

LICENSE AGREEMENT

Between

BROWARD COUNTY

and

WEATHERFLOW, INC.

for

Installation of a weather station

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

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LICENSE AGREEMENT

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Installation of a weather station

at

PORT EVERGLADES

IN BROWARD COUNTY, FLORIDA

This is a License Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

WEATHERFLOW, INC., a California corporation, authorized to transact business in the state of Florida, hereinafter referred to as "LICENSEE."

WITNESSETH:

WHEREAS, COUNTY is the owner and operator of Port Everglades ("Port") located in Broward County, Florida; and

WHEREAS, COUNTY desires to have a weather station installed at Port and access to the weather data derived therefrom available to COUNTY agencies; and

WHEREAS, the LICENSEE desires to install and maintain a weather station at Port and provide access to weather data to COUNTY agencies; and

WHEREAS, this License Agreement establishes the terms and conditions relating to the LICENSEE installing and maintaining a weather station at the Port;
NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, COUNTY and LICENSEE, intending to be legally bound hereby agree as follows:

ARTICLE 1

RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference hereto.

ARTICLE 2

DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Agreement** – This License Agreement.
- 2.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 2.3 **Contract Administrator** - The primary responsibilities of the Contract Administrator are to coordinate and communicate with the LICENSEE and to manage and supervise execution and completion of the privileges and obligations of the LICENSEE and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. Port Everglades Department's Director of Operations shall serve as the Contract Administrator.
- 2.4 **Weather Station** – Equipment and appurtenances necessary for the purpose of predicting, tracking, researching and transmitting weather patterns and data.
- 2.5 **Data Center** – The WeatherFlow web based application that provides access to WeatherFlow data.

ARTICLE 3

DESCRIPTION OF LICENSED LOCATIONS

COUNTY hereby grants to LICENSEE a license to use the roof top portion of the Port Everglades Operations Center and One Hundred square feet of vacant land adjacent to the Port's dredged spoil site at Southport, Port Everglades herein collectively referred to as ("Licensed Locations") for its Weather Station operations.

ARTICLE 4

WEATHER STATION DESCRIPTION AND INSTALLATION

- 4.1 Subject to the provisions of this Agreement, LICENSEE shall have the right, at its sole expense, to erect, install and maintain at the Licensed Locations, a Weather Station.
- 4.2 Before commencing installation of the Weather Station, LICENSEE shall submit to COUNTY's Port Everglades Department for its prior written consent, complete plans and specifications regarding the installation and any such other information as may reasonably be required by COUNTY's Port Everglades Department. COUNTY reserves the right to ensure that the Weather Station is consistent with the overall design and functionality of the Licensed Locations, as well as reasonable standards of safety and quality.
- 4.3 In addition to COUNTY's Port Everglades Department's written consent, LICENSEE shall obtain all other required approvals, including, but not limited to, permits, licenses, etc., from all other federal, state and local agencies having jurisdiction over the Licensed Locations and installation and operation of the Weather Station.
- 4.4. All installations shall be performed in such a manner so as to provide that they are: (i) structurally sound and safe and free from any hazards; (ii) designed for only those uses and/or purposes for which said installations are intended; and (iii) comply with all terms and provisions of this Agreement.

All improvements and appurtenances installed by LICENSEE, its agents, or contractors, including, but not limited to, the plans and specifications relating to same, shall conform to all applicable state, federal, county and local statutes, ordinances, fire codes, rules and regulations; provided, however, that the consent of the COUNTY to any plans, specifications, or designs shall not constitute a representation or warranty as to such conformity, and the responsibility therefor shall at all times remain with LICENSEE. LICENSEE acknowledges the close proximity of the Fort Lauderdale-Hollywood International Airport to the Licensed Locations and agrees that it shall be specifically responsible for complying with all requirements of the Federal Aviation Act of 1958, as amended from time to time.

- 4.5 To the extent applicable, the mounting design of the Weather Station shall be in accordance with the Florida Building Code and the design for wind resistance shall meet the ASCE-7 "Minimum Design Loads for Operations Centers and Other Structures." In addition, all electrical work shall

conform to the "National Electric Code." Any roof or building penetrations required for structural attachments or cable/conduit passages for installation shall be properly flashed and sealed to preclude water intrusion into the building. Details regarding roof penetration, if applicable, shall be in accordance with the standard construction details of the National Roofing Contractors Association.

- 4.6 Within sixty (60) calendar days after the completion of the installation of the Weather Station, LICENSEE must provide COUNTY's Port Everglades Department with the following: (i) a certified statement from its contractors stating that the improvements are free and clear of all liens, claims or encumbrances by any material persons, subcontractors, or laborers; and (ii) a copy of all applicable permits indicating that the improvements have been installed in accordance with the approved plans and specifications and in compliance with all applicable building codes, laws, rules, ordinances and regulations.
- 4.7 LICENSEE shall ensure that installation of the Weather Station shall in no way void or reduce any warranties for the Port Everglades Operations building and roof.

ARTICLE 5

TERM

This Agreement shall be effective on the date it is fully executed by the Board and run for a period of five (5) years ("initial term"), unless sooner terminated as provided herein. LICENSEE, provided it has kept and remains in compliance with all the terms and conditions of this Agreement, shall have the option to extend the initial term of this Agreement for one (1) additional three (3) year period ("option period"), upon giving written notice to the Contract Administrator sixty (60) calendar days prior to the expiration of the initial term.

ARTICLE 6

ACCESS CODES TO DATA CENTER AND TAXES

In lieu of payment to COUNTY, LICENSEE agrees to provide COUNTY, for the privileges granted to it by COUNTY herein, twelve (12) access codes for the Data Center, as long as this License remains in full force and effect. LICENSEE shall pay all applicable sales and use taxes relating to its occupation and use of the Licensed Locations and Data Center related transactions.

ARTICLE 7

USE

- 7.1 LICENSEE covenants that it will not, without prior written consent of COUNTY, permit the Licensed Locations to be used by any person, firm, entity or corporation other than LICENSEE and its authorized agents. LICENSEE further covenants, that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said locations, no act shall be permitted and nothing shall be kept in or about said locations, which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said locations. LICENSEE shall not permit the Licensed Locations to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.
- 7.2 The Weather Station shall be used solely for the purpose of predicting, tracking and researching weather patterns. LICENSEE shall be responsible for ensuring that the Weather Station is used in a legal manner and for legal purposes at all times. LICENSEE shall obtain and keep in full force and effect all applicable governmental licenses and permits required in connection with LICENSEE's use and installation of the Weather Station. Upon COUNTY's Port Everglades Department's request, LICENSEE shall provide to COUNTY all applicable certificates, permits, licenses, etc., to verify the legal compliance of the Weather Station.
- 7.3 The Weather Station shall not interfere in any way with the operations of Port Everglades or use of the Port Everglades Operations building. Any such interference shall be deemed a material breach of this Agreement by LICENSEE. If the interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury, and therefore the COUNTY shall have the right, in addition to any other rights and remedies that it may have at law or in equity, to bring action to enjoin such interference.

ARTICLE 8

ALTERATIONS AND IMPROVEMENTS TO WEATHER STATION

LICENSEE shall not make any alteration, adjustment, partition, addition or improvement to the Weather Station without obtaining the prior written consent of the Contract Administrator. All requests by the LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All such alterations or improvements shall be made at the sole cost and expense of LICENSEE.

LICENSEE shall keep the Licensed Locations in a clean, safe and sanitary condition at all times.

ARTICLE 9

MAINTENANCE AND REMOVAL OF WEATHER STATION

- 9.1 LICENSEE acknowledges and agrees that COUNTY shall in no way be responsible for damage to or the security of the Weather Station.
- 9.2 LICENSEE shall not do or fail to do anything in or upon the Licensed Locations which will: (i) violate the terms of any of COUNTY's insurance policies; or (ii) prevent COUNTY from obtaining policies of insurance acceptable to COUNTY; or (iii) result in an increase in the rate of any insurance for the Licensed Locations. In the event of the occurrence of any of the foregoing events, LICENSEE shall pay COUNTY the cost of the amount of any increase in any such insurance premiums.
- 9.3 LICENSEE shall maintain the Weather Station in good operating condition at all times, and shall repair the Weather Station and appurtenances, as may be needed. In the event that the Weather Station becomes inoperable, LICENSEE shall at its sole cost and expense, make all the necessary repairs as quickly as possible. Prior to replacement of the Weather Station, LICENSEE shall submit to the Contract Administrator for his/her prior written consent, plans and specifications and any such other information as may reasonably be required by COUNTY's Port Everglades Department. LICENSEE shall coordinate all replacement or repair work with COUNTY's Port Everglades Department so as to minimize Port Everglades business interruptions at the Licensed Locations.
- 9.4 LICENSEE shall submit to the Contract Administrator for his/her prior written consent, details regarding the proposed method and manner of removal of the Weather Station, and such other information as may reasonably be required by COUNTY's Port Everglades Department before undertaking any removal work.

ARTICLE 10

DAMAGE TO PREMISES

LICENSEE agrees that all LICENSEE's personal property materials and equipment placed upon the Licensed Locations shall remain the property of LICENSEE. LICENSEE shall give to COUNTY's Port Everglades Department, prompt written notice, by certified mail, of any occurrence, incident or accident occurring at the Licensed Locations. In the event any damages to property or

injury to persons should occur at the Licensed Locations, LICENSEE shall promptly notify COUNTY's Port Everglades Department.

ARTICLE 11

INSPECTIONS BY COUNTY

COUNTY's Port Everglades Department's employees may enter upon the Licensed Locations at all times to examine the Weather Station to determine if LICENSEE is properly maintaining the Weather Station according to the terms of this Agreement.

ARTICLE 12

INDEMNIFICATION

LICENSEE shall at all times hereafter indemnify, hold harmless, and at the option of the Broward County Attorney, defend or pay for an attorney selected by the Broward County Attorney to defend COUNTY, its officers, agents, servants and employees from and against any and all claims, demands, fines, penalties, losses, liabilities and expenditures of any kind, including, without limitation, attorney fees, court costs and expenses, resulting from or in any manner arising out of an intentional or negligent act or omission of LICENSEE, its employees, agents, servants or officers related to the Licensed Locations or the subject matter of this Agreement including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries, sickness and/or death of persons or damage to property. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13

INSURANCE

LICENSEE shall provide at its own expense and keep in continuous force and effect commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence for personal injuries and property damage, and business automobile liability insurance for all vehicles in LICENSEE's name (including owned/leased and hired vehicles) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Policy, without restrictive endorsements, as filed by the Insurance Services Office. In addition, LICENSEE shall provide at its own expense, Worker's Compensation to comply with Chapter 440, Florida Statutes and Employers' Liability Coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00) each accident. The aforesaid minimum limits of insurance

shall be reviewed from time to time by COUNTY, and may be adjusted if COUNTY determines that such adjustments are necessary to protect COUNTY's interest.

The commercial general liability insurance policy shall, at LICENSEE's sole expense, be written so as to protect both COUNTY as an additional insured and LICENSEE. LICENSEE shall furnish COUNTY with insurance certificates to demonstrate the continuous coverage required by this Article, and LICENSEE shall be responsible for assuring that such insurance certificates remain in force for the duration of this Agreement. LICENSEE shall provide evidence of the required coverages herein, by presentation of certificates or other evidence of insurance prior to the execution of this Agreement.

Certificates of Insurance: LICENSEE agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. LICENSEE shall provide COUNTY with reasonable notice of insurance coverage(s) renewal. The insurance shall be written by companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in the state of Florida or by insurers known to do business in the state. The insurance policies shall be endorsed to provide COUNTY with thirty (30) calendar days' notice of cancellation.

Right to Revise or Reject: Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the LICENSEE's use of the Licensed Locations or its operations within Port Everglades affecting the applicability of coverage. Additionally, COUNTY reserves the right, not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

When such policies or certificates have been delivered by LICENSEE to COUNTY as aforesaid and at any time or times thereafter, COUNTY may notify LICENSEE in writing that, in the opinion of COUNTY, the insurance represented thereby does not conform to the provisions of this Article either because of the amount or because of the insurance company or for any other reason, and LICENSEE shall have fifteen (15) calendar days or reasonable time period as dictated by the marketplace in which to cure any such defect. Compliance with the foregoing requirements shall not relieve LICENSEE of its liability and obligations under any other provision of this Agreement.

ARTICLE 14

TERMINATION

This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by COUNTY's Contract Administrator or LICENSEE. Termination for convenience shall be effective on the termination date stated in the written notice. The termination date shall be not less than ninety (90) calendar days after the date the written notice is sent.

Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement. COUNTY and LICENSEE acknowledge that they have received good, valuable and sufficient consideration from each other, the receipt and adequacy of which is hereby acknowledged, for their respective right to terminate this Agreement for convenience.

ARTICLE 15

UTILITIES AND OTHER SERVICES

The Weather Station shall be completely self-contained and shall not require COUNTY to provide any utilities or other infrastructure services related to same.

ARTICLE 16

AMENDMENTS

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

ARTICLE 17

NOTICES

Any notice or demand, which under the terms of this Agreement or by any statute or ordinance, given or made by a party hereto, shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the COUNTY shall be addressed to:

County Administrator
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy mailed to:

Chief Executive/Port Director
Port Everglades Department
1850 Eller Drive
Fort Lauderdale, FL 33316

Notice to the LICENSEE shall be addressed to:

WeatherFlow, Inc.
108 Whispering Pines, Suite 245
Scotts Valley, CA 95066
(831) 438-9742
Attn: Lori Blomquist

ARTICLE 18

INDEPENDENT CONTRACTOR AND NO THIRD PARTY BENEFICIARIES

LICENSEE is an independent contractor under this Agreement. Services provided by LICENSEE pursuant to this Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

ARTICLE 19

NO ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by LICENSEE.

ARTICLE 20

CONFLICTS

20.1 Neither LICENSEE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is

substantially antagonistic or incompatible with LICENSEE's loyal and conscientious exercise of judgment related to its performance under this Agreement.

- 20.2 LICENSEE agrees that none of its officers or employees shall, for as long as this Agreement remains in effect, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude LICENSEE or any other persons from representing themselves in any action or in any administrative or legal proceeding.

ARTICLE 21

WAIVER OF BREACH AND MATERIALITY

- 21.1 Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21.2 COUNTY and LICENSEE agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

ARTICLE 22

COMPLIANCE WITH LAWS

LICENSEE shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations related to this Agreement.

ARTICLE 23

SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or LICENSEE elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 24

JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties; the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 25

PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto; any document or events referred to herein; or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement; the term, statement, requirement or provision contained in this Agreement shall prevail and be given effect.

ARTICLE 26

APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION THAT MAY ARISE HEREUNDER, EACH PARTY HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY SUCH LITIGATION.**

ARTICLE 27

PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement

that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this Agreement.

ARTICLE 28

PUBLIC ENTITY CRIMES

LICENSEE represents that its execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Broward County, may not submit a bid on a contract with Broward County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Broward County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Broward County, and may not transact any business with Broward County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Article shall result in termination of this Agreement, and may result in debarment from Broward County's competitive procurement activities.

ARTICLE 29

NON-DISCRIMINATION

LICENSEE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. LICENSEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, LICENSEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

LICENSEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, sex or National origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, or physical or mental disability, if qualified.

LICENSEE shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

By execution of this Agreement, LICENSEE represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). COUNTY hereby materially relies on such representation in entering into this Agreement

ARTICLE 30

EXECUTION AUTHORITY

The individuals executing this Agreement on behalf of LICENSEE personally warrant that they have full authority to execute this Agreement on behalf of LICENSEE for whom they are acting herein.

ARTICLE 31

CAPTIONS, HEADINGS AND TERMS

The Article, section and paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, section or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the sections, subsections and subparagraphs of such Article, unless the reference is made to a particular subsection or subparagraph of such Article. Captions and Article headings used in this Agreement are for the convenience of reference of the parties and shall not be deemed to define, limit or in any way affect the meaning of any provisions of this Agreement.

ARTICLE 32

GENDER

All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires.

ARTICLE 33

AGENT FOR SERVICE OF PROCESS

It is expressly understood and agreed that if LICENSEE is not a resident of the state of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event LICENSEE does designate the Secretary of State, state of Florida, its agent for the purpose of service of process in any court action between it and COUNTY arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the state of Florida for service upon a non-resident, who has designated the Secretary of State as his agent for service. It is further expressly agreed, covenanted and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, LICENSEE may be personally served with such process out of this state by certified mailing to LICENSEE at the address set forth herein. Any such service out of this state shall constitute valid service upon LICENSEE as of the date of mailing. It is further expressly agreed, that LICENSEE is amenable to and hereby agrees to the process so served, submits to the jurisdiction of Florida courts, and waives any and all objections and protest thereto.

ARTICLE 34

CUMULATIVE RIGHTS

All rights and remedies of COUNTY hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.

ARTICLE 35

SPECIFIC PERFORMANCE

LICENSEE agrees that in addition to all other remedies, its obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of proper jurisdiction.

ARTICLE 36

UNCONTROLLABLE FORCES

Neither COUNTY nor LICENSEE shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable

Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and that is beyond the reasonable control of the non-performing party. It includes, but is not limited to, fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions. Any delay caused by an Uncontrollable Force shall not be recognized unless it is made in writing by the non-performing party and sent to the other party within ten (10) calendar days after the Uncontrollable Force event.

ARTICLE 37

MULTIPLE ORIGINALS

This Agreement may be executed in four (4) copies, each of which shall be deemed to be an original.

THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward
County Board of County
Commissioners

By _____
Mayor
____ day of _____, 20____

Insurance requirements
Approved by Broward County
Risk Management Division


By  4.3.14
Signature (Date)

CARLOS DE LA GUERRA
RISK MANAGEMENT & CONTRACTS
BUSINESS ADMINISTRATION DIVISION
PORT EVERGLADES

Print Name and Title above

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Port Everglades Department
1850 Eller Drive Avenue, Ste. 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By  4/3/14
Russell J. Morrison (Date)
Senior Assistant County Attorney

By  4/4/14
Noel M. Pfeffer (Date)
Deputy County Attorney

LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
WEATHERFLOW, INC. FOR INSTALLATION OF A WEATHER STATION AT
PORT EVERGLADES IN BROWARD COUNTY, FLORIDA

FOR CORPORATION:

LICENSEE

WeatherFlow, Inc., a California
corporation, authorized to transact
business in the state of Florida.

ATTEST:

Secretary

By 
President/Vice President

(Please Type Name of Secretary)

DAVID ST. JOHN
(Please Type Name of President/Vice
President)

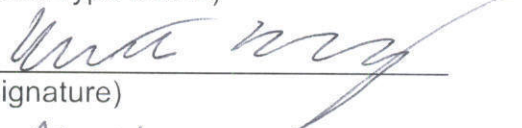
CORPORATE SEAL

2 day of APRIL, 2014.

WITNESSES:


(Signature)

Joshua P. Forare
(Print/Type Name)


(Signature)

Matt Corey
(Print/Type Name)