



WASHTENAW COUNTY

Gregory Dill

03/21/2023

Gregory Dill
County Administrator

CR 54588 0

Schedule Express

3-Year Service Agreement

ATTESTED TO

Lawrence Kostenbaum

03/22/2023

Lawrence Kostenbaum
County Clerk/Register

APPROVED AS TO FORM

Michelle K. Billard

03/21/2023

Michelle K. Billard
Corporation Counsel

You have agreed to subscribe to the Schedule Express service for a 3-year term beginning on the annual renewal date of February 1, 2023, and will be invoiced per annum February 1, 2024, and February 1, 2025. It is acknowledged that

- Service is billed based on the total number of activated users. In the event You exceed the total number of activated users originally purchased, contact is made to determine if the additional number of activated users is temporary or permanent. If temporary, You will be requested to deactivate the appropriate number of users to get to the proper number of paid activated users originally purchased. If permanent, a supplemental invoice is sent for the additional number of activated users beyond what was originally purchased, for the remaining months of the current 12-month period. The additional number of activated users will be billed per annum for the remainder of the 3-year term.
- You are agreeing to a 3-year subscription in exchange for a discount from Our standard subscription fees. In the event You terminate or cancel the subscription before the end of the agreed term, You agree to pay Us the difference between Our standard subscription fees and Your discounted subscription fees from the beginning of the agreement term to the end of the current 12-month period, in addition to any other amount owed by You to Us for Our services.

To avoid any doubt as to the meaning of this clause, and by way of example, if You agree to a 3 year term for one subscriber at a standard subscription fee of \$13 per subscriber/per month/paid annually, and You receive a ten percent discount (\$1.30) per subscriber/per month, and you cancel or terminate Our services after 30 months, you will owe Us an additional \$46.8 per subscriber (\$1.30 x 36 months, or ten percent of \$468). It is as though You had not received a discount for Our services. Any other amount that is owed by You to Us for Our services will be owed at the time of termination or cancellation.

- You may terminate the Schedule Express service anytime by notifying Informer Systems 30-days in advance and according to the Terms of Service. No refunds are provided upon termination or cancellation.
- Service can be suspended if payment is not received within 30 days of the dated invoice.
- Schedule Express Terms of Service apply.

Informer Systems, LLC dba SafeCities™

Customer **Washtenaw County SO**
2201 Hogback Road
Ann Arbor, MI 48105

Mark D. Musick
Signature

Mark D. Musick
Print Name

CEO
Title

January 3, 2023
Date

Jerry L. Clayton
Signature

Jerry L. Clayton
Print Name

Sheriff
Title

January 9, 2023
Date

**Terms and Conditions governing the 3-year Service Agreement
between Safe Cities and Washtenaw County**

With respect to the 3-year Service Agreement between Safe Cities and Washtenaw County the following Terms and Conditions ("TAC") addressed below supersede the terms of the Master Price Agreement ("MPA") and Terms of Service ("TOS") as written in the contract between Safe Cities and League of Oregon Cities on June 24, 2020. This TAC in no way alters any agreement between Safe Cities and League of Oregon Cities or any other Participating Agency. Articles appearing below shall replace in whole the language of the identical article as it appears in the MPA and TOS. Where language is absent below, but appears in the MPA and TOS, it shall be deemed to have been stricken from the 3-year Service Agreement between Safe Cities and Washtenaw County. Safe Cities and Washtenaw County agree to the following

- 1 The MPA shall read as follows for the purpose of the 3-year Service Agreement between Safe Cities and Washtenaw County, any Article not included below shall remain as written in the MPA between Safe Cities and League of Oregon Cities signed on June 24, 2020 and attached here as Exhibit A:

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Purchaser upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Purchaser. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover

obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance Vendor waives all rights against the Purchaser and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless the Purchaser, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below.

If to Purchaser

WASHTENAW COUNTY
PO Box 8645
Ann Arbor, MI 48107-8645
ATTN: Lamisha Berryhill
berryhill@washtenaw.org

If to Lead Contracting Agency

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor

INFORMER SYSTEMS, LLC d/b/a SafeCities™
6500 River Place Blvd
Bldg 7, Suite 250
Austin, TX 78730
ATTN: Mark Musick
Email: mmusick@informerSystems.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

- II The TOS shall read as follows for the purpose of the 3-year Service Agreement between Safe Cities and Washtenaw County, any Article not included below shall remain as written attachment F to the MPA between Safe Cities and Oregon League of Cities and attached here as Exhibit A

7. WARRANTIES AND DISCLAIMERS

7.1. Our Warranties. We warrant that (i) the Services shall perform materially in accordance with the Terms of Service and the functionality of the Services will not be materially decreased during a subscription term

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

8. INDEMNIFICATION

8.1 Indemnification by Us Subject to the limitation of liability set forth herein, We will defend You and Your agents, servants, officials and employees from any and all Claims, arising out of (a) any gross negligence, reckless or intentional act, error or omission of Us or our officers, agents, servants or employees in the performance of the Purchased Services or accruing, resulting from or relating to the subject matter of these Terms of Service including, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property as the result of gross negligent design, manufacture, installation, or servicing of any part of the Services, and (b) any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world resulting from Your use of the Service as permitted under these Terms of Service This indemnification is contingent on You providing Us with prompt written notice of such a Claim You will use reasonable efforts to notify Us promptly of any third party claim, suit, or action for which You believe you are entitled to indemnification hereunder

8.2 Notwithstanding the foregoing, We will not be obligated to indemnify You to the extent that an infringement or misappropriation claim is based upon (i) any modification You make to the Services or Your use of the Services in a manner that We have not authorized in writing (ii) use of the Services in combination with other products not supplied or recommended by Us as being compatible with the Services, if such infringement or

misappropriation would not have occurred but for such combined use, (iii) use of any release of the Services other than the most current release actually furnished, if the most current release was furnished to You specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (iv) any modification of the Services made by You (other than at Our direction), if such infringement or misappropriation would not have occurred but for such modification. Our obligation to indemnify You in any event shall be reduced proportionately by the extent to which the injury or damage, which forms the basis of the underlying Claim, was caused by the Your negligent or wrongful act or omission.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WITH RESPECT TO ANY SINGLE INCIDENT, EXCEED \$500,000.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term. These Terms of Service commence on the date You commence using the Services and continue until all User subscriptions granted in accordance with the Terms of Service have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the first day of the training period and will continue until terminated or cancelled. The term shall begin on the date of this Agreement and end on January 31, 2026 per the 3 year service agreement between Purchaser and Vendor. **The per-unit pricing during any such renewal month shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior monthly term, in which case the pricing increase shall be effective upon renewal and thereafter.**

10.3. Termination for Cause. A party may terminate the Terms of Service for cause. (i) upon 30 days written notice to the other party of a

material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors

10.4 Refund or Payment upon Termination. Upon any termination for cause by Us as indicated in Section 3.2 (Your Responsibilities), Section 4.4 (Suspension of Service and Acceleration), Section 5.1 (Reservations of Rights), Section 5.2 (Restrictions), and Section 6.2 (Protection of Confidential Information), You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6. Surviving Provisions. Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.2 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6. (Surviving Provisions) 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of these Terms of Service.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1. General. Notices should be directed and sent to CEO, Informer Systems, LLC, d/b/a SafeCities™ 6500 River Place Blvd, Bldg, 7, Suite 250, Austin, TX 78730. Notice to Washtenaw County should be directed to LaMisha Berryhill, Washtenaw County Sheriff's Office, P O Box 8645, Ann Arbor, MI 48107-8645. These Terms of Service are governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regards to its principles of conflicts of law. We agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Washtenaw, Michigan, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

11.2 Manner of Giving Notice. Except as otherwise specified in the Terms of Service, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (i) personal

delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim) Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You

12. GENERAL PROVISIONS

12.1. **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services Without limiting the foregoing, (i) each party represents that it is not named on any U S government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U S export embargo, prohibition or restriction

12.2 **Relationship of the Parties.** The parties are independent The Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties

12.3. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Terms of Service

12.4. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under the Terms of Service shall constitute a waiver of that right Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity

12.5 **Severability.** If any provision of the Terms of Service is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms of Service shall remain in effect

12.6. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld) Notwithstanding the foregoing, either party may assign the Terms of Service in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party

12.7. **Entire Agreement.** These Terms of Service, including all exhibits and addenda hereto, constitute the entire agreement between the

parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Unless we unilaterally change these Terms of Service and post a copy of the Terms of Service as changed on the Site, no modification, amendment, or waiver of any provision of these Terms of Service shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms of Service and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.8 Electronic Signatures and Contracts Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that Your electronic submissions via the Site constitute Your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions You enter into on the Site, including notices of cancellation, policies, contracts, and applications. In order to access and retain Your electronic records, you may be required to have certain hardware and software, which are Your sole responsibility.

12.9. Notice for California Users Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

12.10. U.S. Government Rights If You are, or are entering into these Terms of Service on behalf of, any agency or instrumentality of the United States Government, the Services, including related software, technology and documentation, are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Services, including related software, technology and documentation, are governed by the terms of these Terms of Service.

IN WITNESS WHEREOF, the parties have executed these Terms and Conditions by their duly authorized officers or representatives

INFORMER SYSTEMS, LLC dba SAFECITIES™

By Mark D. Musick
(Signature)

Name Mark D Musick
(Print or Type)

Title CEO
(Print or Type)

Date March 9, 2023

WASHTENAW COUNTY, MI

By Jerry Clayton
(Signature)

Name Jerry Clayton
(Print or Type)

Title SHERIFF
(Print or Type)

Date 3/13/23



Informer Systems DBA SafeCities
 6500 River Place Blvd Bldg 7 Ste 250
 Austin, TX 78730
 512-680-3327
 bettle.mccarthy@safecitiesco.com
 http://www.safecitiesco.com

Invoice

BILL TO
 Washtenaw County Sheriff's Office
 PO Box 8645
 Ann Arbor, MI 48107-8645

SHIP TO
 Washtenaw County Sheriff's Office
 WCSO Station 1-Washtenaw County
 2201 Hogback Road
 Ann Arbor, MI 48105-9732

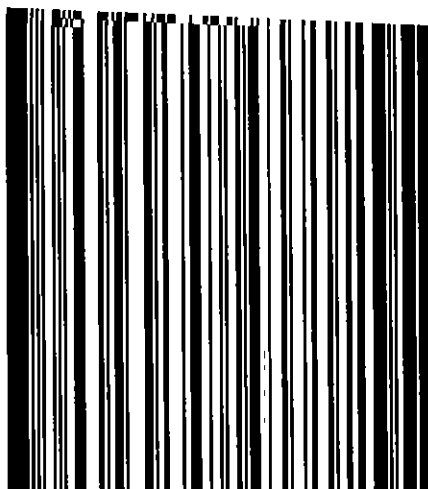
INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5987	01/01/2023	\$44,323.20	01/31/2023	Net 30	

CUSTOMER NUMBER
20875

PURCHASE ORDER
PO# 20230060

DESCRIPTION	QTY	RATE	AMOUNT
ScheduleExpress Service for February 1, 2023 - January 31, 2024			
ScheduleExpress Service for February 1, 2023 - December 31, 2023 342 Users @ 12.00 = \$4,104.00 \$4,104 00 x 11 Months = \$45,144 00			45,144 00
ScheduleExpress Service for January 1, 2024 - January 31, 2024 342 Users @ 12 00 = \$4,104.00 \$4,104.00x 1 Month = \$4,104 00			4,104 00
10% discount for Year 1 of 3-year commitment.			-4,924 80
Thank you for your business!			
		SUBTOTAL	44,323 20
		TAX	0.00
		TOTAL	44,323 20
		BALANCE DUE	\$44,323.20

B 2559
 44,323.50
 (1) 1:2723 MJL



LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Informer Systems, LLC ("Vendor")

RECITALS

WHEREAS, the Vendor is in the business of selling certain Public Safety Software Solutions, Data Collection, Storage and Utilization, as further described herein, and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein, and

WHEREAS, through a solicitation for Public Safety Software Solutions, Data Collection, Storage and Utilization the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No 2020 for Public Safety Software Solutions, Data Collection, Storage and Utilization, and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et seq), and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov,

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No 2020 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents")

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement,
- (ii) The RFP,
- (iii) Vendor's Proposal,

2.6 Extension of contract terms to Participating Agencies

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods, (each a "Renewal Term"), provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement, provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select, provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U S patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below.

If to Lead Contracting Agency

LEAGUE OF OREGON CITIES
1201 Court St NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor

INFORMER SYSTEMS, LLC
1900 South Norfolk Street
Suite 350
San Mateo CA 94403
ATTN: Mark Musick
Email: mmusick@informersystems.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND, ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a

modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency

ARTICLE 23 - GOVERNING LAW

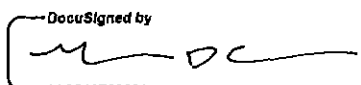
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below

PURCHASER

Signature 
 DocuSigned by
886546F8889143E

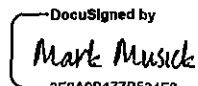
Printed Name Mike Cully

Title Executive Director

LEAGUE OF OREGON CITIES

Dated 6/24/2020

VENDOR

Signature 
 DocuSigned by
3F2A9B177B534E3

Printed Name Mark Musick

Title President

Informer Systems, LLC


Dated 6/24/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Source of list price is directly from Informer Systems, LLC with a publication date of March 3, 2020
 All products offered are new, unused, and most current All price proposals include freight and
 delivery This pricing schedule covers Categories 1, 2, 5, 9, and 11

Informer Systems				
	League of Oregon Cities			
	Pricing			
Number of Users	License Fee Per User/Per Month* *(Billed Annually)	Fixed Discount per # of Users	Number of Users	Total Annually
1-30	\$20 00	0 0%	0	\$0 00
31-150	\$13 00	35 0%	0	\$0 00
151-300	\$12 50	37 5%	0	\$0 00
301-500	\$12 00	40 0%	0	\$0 00
501-750	\$11 50	42 5%	0	\$0 00
751-1000	\$11 00	45 0%	0	\$0 00
1001-1250	\$10 50	47 5%	0	\$0 00
1251-1500	\$10 00	50 0%	0	\$0 00
1501-1750	\$9 50	52 5%	0	\$0 00
1751-2000	\$9 00	55 0%	0	\$0 00
2001-2250	\$8 50	57 5%	0	\$0 00
2251-2500	\$8 00	60 0%	0	\$0 00
2501-2750	\$7 50	62 5%	0	\$0 00
2751-3000	\$7 00	65 0%	0	\$0 00
3001-3250	\$6 50	67 5%	0	\$0 00
3251-3500	\$6 00	70 0%	0	\$0 00
3501-3750	\$5 50	72 5%	0	\$0 00
3751-4000	\$5 00	75 0%	0	\$0 00
4001 and above	\$4 50	77 5%	0	\$0 00
Additional Discounts				
	10% addl number of users			Included
	Onsite refresher training			Included
	Unlimited 'live' web-based training			Included
	All future maintenance and updates			Included
	24/7/365 service, support, and maintenance			Included

Professional Services		Personnel	Rate	Days	Total
	One-time onsite full deployment of Schedule Express One-time onsite training for all admin & supervisory personnel One-time onsite data collection and custom configuration	0	\$1,500 per person	0	\$0 00
	50% discount for rapid deployment within 60 days after receipt of order				\$0 00
Additional Services			Rate		Total
Custom Reports	Modification of Existing Report or Creation of New Report		\$1,000 each		\$0 00
Programming Services	Custom Development or Integration with Third Party Applications		\$190 per hr		\$0 00
System Analysis Services	Analysis & Evaluation of Work Force Management Processes & Procedures		\$190 per hr		\$0 00

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Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at [http](#)], as may be updated from time to time [A current list may be obtained from Vendor]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY

Terms of Service

THESE "TERMS OF SERVICE" GOVERN YOUR PURCHASE OF OUR SERVICES. THESE TERMS OF SERVICE WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

These Terms of Service were last updated on November 7, 2019. They are effective between You and Us as of the date You commence using the Services. We may, in Our sole and absolute discretion, change these Terms of Service from time to time. We will post a copy of the Terms of Service as changed on the Site. Your continued use of the Services constitutes your agreement to abide by the Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Services.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. *"Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.*

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Purchased Services" means Services that You or Your Affiliates purchase.

"Services" means the online, Web-based applications and platform provided by "Us" via www.scheduleexpress.com and/or other designated websites (collectively, the "Site").

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users include Your employees and agents.

"We," "Us" or "Our" means the Informer Systems, LLC.

"You" or "Your" means the company or other legal entity for which you are accepting the Terms of Service and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services

2. PURCHASED SERVICES

2.1 Provision of Purchased Services We shall make the Purchased Services available to You pursuant to these Terms of Service. You agree that Your purchase hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 User Subscriptions Services are purchased as User Subscriptions and may be accessed by no more than the specified number of Users. User Subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added. Added User Subscriptions shall terminate on the same date as the pre-existing subscriptions. Subscriptions are for designated Users and cannot be shared or used by more than one User.

3. USE OF THE SERVICES

3.1 Our Responsibilities We shall (i) provide to You basic support for the Purchased Services at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for (a) planned downtime (of which We shall give ample notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 Your Responsibilities You shall (i) be responsible for Users' compliance with these Terms of Service, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with its intended use and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 User Fees Subscription fees are based on monthly periods that begin the first day of the month and are billed annually. Subscriptions that are activated within the month will be prorated, e.g. fees for Subscriptions activated in the middle of a monthly period will be prorated for that monthly period. You shall pay all fees specified in all invoices hereunder. Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars, (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable. Current fees for the Services may be obtained by calling our Sales Department at 800-470-6102.

4.2 Invoicing and Payment You will provide Us with valid and updated contact information with a valid purchase order or alternative document reasonably acceptable to Us. Payment is required to be made in advance annually, or in accordance with a mutually agreed upon billing cycle. We will invoice You in advance and otherwise in accordance with these Terms of Service. Invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3 Overdue Charges If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4 Suspension of Service and Acceleration If any amount owing by You under these Terms of Service or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions. You shall not, (i) permit any third party to access or use the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data, Our Confidential Information shall include the Services, and Confidential Information of each party shall include the Terms of Service, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMERS

7.1 Our Warranties We warrant that (i) the Services shall perform materially in accordance with the Terms of Service and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Disclaimer EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS

ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

8. INDEMNIFICATION

8.1 Indemnification by You You shall defend Us and Our agents, servants, officials and employees from any and all claims, losses, liabilities, damages, costs, and expenses, including attorneys' fees, accountant, expert witness fees, related costs of investigation, and court costs (a "Claim") made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of these Terms of Service, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by Us in connection with any such Claim, provided, that We (a) promptly give You written notice of the Claim, (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability), and (c) provide to You all reasonable assistance, at Our expense

8.2 Indemnification by Us Subject to the limitation of liability set forth herein, We will defend You and Your agents, servants, officials and employees from any and all Claims, arising out of (a) any gross negligence, reckless or intentional act, error or omission of Us or our officers, agents, servants or employees in the performance of the Purchased Services or accruing, resulting from or relating to the subject matter of these Terms of Service including, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property as the result of gross negligent design, manufacture, installation, or servicing of any part of the Services, and (b) any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world resulting from Your use of the Service as permitted under these Terms of Service. This indemnification is contingent on You providing Us with prompt written notice of such a Claim, granting Us, with the prior written approval of Your City/County Attorney, not to be unreasonably withheld, sole control of the defense of any such Claim, along with the right and opportunity to approve or reject any settlement of any claim for which You will seek indemnification from Us. In the event Your City/County Attorney does not provide such prior written approval, We will have no obligation to indemnify You pursuant to this Section 8.2. You will use reasonable efforts to notify Us promptly of any third party claim, suit, or action for which You believe you are entitled to indemnification hereunder.

8.3 Notwithstanding the foregoing, We will not be obligated to indemnify You to the extent that an infringement or misappropriation claim is based upon (i) any modification You make to the Services or Your use of the Services in a manner that We have not authorized in writing (ii) use of the Services in combination with other products not supplied or recommended by Us as being compatible with the Services, if such infringement or misappropriation would not have occurred but for such combined use, (iii) use of any release of the Services other than the most current release actually furnished, if the most current release was furnished to You specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release, or (iv) any modification of the Services made by You (other than at Our direction), if such infringement or misappropriation would not have occurred but for such modification. Our obligation to indemnify You in any event shall be reduced proportionately by the extent to which the injury or damage, which forms the basis of the underlying Claim, was caused by the Your negligent or wrongful act or omission.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY,

EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT

9.2 Exclusion of Consequential and Related Damages IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1 Term These Terms of Service commence on the date You commence using the Services and continue until all User subscriptions granted in accordance with the Terms of Service have expired or been terminated.

10.2 Term of Purchased User Subscriptions User subscriptions purchased by You commence on the first day of the training period and will continue until terminated or cancelled. **Except as otherwise specified, all User subscriptions shall automatically renew for the annual period(s), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription month. The per-unit pricing during any such renewal month shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior monthly term, in which case the pricing increase shall be effective upon renewal and thereafter.**

10.3 Termination for Cause. A party may terminate the Terms of Service for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination Upon any termination for cause by You, any prepaid fees covering the remainder of the term of all subscriptions shall not be refunded after the effective date of termination. Upon any termination for cause by Us as indicated in Section 3.2 (Your Responsibilities), Section 4.4 (Suspension of Service and Acceleration), Section 5.1 (Reservations of Rights), Section 5.2 (Restrictions), and Section 6.2 (Protection of Confidential Information), You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6 Surviving Provisions Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.2 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of these Terms of Service.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General Notices should be directed and sent to CEO, Informer Systems, LLC, 1900 S. Norfolk Street | Suite 350, San Mateo, CA 94403. These Terms of Service are governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of San Mateo, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

11.2 Manner of Giving Notice Except as otherwise specified in the Terms of Service, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Waiver of Jury Trial Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Terms of Service.

12. GENERAL PROVISIONS

12.1 Export Compliance Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

12.2 Relationship of the Parties The parties are independent. The Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 No Third-Party Beneficiaries There are no third-party beneficiaries to the Terms of Service.

12.4 Waiver and Cumulative Remedies No failure or delay by either party in exercising any right under the Terms of Service shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability If any provision of the Terms of Service is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms of Service shall remain in effect.

12.6 Attorney Fees You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under these Terms of Service following Your breach of Section 4.2 (Invoicing and Payment).

12.7 Assignment Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Terms of Service in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of the Terms of Service upon written notice to the

assigning party. In the event of such a termination, We shall not refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Terms of Service shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Entire Agreement These Terms of Service, including all exhibits and addenda hereto, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Unless we unilaterally change these Terms of Service and post a copy of the Terms of Service as changed on the Site, no modification, amendment, or waiver of any provision of these Terms of Service shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms of Service and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.9 Electronic Signatures and Contracts Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that Your electronic submissions via the Site constitute Your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions You enter into on the Site, including notices of cancellation, policies, contracts, and applications. In order to access and retain Your electronic records, you may be required to have certain hardware and software, which are Your sole responsibility.

12.10 Notice for California Users Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

12.11 U.S. Government Rights If You are, or are entering into these Terms of Service on behalf of, any agency or instrumentality of the United States Government, the Services, including related software, technology and documentation, are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Services, including related software, technology and documentation, are governed by the terms of these Terms of Service.