by Users using the CTY Service and agrees not to send communications to a Recipient who "opts-out", i.e., who has indicated that he/she does not wish to receive a communication from the Client. The Client will only use the NTI Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of NTI Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service. The Client represents that it has the authority to acquire, provide, and use the Client Data. The Client acknowledges that NTI is not responsible for and does not give any assurance to Client, any User, or any other person or entity with respect to validity or accuracy of data including, the NTI Data and data input by any individuals on the CTY Web Portal. NTI uses best efforts to provide the NTI Data in accordance with generally accepted professional standard.
- f. **Confidentiality.** The Client will maintain the confidentiality of NTI Data, the CTY Service, Account Information, User Guide, materials identified as confidential, and the member pages of the NTI Website (collectively, "Confidential Information") with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the Client may disclose Confidential Information to the extent required by law or in response to a written Public Records Request under California Law; the Client agrees to provide NTI with notice prior to such disclosure together with a list and copies of, all documents that will be disclosed. The Client agrees to limit access to the Confidential Information to those of its personnel with a legitimate need for access and who have entered into appropriate confidentiality agreements with the Client. In the event of any breach of this Section by the Client, NTI may seek injunctive relief and terminate this CTY Agreement, in addition to claiming other relief at law or in equity. Upon the termination of this CTY Agreement or the expiration of the Term, whichever is earlier, the Client shall, either destroy or promptly return to NTI (without retaining copies, in any medium) any and all Confidential Information of NTI.
- g. **Insurance.** NTI shall, at its own cost and expense, obtain and maintain the following insurance throughout the duration of this Agreement:
 - i. Workers compensation;
 - ii. Disability benefits – statutory;
 - iii. Employer's liability insurance;
 - iv. Commercial general liability insurance covering personal injury and property damage in an amount not less than two million dollars (\$2,000,000) in the aggregate. The City of Culver City will be named as an additional insured on the general liability policy;
 - v. Excess liability insurance in the amount of three million dollars (\$3,000,000).
5. **Warranty.** NTI represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner in accordance with industry standards and will conform substantially to the specifications set forth in the User Guide available from NTI on the contract execution date and which is incorporated herein by reference. NTI will use commercially reasonable efforts to assure that the CTY Service remains available for access by Client twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, excluding scheduled maintenance. In the event the CTY Service experiences unscheduled unavailability, NTI will use its best efforts to restore uptime in accordance with its support obligations described in this CTY Agreement.
 - a. In the event that the CTY Service fails to comply with the above warranty, the Client shall promptly inform NTI of such fact, and NTI at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the Client ("Cure Period"). In the event that such repair or replacement cannot be done within the Cure Period, then the Client, at its option, may either: (i) extend the time for NTI to correct such breach, if

correction is commercially reasonable; or (ii) terminate the CTY Agreement, in which case, in addition to any other right or remedy the Client may have, NTI shall refund to the Client the pro rata refund or credit of any amounts paid but not utilized hereunder. NTI will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the CTY Service by the Client or a third party, or a breach by the Client of its obligations under this CTY Agreement, or due to service malfunctions, or to an event of Force Majeure or causes beyond the control of NTI, or which are not reasonably foreseeable by NTI including the interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion.

- b. Except as expressly stated otherwise herein, the CTY Service, the NTI Data, and the NTI Website, are provided "AS IS" with no guarantee that they are accurate, complete, error free, will perform or be uninterrupted, or that defects can or will be corrected. NTI is not responsible for the loss of, or improper access to Recipient Data, including, but not limited to, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines. NTI expressly disclaims all representations and warranties either express, implied, or statutory, including but not limited to, the warranty of merchantability, non-infringement of third party rights, data security, fitness for a particular purpose (even if NTI has been informed of such purpose), or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice. The CTY Service is intended to augment First Responder services (such as, for example purposes only, 911, fire, police, emergency medical, and public health), that have already been notified and deployed and is not designed for use in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property.
6. **Limitation of Liability.** NTI's aggregate liability to the Client for proximate damages arising from or relating to this contract, the subject-matter hereof, the NTI Data, or the CTY Service, however caused, will be as follows: (a) For intentional and willful misconduct, NTI's liability will not be limited. (b) For negligent misconduct, NTI's aggregate liability will be limited to the total fees paid by the Client to NTI under this CTY Agreement. (c) The existence of multiple claims will not enlarge the limits. In no event will NTI, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the Client or any third party arising out of this CTY Agreement or the transactions contemplated hereby, even if NTI has been advised of the possibilities of such damages or should have foreseen such damages. The Client agrees that the fees, limitations of liability and remedies reflect the allocation of risk between the parties, and that this Section is an essential element of the basis of the bargain and that in its absence, the economic terms herein would be substantially different.
7. **Miscellaneous.** (a) Ownership. Client acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the CTY Service are not purchased or developed with Client funds. Accordingly, nothing in this CTY Agreement grants or transfers to the Client any ownership rights in the foregoing materials. Client is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of NTI's Legal Department. (b) Governing Law; Attorney Fees. This CTY Agreement will be governed and interpreted in accordance with California State Law. In addition to any other relief awarded, the prevailing party in any action arising out of this CTY Agreement shall be entitled to its reasonable attorneys' fees and costs. (c) Waiver; Severability. Failure by either party to enforce any provision of this contract will not be deemed a waiver of future enforcement. In the event that any provision of this CTY Agreement is invalid under applicable law, the remainder of this contract will continue in full force and effect. In such a case and subject to the last sentence of the preamble, the parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the parties and is valid under applicable law. (d) Relationship of Parties. NTI is providing a service to Client as an independent contractor. (e) No Third Party Beneficiaries. No provisions of this CTY Agreement are intended or shall be construed to confer upon or give to any person or entity other than NTI or Client, any rights, remedies or other benefits under or by reason of this CTY Agreement. (f) Notices. All notices under this contract shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of confirmed receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this contract or such other address as either party may specify in writing. (g) Counterparts. The CTY Agreement may be executed in counterparts. A signature on a copy of this CTY Agreement received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. (h) Mutual Indemnification. To the extent authorized by the Constitution and the laws of the State of California and subject to Section 6, each party will defend, indemnify and hold harmless the other party and the other party's successors and assigns, officers, directors, employees, and agents, from and against any and all liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of, and which are proximately caused in whole or in part, by a breach by the indemnifying party of any provision of this CTY Agreement. *The Client's indemnification obligation shall not serve as a waiver of its sovereign immunity.* A party seeking indemnification hereunder (an "Indemnified Party") shall give the party from whom indemnification is sought (the, "Indemnifying Party"): (i) reasonably prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim; and (iii) the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense. (i) Assignment. Client may not assign its obligations under this contract without NTI's written consent and any assignment made in conflict with this

provision shall be void. (j) Force Majeure. NTI is not responsible for any delays, errors, failures to perform, interruptions or disruptions caused by or resulting from any act, omission or condition beyond NTI's reasonable control, whether or not foreseeable or identified, including without limitation, acts of the Client or its Authorized Users, acts of God, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster, national or local traffic, or any third party's applications, hardware, software or communications equipment or facilities. (k) Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this CTY Agreement. (l) Entire Agreement. This CTY Agreement completely and exclusively states agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding such subject matter, and may be amended or supplemented only by a subsequently dated writing that refers explicitly to this CTY Agreement and that is signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this CTY Agreement as of the Effective Date.

CLIENT: CITY OF CULVER CITY Authorized Signatory: _____ Print Name & Title: _____ Address: City of Culver City Contact for Notices: Don Pedersen Email: _____ Tel: _____ Fax: _____	NTI: THE NTI GROUP, INC. Authorized Signatory: _____ Print Name & Title: Bruce Worman, CFO Address: The NTI Group, Inc. 15301 Ventura Blvd., Building B, Suite 300 Sherman Oaks, CA 91403 NTI Contact for Notices: Bruce Worman, CFO Email: bworman@ntigroup.com Tel: (818) 808-1716; Fax: (818) 450-0425
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Contract Processing Instructions

1. Fax a signed copy of the contract to (818) 450-0425
2. If you have any questions, please contact:

Susan Kim, Contract Management
 Tel: 818-808-1725
 Email: skim@ntigroup.com



EXHIBIT "A"

SAMPLE IMAGE LICENSE AND LINKING AGREEMENT

The following IMAGE LICENSE AND LINKING AGREEMENT ("**CTY ILAL Agreement**"), when fully executed, shall constitute the understanding and agreement between the City of Culver City, a municipality in the State of California (the "**Client**" or "**Licensee**"), and The NTI GROUP, INC., a Delaware Corporation ("**NTI**" or "**Licensor**").

WITNESSETH

WHEREAS, the Licensee has contracted with NTI to use NTI's **Connect-CTY™** service ("**CTY Service**") pursuant to a services agreement (the, "**CTY Agreement**"), to send messages to households, businesses, and certain other constituents within the Licensee's jurisdiction (each, a "**Recipient**"),

AND WHEREAS, NTI and Licensee desire to enter into the CTY ILAL Agreement, whereby NTI will permit the Licensee to place one of the digital images of the NTI **Connect-CTY™** Sign-up Logo (attached hereto as Schedule "A") (the "**Image**"), on the Licensee's Internet site, located at [insert URL of website for the Client] ("**Licensee Site**"), with a hyperlink to NTI's CTY Web Portal ("**Link**") in connection with Licensee's subscription to the CTY Service.

NOW, THEREFORE, the parties hereto hereby agree as follows:

A. LINK AND GRANT OF LICENSE

- a. Subject to the terms of this CTY ILAL Agreement, NTI grants to Licensee a limited non-exclusive, worldwide, royalty-free license to place the Image on an appropriate page of the Licensee Site and create the Link to NTI's CTY Web Portal site located at <https://portal.nticonnectcty.com/> (the "**CTY Web Portal**"). The sole purpose of the Link is to provide intended Recipients with quick access to the CTY Web Portal by transferring the user out of the Licensee Site to the CTY Web Portal, where Intended Recipients can insert and/or update their contact information ("**Recipient Data**"). The term of such license will be for a term contemporaneous with this CTY ILAL Agreement and terminate when this CTY ILAL Agreement terminates or expires. Without limiting the foregoing, the Link may not be used in any manner to provide a user with access to the CTY Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the CTY Web Portal with any materials posted by Licensee or any party other than NTI. Licensee may not allow the Image to be linked to any other web site.
- b. Licensee will not (i) use the Image in any manner not permitted hereunder, (ii) modify the Image, or (iii) in any manner copy, or create a derivative work from, the "look and feel" of the Image. NTI will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Licensee acknowledges that the Image and the goodwill associated therewith are valuable properties belonging to NTI and that all rights thereto are and shall remain the sole and exclusive property of NTI. Licensee agrees that it will do nothing inconsistent with NTI's ownership and that all uses of the same shall inure to the benefit of and be on behalf of NTI. NTI shall at all times, anywhere in the world, and whether or not in competition with Licensee, have the right to use and/or authorize the use of the Image in any way NTI may desire. NTI reserves the right to modify permission to use the Image and/or the Link at any time.

B. PRESENTATION. Licensee's use of the Image shall be limited to the style and format of the Image represented in Schedule "A". Licensee agrees not to use any other trademark or service mark in connection with the Image without the prior written approval of NTI.

C. DATA. The Licensee and its representatives (collectively, "**Users**") will not transmit messages using the CTY Service, or use or disclose the Recipient Data, in violation of any federal or state laws or regulations, or the CTY Agreement. The Licensee acknowledges that NTI is not responsible for and does not give any assurance to Licensee with respect to the accuracy of data input via the CTY Web Portal. The Licensee will be responsible for the content of the messages transmitted by its Users using the CTY Service and agrees not to send communications to a Recipient who has indicated that he/she does not wish to receive a communication from Licensee.

D. TERMINATION. The term of this CTY ILAL Agreement will commence upon the later of (i) the date on which this CTY ILAL Agreement is executed in full, or (ii) _____, 2007 ("**Effective Date**"), and will continue until the date of termination or expiration of the CTY Agreement (the, "**Term**"). Upon termination of this CTY ILAL Agreement, Licensee agrees to discontinue immediately all use of the Image and disable any embedded link(s) to the CTY Web Portal. All rights in the Image and the goodwill connected therewith shall remain the property of NTI.

E. WARRANTY; LIABILITY DISCLAIMER; INDEMNIFICATION.

- a. NTI represents and warrants that it has the right to grant Licensee a license to use the Image in accordance with the terms of this CTY ILAL Agreement. With the exception of the foregoing, EACH PARTY DISCLAIMS ANY WARRANTIES

THAT MAY BE EXPRESS OR IMPLIED BY LAW REGARDING THE IMAGE OR THE CONTENT, AVAILABILITY OR OPERATION OF EITHER PARTY'S SITE, INCLUDING WARRANTIES AGAINST INFRINGEMENT AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE IMAGE OR THE CONTENT, AVAILABILITY OR OPERATION OF EITHER PARTY'S SITE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES THAT THE NTI'S SERVICES ARE OPERATED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT NTI MAKES NO WARRANTY THAT THE CTY WEB PORTAL WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED.

b. Each party agrees to indemnify and hold the other party harmless from any and all loss, cost or damage which the other party may sustain or become liable for by reason of any claims against it related to a breach of this CTY ILAL Agreement or the content, availability or operation of the indemnifying party's site.

F. TRANSFER OF RIGHTS. This CTY ILAL Agreement will be binding on any successors or assigns of the parties. Neither party will have the right to assign its interests in this CTY ILAL Agreement to any other party except to an affiliate entity or to a successor-in-interest of all or substantially all of the assets or voting interest of such party, unless the prior written consent of the other party is obtained.

G. SEVERABILITY AND SURVIVAL. If any provision of this CTY ILAL Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this CTY ILAL Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Any provisions which by their terms are intended to, survive the termination or expiration of this CTY ILAL Agreement, shall in fact survive such termination or expiration.

H. APPLICABLE LAW. This CTY ILAL Agreement shall be governed by the laws of the State of California.

I. NOTICES; COUNTERPART; FORCE MAJEURE. All notices under this CTY ILAL Agreement shall be in writing and shall be delivered by personal delivery, nationally recognized overnight courier (e.g., FedEx), confirmed facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt if delivered by overnight courier, upon acknowledgment of receipt of electronic transmission, or three (3) days after deposit in the mail. Notices shall be sent to the Contacts for Notices at the address set forth at the end of this CTY ILAL Agreement or such other address as either party may specify in writing. The CTY ILAL Agreement may be executed in counterparts. A signature on a copy of this CTY ILAL Agreement received by either party by facsimile is binding upon the other party as an original. Both parties agree that a photocopy of such facsimile may also be treated by the parties as a duplicate original. NTI is not responsible for any delays, errors, failures to perform, interruptions or disruptions caused by or resulting from any act, omission or condition beyond NTI's reasonable control, whether or not foreseeable or identified, including without limitation, acts of the Licensee or its Authorized Users, acts of God, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster, national or local traffic, or any third party's applications, hardware, software or communications equipment or facilities.

J. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This CTY ILAL Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between the parties with respect to linking. This CTY ILAL Agreement may be modified or amended, if the modification or amendment is made in writing and executed by both parties. The failure of either party to enforce any provision of this CTY ILAL Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce the provisions of this CTY ILAL Agreement.

IN WITNESS WHEREOF, the parties have caused this CTY ILAL Agreement to be executed on _____, 2007 (to be filled in by the Licensee).

CLIENT: CITY OF CULVER CITY Authorized Signatory: _____ Print Name & Title: _____ Address: City of Culver City Contact for Notices: Don Pedersen Email: _____ Tel: _____ Fax: _____	NTI: THE NTI GROUP, INC. Authorized Signatory: _____ Print Name & Title: Bruce Worman, CFO Address: The NTI Group, Inc. 15301 Ventura Blvd., Building B, Suite 300 Sherman Oaks, CA 91403 NTI Contact for Notices: Bruce Worman, CFO Email: bworman@ntigroup.com Tel: (818) 808-1716; Fax: (818) 450-0425
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(Signatures Continued from Previous Page)

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____
Jerry Fulwood
City Manager

APPROVED AS TO CONTENT:

Don Pedersen
Police Chief

APPROVED AS TO FORM:

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

Marlee Chang
City Controller

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Crystal Alexander
City Treasurer



SCHEDULE "A" - IMAGE

Schedule 'A' to the Image License and Linking Agreement by and between the City of Culver City, a municipality in the State of California, and The NTI GROUP, INC., a Delaware Corporation

Licensee may choose one of the three Images below and will be sent a file for that Image upon execution of the CTY ILAL Agreement for use pursuant to the terms of the CTY ILAL Agreement

