

EXHIBIT G

Project _____

WEBTOOL DELIVERABLES

The following terms govern any Deliverables or Work Product under the Project that consist of software, databases collected and maintained for use with software, interactive web-based tools, resources, reporting, and other information and functionality, all computer programming code, in source code and object code format, and all user and programmer's documentation, manuals, flowcharts, data, databases, and technical documents (collectively, "Webtools").

1. Webtools Launch. As a condition to WRF's disbursement of the final installment of the Project Funds, Sub-recipient shall demonstrate to WRF's reasonable satisfaction that the Webtools are complete and operational, and the website at [insert url] (the "Hosted Site") where the Webtools are hosted is accessible and is operating substantially without error (the "Webtools Launch").

2. Webtools Assurances. Webtools are for all purposes Deliverables and Work Product under the PFA. The terms of this Exhibit G governing Deliverables that are also Webtools are terms in addition to all other terms and conditions in the PFA generally governing Deliverables and Work Product. Accordingly, Sub-recipient additionally represents and warrants that Webtools:

a. do not contain any virus, encryption, or any malicious code that corrupts, damages, or interferes with the use or operation of the Webtools, or of any software, database, platform, network, or system used to interface with or access and use the Webtools;

b. do not infringe or misappropriate the IP or personal or privacy rights of any other party; and

c. substantially conform with the technical specifications and other requirements for the Webtools as described in the Project Plan.

3. Hosting and Maintenance. Sub-recipient will for a period of five (5) years from the Webtools Launch (such five-year term and any extension or renewal thereof the "Webtools Term") provide the following services:

a. Sub-recipient shall host the Webtools at [insert url] (the "Hosted Site"), to accept user traffic directed there from WRF's main member and subscriber login site (the "WRF Users"). All WRF Users shall have unlimited and free right to access and use the Webtools at the Hosted Site throughout the Webtools Term. Users who are not WRF Users and access the Hosted Site and Webtools through other than a WRF subscriber login may be granted access to Webtools in accordance with terms and instructions determined by WRF. All users shall be required to agree, electronically by indicating their agreement online or through other verified and authenticated

methods, to the terms of the end user license agreement (“EULA”) in the form attached hereto as Schedule 1, before gaining access to Webtools.

b. The Hosted Site shall maintain an uptime of no less than 99.9% of the time, not including downtime for scheduled maintenance. Sub-recipient shall reasonably monitor, maintain, and remedy errors in availability and operation of the Webtools, and any Hosted Site downtime. Maintenance and support services for the Webtools and Hosted Site shall be available to WRF Users via email, chat and/or telephone support on weekdays (not including Federal Holidays), between the hours of [8AM and 6PM CST].

c. The Hosted Site shall utilize only encrypted connections. Sub-recipient shall at all times use and maintain an SSL certificate issued by [insert] for the Hosted Site.

4. Rights to Webtools and Hosted Site.

a. Any database provided and maintained, updated, corrected, supplemented, or in any manner modified through use and as part of the Webtools during the Webtools Term shall also be Work Product under the PFA.

b. All reports generated for WRF Users in their use of the Webtools shall be the property of [the inquiring WRF User].

c. The brand name for the Webtools service shall be [insert] (“Webtools Brand”). The Webtools Brand and the domain name [insert address of Hosted Site] shall be owned by WRF. WRF shall have the exclusive right to seek trademark registration on the Webtools Brand, and to register the domain name. The look and feel and all other text, graphics, photos, presentations, design, layout of the Hosted Site shall be Deliverables and Work Product, and the exclusive copyright of WRF.

d. [optional]The Hosted Site shall be branded with the Webtools Brand and with the names, marks, and logos of WRF (collectively with the Webtools Brand, the “WRF Marks”). The Hosted Site shall prominently feature a link to waterrf.org, and any other website directed by WRF. WRF grants to Sub-recipient a limited, restricted, revocable license to display the WRF Marks solely on the Hosted Site, and in all events consistent with WRF’s use requirements and standards associated with the WRF Marks. The Webtools, the Hosted Site, and Sub-recipient’s hosting, support and maintenance services for the foregoing shall meet or exceed the quality, integrity and professionalism standards associated with the WRF Marks. WRF retains the right to monitor use of the WRF Marks and the Hosted Site generally, and to require Sub-recipient to correct any failures to meet WRF’s quality standards associated with the WRF Marks, or to terminate Sub-recipient’s license to display the WRF Marks.

5. Term.

a. The term of this Exhibit G commences on the Effective Date of the PFA and continues until expiration of the Webtools Term, unless earlier terminated under Section VII of the PFA. Sub-recipient's obligations and WRF's rights under the PFA are hereby expressly extended through to the expiration or termination of the Webtools Term, as such PFA terms pertain to Webtools and the subject matter of this Exhibit G.

b. The Webtools Term may be renewed by WRF's written notice of renewal to Sub-recipient no later than ninety (90) days prior to any expiration of the then current Webtools Term.

c. In preparation for any expiration or non-renewal of the Webtools Term and of this Exhibit G, Sub-recipient shall reasonably assist WRF in transitioning the provision of the Webtools and all aspects of the Hosted Site to WRF and/or its designee, shall ensure that all current copies of Webtools and related Work Product are delivered to WRF and no such copies remain with Sub-recipient, and in all other respects shall comply with the requirements of the PFA as they pertain to Deliverables and Work Product.