

BSI ONLINE SUBSCRIPTION AGREEMENT

Effective this ___ day of _____, Backflow Solutions, Inc., an Illinois corporation ("BSI") The City of Hollywood ("The Municipality") hereby enter into an online subscription agreement whereby BSI will perform certain notification and data management functions on behalf of The Municipality. The Municipality will provide BSI with the information described hereafter, and require that all companies that perform mandated backflow assemblies tests within The Municipality be directed to the BSI website to enter the result of each Backflow Test performed within The Municipality's jurisdiction.

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 secure 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 water authorities' jurisdiction.

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 is designed to increase test compliance, thereby reducing enforcement costs incurred by The Municipality.

2. **Inducement.** The Municipality acknowledges and agrees that in order to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the Online Data Base the Data Entry Charge (\$12.95 per report) shall be paid (by the "tester") prior to uploading the test data to the Online Data Base.

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

4. **Termination.** Either party may terminate the contract with a 30 day written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,
An Illinois corporation

The City of Hollywood, FL
a body politic and corporate

By: _____

By: _____

Name: Brad Stancampiano
Title: Executive Vice President
Address:
12609 South Laramie Ave.
Alsip, Illinois 60803

Name: _____
Title: _____
Address: _____
