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RAINS

Regional Alliances for Infrastructure and Network Security

FACT SHEET

RAINS is a private/public partnership formed to accelerate development and deployment of innovative technology for homeland security. Started in Oregon in 2001, RAINS developed a unique partnership between the State of Oregon, six research universities, over 60 high tech companies and a variety of local first responder organizations. During 2002, RAINS incorporated as a not-for-profit 501 (c) (6) organization, and sponsored a series of very successful events that brought attention to the nation's growing homeland security industry. In August 2003, RAINS launched its Connect & Protect™ program, a highly secure operational network for alert notification and sensitive information sharing.

Premium Sponsors: Oregon Economic and Community Development Department (OECDD), Tripwire, Schwabe, Williamson & Wyatt, P.C., ESRI, FORTIX, Ater Wynne LLP
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RAINS NATIONAL GOALS

- ✓ Drive technology innovation and adoption for improved homeland and cyber security.
- ✓ Grow the Connect & Protect program, to connect more schools, hospitals and critical infrastructure providers with first responders and emergency management systems.
- ✓ Through coalition building, help small and mid-sized states with significant high-tech centers compete for federal grants and contracts.
- ✓ Develop relationships with other local, state, national, and international security-related organizations, thereby improving horizontal coordination for homeland security.
- ✓ Provide a central point-of-contact with technology innovators for federal agencies.

The Connect & Protect program utilizes RAINS-Net™, a multi-vendor, highly secure technology platform for information exchange, alert notification and emergency mutual aid. Integrated today into the City of Portland's 9-1-1 system, it is the nation's first automated alert notification system for homeland security and emergency response serving schools, building managers and other key local public safety stakeholders. The Connect and Protect program is designed to grow in sophistication and services, based on feedback and evaluation loops built into the RAINS-Net technology. The result is a unique "bottom-up" engineering approach that permits key state and homeland security constituencies to collaborate online, design best-of-breed technologies and deploy systems to address critical issues.

Contacts:

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Eileen Drake, Marketing Dir./Media (503) 701-7683; eileendrake@rainsnet.org



CONNECT & PROTECT LICENSE AND DEPLOYMENT AGREEMENT

This Agreement is entered into effective as of the 19th day of August, 2004, (the "Effective Date") by and between the MULTNOMAH COUNTY OFFICE OF EMERGENCY MANAGEMENT ("MCEM"), an office within the Department of Business & Community Services for Multnomah County, Oregon, and OREGON REGIONAL ALLIANCES FOR INFRASTRUCTURE AND NETWORK SECURITY ("RAINS"), an Oregon mutual benefit corporation.

Recitals

A. MCEM is responsible for the organization, administration and operation of emergency management and related services for Multnomah County, Oregon.

B. RAINS is formed to accelerate the development and deployment of innovative technology to enhance homeland security and emergency management. RAINS offers a program, called Connect & Protect™, which utilizes the RAINS-Net Technology (as defined below) to enable government agencies, schools and private sector organizations to share sensitive information through a highly secure web-based system before, during, and after emergencies (the "Connect & Protect Program").

C. MCEM wishes to deploy the Connect & Protect Program to provide the secure distribution of MCEM's operations plans, alerts and sensitive information to the County user population and county partners.

D. RAINS and MCEM, with the approval of the Multnomah County Board of Commissioners, have agreed to the following terms and conditions for the deployment of the Connect & Protect Program.

Terms and Conditions

1. Definitions.

1.1 "Connect & Protect Technology" means that compilation and integration of the RAINS-Net Technology used to perform the Connect & Protect Program, including an Improvements related thereto.

1.2 "Improvements" means any upgrades, discoveries, developments, modifications or derivative works, whether or not patentable.

1.3 "Intellectual Property Rights" means all current and future trade secrets, copyrights, patents and other patent rights, trademark rights, service mark rights, and any and all other intellectual property or proprietary rights now known or hereafter recognized in any jurisdiction.

1.4 "MCEM Know-How" means the proprietary techniques, inventions, practices, methods, knowledge, designs, skill and other Intellectual Property Rights which MCEM discloses to RAINS under this Agreement.

1.5 "RAINS-Net Know-How" means the proprietary techniques, inventions, practices, methods, knowledge, designs, skill and experience relating to web-based sensitive



information sharing, the Connect & Protect Program, and other Intellectual Property Rights which RAINS discloses to, or otherwise uses for the benefit of, MCEM under this Agreement.

1.6 "RAINS-Net Technology" means (i) the inventions, designs, discoveries, patents and processes held by RAINS and/or its suppliers or licensors, (ii) the RAINS-Net Know-How, and (iii) the Intellectual Property Rights related thereto.

2. License; Restrictions to Use; and Injunctive Relief.

2.1 License. Subject to the terms and conditions of this Agreement, RAINS grants to MCEM a nonexclusive, nontransferable license of the Connect & Protect Technology for the limited duration set forth in Section 10.1 and to permit end users to use the Connect & Protect Program, subject in each instance to an enforceable end user license with terms and conditions no less protective of RAINS' proprietary interests in such Connect & Protect Technology as set forth in this Agreement.

2.2 Retention of Rights. This Agreement does not constitute a sale of Connect & Protect Technology or the Connect & Protect Program and title to Connect & Protect Technology or the Connect & Protect Program remain in RAINS, including the rights to all copyrights, patents, trademarks, trade secrets and any other Intellectual Property Rights, except as otherwise expressly provided in this Agreement.

2.3 Restrictions to Use. Except as expressly permitted by this Agreement, MCEM may not modify, adapt, translate, reverse engineer, decompile, disassemble or create a derivative work based upon Connect & Protect Technology or the Connect & Protect Program. MCEM may not duplicate Connect & Protect Technology except in order to make backup or archive copies or as necessary to use the Connect & Protect Program as permitted under this Agreement.

2.4 Right to Injunctive Relief. If MCEM attempts to sell, copy, modify, adapt, translate, alter, decompile, disassemble, reverse engineer, or create a derivative work based upon Connect & Protect Technology or the Connect & Protect Program, or assist others to do so, except as expressly permitted by this Agreement, or to take any other actions in derogation of RAINS' rights in Connect & Protect Technology or the Connect & Protect Program, MCEM acknowledges that RAINS will be irreparably harmed and RAINS will have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action.

3. Services Provided by RAINS.

3.1. Services. RAINS shall provide to MCEM the professional services (the "Services") according to the terms of this Agreement, as set forth in the Statement of Work (the "SOW") attached hereto as Exhibit A and incorporated in this Agreement. If the terms of the SOW directly conflict with the terms of this Agreement, the terms of the SOW will govern for the performance of Services specified in that SOW. Unless modified by the terms of the SOW, all other terms of this Agreement shall remain in effect. The parties may modify the terms of the SOW or this Agreement at any time with the written consent of both parties.

3.2. MCEM Representative. MCEM shall appoint a representative to be a MCEM contact person and to work with RAINS and the designated RAINS project manager in completing the Services. To the extent the Services are performed at MCEM's facilities, MCEM agrees to arrange for RAINS employee(s) to have a suitable workspace and the necessary equipment and information to perform the Services.



4. Compensation and Expenses.

4.1. For License and Services. In consideration for the License and Services to be provided hereunder, MCEM agrees to pay RAINS the aggregate sum of \$100,000 according to and terms and conditions stated in Exhibit A.

4.2. Invoicing and Payment. All of the Services will be performed on a flat fee basis, as specified in the SOW. RAINS shall be responsible for all travel and related expenses incurred in performance of this Agreement. RAINS may submit invoices in accordance with the schedule set forth on Exhibit A. Such invoices will represent the value of the services rendered and must be prepared in a form and supported by documentation as may be reasonably requested by MCEM.

5. Change Order. MCEM and RAINS agree that the Services contemplated by this Agreement are fully described in the SOW. MCEM and RAINS may modify or rescind the terms of the SOW only by signing a change order, which shall be a signed document setting forth the agreed upon changes, and the impact of such changes on the deliverables, schedule or payment due under the SOW, if any ("Change Order"). Change Orders shall be treated as SOWs under the terms of this Agreement. Except as modified or rescinded by a Change Order, all other terms of an underlying SOW shall remain in effect.

6. Progress Reports. RAINS shall keep MCEM fully advised of its progress with respect to the Services to be performed under this Agreement and shall afford MCEM the opportunity to meet with RAINS at reasonable times to discuss the status thereof.

7. Intellectual Property.

7.1. Rights to Deliverables. MCEM hereby assigns all right, title and interest in and to the deliverables provided by MCEM as specified in a SOW ("Deliverables") to RAINS, subject to the license in MCEM Tools in Section 7.2, to the extent to which MCEM Tools are used in a Deliverable. MCEM agrees to document such ownership at RAINS' request and expense. Any programs, data, or other materials furnished by RAINS for use by MCEM in connection with the Services performed under this Agreement shall remain the sole property of RAINS. All such materials shall be returned to RAINS upon termination of this Agreement.

7.2. MCEM Know-How. All MCEM Know-How shall remain the sole and exclusive property of MCEM. MCEM hereby grants to RAINS a perpetual, non-exclusive, royalty free right and license to use, modify, reproduce, prepare derivative works, sell, transfer and sublicense such MCEM Know-How as may be incorporated in a Deliverable.

8. Non-Disclosure of Confidential Information. Each Party agrees to hold in confidence any information that it receives from the other Party as a result of this Agreement that is not generally made available to third parties by the discloser of such information, including, but not limited to, information regarding the products, customers, financial status, business methods, inventions, processes and other proprietary rights of the other ("Confidential Information"), whether written, oral or otherwise. Each party agrees not to use the Confidential Information of the other except for the purpose of this Agreement. Neither party shall disclose the Confidential Information of the other to third parties without the written consent of the other party, except that either party may disclose Confidential Information to its employees and advisors who (a) have a need to know the Confidential Information to carry out the terms of this Agreement; and (b) are bound by nondisclosure agreements with the receiving party.



9. Exclusions. Neither MCEM nor RAINS shall have any obligation with respect to any Confidential Information that: (a) at the time of receipt was known to the receiving party as evidenced by suitable documentation; (b) is subsequently developed by an employee, agent, or representative of recipient not associated with the Services and to whom said information was not divulged by a receiving party; (c) becomes known or available to receiving party from a third party without breach of this Agreement; (d) is or becomes part of the public domain without breach of this Agreement by the receiving party. Nothing in this Agreement shall restrict the right of either party to disclose Confidential or Proprietary information that is ordered disclosed under judicial or other lawful government action, but only to the extent so ordered. If either party is ordered to disclose such information, the parties agree to give the other party written notice of the order within five (5) days of receipt of such notice.

10. Duration and Termination.

10.1. Duration. This Agreement will commence on the Effective Date and will continue until August 18, 2005, unless earlier terminated under Section 10.2.

10.2. Termination. Either party may terminate this Agreement (a) upon breach by the other party that remains uncured for a period of thirty (30) days after receipt of written notice specifying the breach with particularity; or (b) upon thirty (30) days written notice in the event the other party files or has filed against it a petition in bankruptcy, appoints a receiver or makes an assignment for the benefit of creditors.

10.3. Effect of Termination. In the event of termination of this Agreement for any reason, including termination as a result of a breach by MCEM, the parties agree that RAINS' sublicense of Deliverables shall not be terminated or otherwise affected in any way.

11. Independent Contractor. RAINS' relationship with MCEM will be that of an independent contractor and nothing in this Agreement shall be construed to create or imply a partnership, joint venture, or employer-employee relationship between the parties. Neither party or its employees are the agent of the other, and neither party is authorized to make any representation, contract, or commitment on behalf of the other unless specifically requested or authorized to do so.

12. Warranty.

12.1. General Warranty. RAINS warrants that: (i) MCEM' use of any deliverable as of the date it is delivered to MCEM shall not infringe upon any third party copyright, patent, trade secret or other intellectual property right; (ii) it is the owner of or otherwise has the right to use, distribute or sublicense all deliverables, RAINS Intellectual Property, or other materials used in connection with providing the Services hereunder; (iii) Services performed for MCEM pursuant to this Agreement will be performed by qualified personnel in a professional manner consistent with current industry standards; and (iv) it has full corporate power and authority to enter into this Agreement and to perform all of its obligations hereunder.

12.2. Performance Warranty. RAINS warrants that the deliverables shall conform in all material respects to the specifications set forth in the SOW. RAINS will promptly repair or replace free of charge any defective deliverables. If RAINS reasonably determines that such remedy is not technically feasible, RAINS shall provide a full refund of the fees paid with respect to such deliverable. This warranty shall not cover defects due to accident, abuse, service or modification by any unauthorized person.



12.3. Limited Warranty. EXCEPT AS SET FORTH ABOVE, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS” AND MCEM USES THE DELIVERABLES AT ITS OWN RISK. RAINS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnification. RAINS will at its own expense (including payment of costs including the reasonable fees of attorneys) defend MCEM against any claim and pay damages awarded and settlement amounts in any claim by a third party that (i) to the extent that, if true, would constitute a breach of RAINS’ warranties set forth in Section 12.1 (“General Warranty”) above; or (ii) is based on bodily injury or property damage caused by the negligent act or omission or willful misconduct of RAINS, including its employees and contractors, in connection with RAINS’ performance of Services hereunder. MCEM agrees to promptly notify RAINS of all claims. RAINS shall have no liability hereunder with respect to any claim arising from: (i) the modification of any deliverable or RAINS Intellectual Property other than by RAINS; or (ii) the combination of deliverable or any part thereof furnished hereunder with any software, hardware or other product not provided or authorized by RAINS.

14. Limitation of Liability. EXCEPT FOR RAINS’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 AND DAMAGES RESULTING FROM NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, WHETHER BASED IN CONTRACT OR OTHERWISE, EVEN IF IT HAS WARNED OR BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Force Majeure. RAINS shall not be responsible for any delay or disruption in performing its obligations, nor shall it be considered a condition of default under this Agreement, if such delay or disruption is caused by force majeure events such as acts of God, wars, insurrections, strikes, fires, floods, power outages, work stoppages, embargoes, or lack of MCEM furnished materials, services, assistance or information.

16. General Provisions.

16.1. Survival. The following provisions shall survive termination of this Agreement for any reason: Section 2 (“Compensation and Expenses”); Section 5 (“Intellectual Property Rights”); Section 6 (“Non-Disclosure of Confidential Information”); Section 10.3 (“Effect of Termination”); Section 12 (“Warranty”); Section 13 (“Indemnification”); Section 14 (“Limitation of Liability”); and Section 16 (“General Provisions”).

16.2. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Oregon, excluding its conflict of laws principles. All actions arising from or relating to this Agreement shall be brought exclusively in the appropriate state and/or federal court located in Portland, Oregon. The parties consent to exclusive jurisdiction in such venue and to service of process by mail.

16.3. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement. It may not be changed orally but only by writing signed by both parties.



16.4. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.5. Attorney Fees. In the event any action is instituted to enforce any term of this Agreement or to remedy a breach of any representation or warranty provided in connection herewith, the prevailing party shall recover from the losing party reasonable attorney fees and costs, including costs of discovery, whether by arbitration, trial or any appeal thereof.

16.6. Successors and Assigns. Neither this Agreement nor any of the rights or obligations arising under this Agreement may be assigned or transferred by RAINS without MCEM' express written consent, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, RAINS and MCEM have executed this Agreement effective as of the date first stated above.

**OREGON REGIONAL ALLIANCES FOR
INFRASTRUCTURE AND NETWORK SECURITY**

**MULTNOMAH COUNTY OFFICE
OF EMERGENCY MANAGEMENT**

By: Fred M. Granum

By: Thomas G. Simpson

Name: Fred M. Granum

Name: Thomas G. Simpson

Title: Executive Director

Title: Dir. Emerg. Mgmt

Exhibit A

Statement of Work:

A. Deliverables:

1. Software fulfillment: RAINS will provide client software for the installation of 100 client software users, and 2 publisher clients (total of 102 installations).
2. Software installations: MCEM will engage internal resources to install Connect and Protect client software for its user population.
3. Server software: A backend (Hive) will be a managed service, supported by RAINS.
4. Training: RAINS will provide 8 hours of training for both publishers and users.
5. Support for installations: RAINS will provide 16 hours of support for installing client software.
6. Support for technical assistance: RAINS will provide technical support for one MCEM point of contact.

B. Custom deliverables:

1. RAINS will assist in mapping MCEM content to desired sets of users based on defined criteria.
2. Design and deployment of 5 information feedback forms.
3. Work (if and as required) to customize network to support the Portland 9-1-1 data feed.

C. MCEM capabilities upon installation:

1. Receive targeted alerts from connected 9-1-1 centers (Multnomah and Washington Counties).
2. Receive targeted alerts from Oregon Emergency Management (“OEM”).
3. Manage pre-positioned content for dedicated MCEM workgroup.
4. Issue targeted alerts and content to users in MCEM workgroup, including OEM.



D. Timeline:

The following periods comprise the rollout and operation phases of the project:

Activity	Start	End
Coordination and planning	8/19/04	10/29/04
Phased installation of users (includes training)	10/1/04	10/29/04
Custom software development & deployment	8/19/04	12/31/04
Interim project report	11/1/04	11/15/04
Final project report	8/1/05	8/18/05

Billing Schedule:

Quarterly Draw	Payable	Date
Q1	\$68,250	08/19/04
Q2	\$15,250	11/15/04
Q3	\$8,250	02/15/05
Q4	\$8,250	05/15/05

Invoices will be issued on the dates shown above and are due and payable 30 days from invoice date.



OFFICE of EMERGENCY MANAGEMENT

MULTNOMAH COUNTY, OREGON

TO: Franna Hathaway, Manager
Central Procurement and Contract Administration

FROM: Tom Simpson, Director
Emergency Management

CC: Cecilia Johnson, Director
Department of Community Services

approved
Cecilia Johnson
1/2/04

DATE: July 16, 2004

RE: Exemption from Competitive Bid for RAINS Net

Multnomah County Emergency Management recently received \$100,000 as part of the FY04 State Homeland Security Program grant. The funds are to be used for the purchase and installation Connect and Protect from RAINS Net. We are asking for an exemption from competitive bidding for the purchase of this application.

There are three primary reasons that an exemption makes sense. First, the grant we received from the State specifies the use of the funds for the purchase of Connect and Protect. Certainly we could reject the funds or request they be used in a different fashion. However we believe the use of Connect and Protect is an appropriate use of the funds and can be immediately put to use at Multnomah County.

Second, the funds will be used for the public benefit due to the nature of the project. Connect and Protect will be used as a critical component of Emergency Management's Alert Response and Recovery System (see below). This multi-hazard approach integrates the secure alert and notification of people and organizations of events and hazards while allowing for a customized response and recovery effort. This has not been tried in Multnomah County before and the use of this technology allows for the testing of the concept.

Third, the funds support RAINS Net. RAINS Net is a Portland not-for-profit consortium of technology companies formed to provide solutions for the homeland security market. The technology platform they have developed uses a "best of breed" approach from these firms that cannot be found from one single source. It is currently in use through the 911 system. This contract allows the

County to support a local organization using Federal funds while obtaining a service that it can use immediately.

This project will require the use of \$100,000 of State Homeland Security funds (already awarded). The project will begin upon approval by the Board of Commissioners of this exemption request and will be completed within 12 months. Emergency Management seeks to have the product in place and operational prior to a series of emergency exercises taking place in October and November, 2004. RAINS Net will provide 100 copies of the software, 2 publishing licenses (in order to push information out to users), training and some slight customization. Users of the software will include County employees who will staff the County's emergency operations center in the Multnomah Building, other responder organizations (police and fire), other cities, and partner organizations such as the Red Cross.

