

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 LION GROUP, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Simulation & Training for Public Safety, 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 Simulation & Training for Public Safety 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. 2225 for Simulation & Training for Public Safety; 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. 2225 (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, tribal, 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, tribal 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.

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, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA22190, 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: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

LION Group, Inc.
7200 Poe Ave
Suite 400
Dayton OH 45414
ATTN: Melissa Kirk
Email: mkirk@lionprotects.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.

[Signature page to follow]

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:

DocuSigned by:
Signature: Patricia M. Mulvihill
A49AFD929F7246E...
Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: April 5, 2023 | 7:45 AM PDT

VENDOR:

DocuSigned by:
Signature: Mark T. Smith
474CBB00BB93411...
Printed Name: Mark T. Smith

Title: President
LION GROUP, INC.

Dated: March 31, 2023 | 11:16 AM PDT

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SIMULATION AND TRAINING EQUIPMENT FOR PUBLIC SAFETY	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
FIRE SERVICE SIMULATION	3% less current MSRP
OTHER	

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.

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LION GROUP, INC
PURCHASE ORDER TERMS AND CONDITIONS
Revised Effective July 23, 2020

1. General Provisions

LION GROUP, INC. is hereinafter called "Purchaser" and the party with whom this purchase order ("Purchase Order") is placed is hereinafter called "Seller". This Purchase Order may be used to purchase supplies, machinery, equipment etc. and may also be used to contract for maintenance, services and construction work on premises of the Purchaser. All goods or work covered by this Purchase Order regardless of the type are hereinafter called "Items." Acceptance of this Purchase Order creates a contract that is expressly limited to the terms and conditions of this Purchase Order, including the face page of this Purchase Order. In acknowledging and accepting this Purchase Order, Seller acknowledges that none of Seller's terms and conditions shall apply. Acceptance by the Purchaser of the Items delivered under this purchase order shall not constitute agreement to Seller's terms and conditions. Seller may not reserve a security interest in the Items shipped under this Purchase Order.

2. Price and Cash Discounts

The price which the Seller charges in filling this Purchase Order shall not be higher than that last price charged or quoted to the Purchaser for such Items (if there has been a charge or quote previously) unless the Purchaser expressly so agrees in writing. If a price is set forth on the face of this order by the Purchaser, such price shall control, subject to those terms and conditions which follow. In all events the Seller shall charge the Purchaser a price which is not in excess of the lowest prevailing market price for items of comparable commercial value or the lowest price at which Seller is selling such Items.

The specified period for any cash discount offered by Seller shall begin with the date of Seller's invoice except that if Seller's invoice does not arrive at Purchaser's office as specified on the face of this Purchase Order within five days after the date of the invoice the discount period shall be considered to have begun five days before the invoice is received by the Purchaser.

3. Delivery

If the Purchaser has inserted a delivery or completion date on the face of this Purchase Order, the Purchaser reserves the right to cancel this Purchase Order if said date is not met or if, prior to said date, after inquiry by Purchaser, Seller fails to provide adequate assurance, and Purchaser thereby reasonably believes that the Purchaser's delivery or completion date will not be met. Purchaser also reserves the right to assess a reasonable Chargeback if Seller fails to meet its delivery or completion date on the face of this Purchase Order in accordance with the Chargeback Policy set out in the Standard on Marking, Packaging and Routing Guide (the "Standard"), which is expressly incorporated herein by reference. If a delivery or completion date is not specified on the face of this order, a reasonable time will be allowed. The delivery dates indicated by the Purchaser for the articles, material or work to be supplied under this purchase order are of the essence. Deliveries shall be made by Seller strictly in accordance with the instructions specified herein. All shipments must be packed to conform to Purchaser's specifications, and Purchaser may reject all or part of any delivery based on non-conformance. Failure to meet agreed-upon delivery dates shall be considered a breach of the contract. Unless otherwise agreed in writing by both parties, Seller shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Purchaser's requirements. Goods shipped to the Purchaser in advance of schedule may be returned to Seller at Seller's expense.

During the term of this Purchase Order, the Purchaser may give written notice to Seller requesting that Seller implement certain

forms of Flexible Delivery Programs, including but not limited to

Consignment and Make and Hold. Except as otherwise mutually agreed upon by the parties, the terms and conditions of this Purchase Order apply to any Flexible Delivery Program.

4. Compliance with Law

Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, and those affecting or limiting prices, production, purchase, sale and use of material. If requested by the Purchaser, Seller agrees to timely certify compliance with such laws in such forms as the Purchaser may request.

5. Compliance with Export/Import Requirements

For each international shipment, Seller shall furnish all required export/import documents. Seller shall furnish: (i) all documents required to obtain export credits and customs drawback; (ii) certificates of origin for the materials and goods supplied and a commercial invoice stating the value added in each country; (iii) all NAFTA, AGOA, CBTPA, ATPDEA, or other trade preference program related documents; (iv) all required export licenses or authorizations; (v) all documents relating to visa requirements; and (vi) any other document requested by the Purchaser. Seller warrants that the content of such documents shall be true and accurate. Seller shall defend, indemnify and hold harmless Purchaser for any damages, included but not limited to duties, interest and penalties, arising from a false or inaccurate statement.

6. Compliance with Customs' Requirements

Wherein Seller is providing imported Items to Purchaser, Seller agrees to abide by all relevant Bureau of Customs and Border Protection of the U.S. Department of Homeland Security (hereinafter "U.S. Customs") Regulations including 19 CFR 102.21. Please refer to Title 19 CFR Ch.1 (located online at www.access.gpo.gov) It is the responsibility of the Seller to know and maintain compliance with all U.S. Customs regulations, inclusive beyond regulations cited in this document, and which are in effect at the time of contract. Seller agrees to maintain for five years adequate recordkeeping as defined in U.S. Customs Regulations, and agrees to make any and all such records available to Purchaser at Purchaser's request.

Seller shall also accept, implement and comply with all applicable requirements, rules and regulations of U.S. Customs with regard to the importation of merchandise. At Purchaser's- or U.S. Customs' request, Seller shall certify in writing its compliance with U.S. Customs requirements. Seller shall defend, indemnify and hold Purchaser harmless from and against any liability, claims, demands, or expenses or charges (including attorney's or other professional fees) arising from or relating to Seller's not complying with U.S. Customs laws, rules, and regulations regarding the importation of merchandise.

7. Compliance with Labeling Requirements

Seller agrees that at all times it will include on all goods appropriate labels indicating the country of origin of the imported merchandise and other labeling requirements in compliance with applicable U.S. laws and regulations.

8. Transshipment of Merchandise

Seller warrants that the genuine and true origin of all merchandise subject to this Purchase Order is stated on any country of origin declaration, invoice, visa or other document made in conjunction with the importation of the merchandise into the United States and that no shipment has been illegally transshipped from any country. In conjunction with this responsibility, Seller shall verify that manufacturers and subcontractors have the production capacity,

machinery and labor force necessary to produce the merchandise as specified in this Purchase Order and further verify that such entity produced the merchandise by completing "Factory Profile" and "Verification of Production" forms. Any purchase order issued by Seller for the account of Purchaser shall bear the following legend:

"The Seller has advised the Purchaser that all the manufacturing operations required for this order will be performed in [country of origin]. Seller will immediately notify Purchaser if any of these operations are to be shifted to other countries."

In addition, Seller shall verify the physical production and shipment of the merchandise. This is consistent with the U.S. Customs requirements and the Code of Conduct for Manufacturers. Seller shall also obtain executed Vendor's Certification of Origin forms, from vendors certifying the correct country of origin of contracted merchandise. The submission of such Vendor's Certification of Origin Form together with Seller's Certificate of Origin form will be a condition of payment on any applicable Letter of Credit issued in connection with textile and apparel purchases by Purchaser. In the event that U.S. Customs denies entry or assesses any claim for duties, taxes, interest, penalty, liquidated damages, or other charges on the grounds of an incorrect origin or incorrect origin declaration or incorrect textile visa or similar document, Purchaser shall be entitled, at its discretion, to withhold any commission due for such shipment, and Purchaser shall be entitled to actual and consequential damages and attorney's fees in connection with such breach, including any duties, taxes, interest, penalties or liquidated damages assessed by or paid to U.S. Customs.

9. Communication with Customs Authority

Seller agrees to respond to all reasonable requests of Purchaser made on its own account, or in conjunction with requests made by U.S. Customs, in connection with the efforts of Purchaser to import the merchandise subject to this Purchase Order. Seller also agrees to notify Purchaser immediately of any direct communication it may have with U.S. Customs in connection with the procuring of Purchaser's Items.

10. Modifications

The Purchaser shall have the right, from time to time, to make changes, additions, omissions, or alterations in the Items or to packing, destinations, specifications, drawings, design or to postpone the delivery schedule. Immediately upon such change being ordered, the parties shall undertake to agree to an appropriate adjustment in price, up or down, and/or in the other terms of this Purchase Order. To be binding upon the Purchaser, such changes and such adjustments must be in writing and signed by a duly authorized representative of the Purchaser.

11. Inspection

All inspections and tests shall be made as required by this Purchase Order or any Purchase Order. Copies of all test reports, test data, and other documents, in the number specified, shall be forwarded by Seller to Purchaser at the mailing address set forth on the particular Purchase Order. Purchaser shall be entitled, but not required, to perform inspections at Seller's or its vendors' and subcontractors' premises of all Products purchased hereunder at any stage in the manufacturing process, and Purchaser shall be entitled to reject any partially completed work which fails to conform to the requirements of this Purchase Order.

Seller shall advise Purchaser ten (10) days in advance when the Products are ready for inspection. No such inspection or failure to inspect shall relieve Seller of any responsibility or liability with respect to such Products nor be interpreted in any way to imply acceptance thereof by Purchaser. Any expression of acceptance or general satisfaction on the part of Purchaser prior to inspection and testing shall not be deemed an acceptance. Inspections by or on behalf of Purchaser shall not relieve Seller of its obligations to make full and adequate tests and inspections during production.

Seller agrees to permit Purchaser to verify the quality of supplies and services being provided under any Purchaser purchase order, including this Purchase Order, at any production stage in Seller's facility. Verification may consist of a physical assessment/surveillance of Seller's facility and quality programs and/or a source inspection. Deficiencies identified during such verification shall be positively corrected by Seller in the most expeditious manner possible. Seller shall provide all reasonable access to facilities and assistance for the safety and convenience of personnel engaged in such verification. Seller agrees to include similar language into each related subcontractor agreement. Seller might make hereunder appropriate language to the same effect. Seller is required to ensure that the manufacturing processes used meet the specifications and requirements of the Purchaser.

Items furnished hereunder may at any time be rejected for defects or defaults revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such Items may have previously been inspected and accepted. Such rejected Items may be returned to the Seller for full refund to Purchaser, including shipping and transportation charges in accordance with Purchaser's procedures specified in the Chargeback Policy in the Standard.

12. Warranties

The Seller warrants all Items delivered hereunder to be free from defects or materials or workmanship, to be of good and merchantable quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the Purchaser, and shall be free from defects and be fit and sufficient for the purpose intended by the Purchaser. The Seller further warrants that the Seller will have good title to the Items free and clear of all liens and encumbrances and will transfer such title to Purchaser. The warranties and agreements of Seller herein contained are in addition to, and not in substitution of, any other warranties specified herein or implied by applicable law and shall survive any inspection, delivery, acceptance or payment by the Purchaser. Seller shall reimburse Purchaser for all damages to Purchaser caused by faulty materials, improper workmanship or improper packing or shipping on the part of Seller, and Purchaser may, at its option, offset the purchase price hereunder by any such amounts, unless such faulty materials were caused by Purchaser's design. In the event of any ambiguities in specifications, drawings, or any other requirements of this Purchase Order whatsoever, Purchaser's interpretations thereof shall be conclusive and binding.

13. Freight Terms

(a.) All domestic shipments originating within the United States will be shipped FOB, Hazel Green, KY, unless otherwise specified on the face of this Purchase Order.

(b) For international shipments, in the event that INCOTERMS 2010 are provided for on the face of this Purchase Order, the elections made by such terms shall govern the transaction provided for in this Purchase Order.

(c) For international shipments, in the event INCOTERMS 2010 are not specified on this Purchase Order, title and risk or loss to and with respect to the terms shall remain in the Seller until the Items in a completed state have been delivered to and accepted by the Purchaser or, upon written authorization of the Purchaser, to an agent or consignee duly designated by the Purchaser at the location specified on the face hereof. Items which are to be shipped shall be shipped DDP (INCOTERMS 2010), Purchaser destination, unless otherwise specified by the Purchaser. Any charge made for transportation as authorized by Purchaser must be accompanied by the carrier's original bill. A packing slip must accompany each such shipment and if a shipment is to a consignee or agent of the Purchaser a copy of the packing slip shall be forwarded concurrently to the Purchaser. If routing is not specified, the Seller shall contact Purchaser's Transportation Department at 1-800-548-6614, to insure delivery to Purchaser's premises on or before the specified delivery date.

14. Marking, Packaging and Routing Shipments

Seller agrees to abide by the Standard with respect to identifying requirements for uniform marking, packaging, and transporting of goods therein. Seller shall assume the responsibility of adhering to all guidelines and requirements in the Standard unless otherwise authorized in writing by Purchaser.

15. Logo and Other Designs

Any logo designs contained herein or any products specified in this Purchase Order are the sole property of Purchaser or Purchaser's customer. Purchaser has received written authorization to duplicate this logo in accordance with appropriate specifications. Purchaser grants Seller the permission to utilize this logo as specified for the sole purpose listed on this Purchase Order. Any reproduction of the logo for purposes other than those listed on the Purchase Order is a violation of the law and Seller may risk prosecution from Purchaser and/or Purchaser's customer. Any Items produced with said logo not shipped to Purchaser or Purchaser's customer are to be destroyed and can in no way be distributed to any other party without the prior written consent of Purchaser or Purchaser's customer.

16. Liabilities and Indemnity

The Seller shall defend, indemnify and hold harmless the Purchaser, its agents, consignees, employees and representatives from and against all expenses, costs, damages, claims, suits, or liabilities (including attorney's fees of the Purchaser) of every kind whatsoever asserted against or incurred by Purchaser at any time by reason of, arising out of, or in any way due to or resulting from, in whole or in part, the Items, including but not limited to the preparation, design, manufacture, construction, completion, warnings, instructions, or delivery of the Items, the failure of the Items to comply with any standard, regulation, code, or statute, or any act or omission by any subcontractor of the Seller relating to the Items, and excluding only such damages as are caused solely by the active and independent negligence of the Purchaser, which does not include, among other things, the Purchaser's use, processing, incorporation, or sale of the Items or Purchaser's alleged failure to discover or warn of a condition caused or permitted to exist by the Seller or any subcontractor.

17. Damages in Shipment

Risk of loss or damage in shipment, transit and delivery, concealed or otherwise, to goods ordered under this Purchase Order shall remain with Seller until receipt of goods by Purchaser from carrier at Purchaser's facility or final acceptance, whichever is later. The obligation of this Section shall not be varied by trade usage, course of dealing or course of performance or by the use of trade terms such as F.O.B., F.A.S. or the like, irrespective of whether this Purchase Order is deemed to be of a shipment or destination type.

18. Insurance

Seller agrees to obtain and maintain at its expense, and agrees to furnish Purchaser with satisfactory evidence of the following insurance coverage:

- a. Workers compensation and employers' liability insurance covering its employees while on the Purchaser's premises that complies with the statutory minimum requirements in the applicable state(s);
- b. One or more commercial general products liability insurance policies with minimum limits of bodily injury and/or property damage; \$1,000,000 each occurrence; general policy aggregate: \$2,000,000; products/completed operations aggregate: \$2,000,000; Umbrella liability insurance with minimum limits of

\$5,000,000 per occurrence, \$5,000,000 aggregate, in excess of the underlying coverage required above. Seller shall furnish to purchaser a copy of the applicable additional insured endorsement and a certificate from a reputable broker which evidences the kinds of insurance coverage and the limits specified above, and identifies LION GROUP, INC. as an

additional insured as to general and auto liability coverage. Such policies of insurance shall not be cancelable except upon ten (10) days written notice to Purchaser and proof of such insurance shall be furnished by the Seller to the Purchaser. In addition, such policies shall protect all subcontractors of the Seller. The Seller agrees to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any all claims made against the persons insured under said policies of insurance and to send copies of such reports to the Purchaser.

19. Patents, Copyrights and Trademarks

The Seller shall defend, indemnify and hold harmless the Purchaser from any and claims from infringement of any patent, copyright, trademark, or trade dress by reason of the manufacture, use or sale of the Items and shall indemnify the Purchaser for any costs, expenses, liability and damages, including attorneys' fees, which the Purchaser may incur by reason of any alleged infringement.

20. Force Majeure

In the event of causes beyond the control of the Purchaser, such as fire, flood, strikes, accidents, transportation difficulties, or rules or regulations of any governmental authority, which would make it unwise in Purchaser's discretion to accept delivery hereunder, Purchaser shall have the option to cancel this Purchase Order without liability or delay the delivery or completion of all or a part of the Items.

21. Cancellation and Termination

Purchaser reserves the right to cancel at any time all or any part of this Purchase Order for any breach by Seller including if (a) the Seller becomes insolvent; (b) a petition under any chapter of the bankruptcy laws is filed by or against the Seller; (c) the Seller makes a general assignment for the benefit of creditors; (d) a receiver is requested or appointed for the Seller or the Seller's assets; (e) the Seller should fail to use properly skilled personnel (f) the Seller should fail to make prompt payment to any subcontractors it may have for any material, labor, transportation, supplies, fuel, use of equipment or other expenses it incurs in the production or construction of the Items; or (g) Seller should fail to comply with any of its obligations in this Purchase Order, then, in such events, the Purchaser may terminate this Purchase Order and take possession of the Items in whatever stage of completion they may be or employ such other person or persons to finish the Items and collect from the Seller any additional expense or damage which the Purchaser may suffer.

22. Taxes

Except as may be otherwise provided in this Purchase Order, the contract price includes all applicable federal, state and local taxes. The Seller shall also pay as required by applicable laws, all payroll taxes or contributions or payments for unemployment insurance or Workmen's Compensation insurance or old age pensions or annuities, including social security contributions, and shall hold the Purchaser harmless from any assessments against the Purchaser in connection therewith. The Seller shall fully comply with all applicable employers' liability laws and Workmen's Compensation acts of each state or political subdivision in which the Items are to be manufactured, constructed or located. The Seller shall furnish the Purchaser with evidence of the foregoing satisfactory to the Purchaser if the Purchaser requests.

23. Public Licenses and Permits

The Seller shall be required to obtain and pay for any licenses, permits, and inspections by public bodies required in connection with the Items.

24. Confidentiality

Any purchase order, specification, drawings, notes, instructions, engineering notices or technical data referred in this Purchase Order shall be deemed to be incorporated herein by reference the same as if fully set forth. The Purchaser shall at all times retain title to all

such documents and Seller shall not disclose such to any party other than Purchaser or a party duly authorized by the Purchaser. Upon the Purchaser's request or upon completion and delivery of the Items, the Seller shall promptly return all such documents to the Purchaser. Seller shall not disclose any such information to any third party, including any independent contractor, unless such person has signed a written confidentiality agreement with the Purchaser. Seller shall not utilize such information for any purpose other than the performance of its obligations hereunder and shall not disclose nor permit persons under its control to disclose such information to any third party. Failure of Seller to observe this provision shall constitute a material breach of this Purchase Order.

25. Liens

The Seller hereby waives its right to any mechanic's lien or other lien under any applicable statutes or otherwise for work done or materials furnished in connection with the Items. At the Purchaser's request, the Seller shall obtain from any subcontractor or material man prior to the performance of any work on the Items of the furnishing of any materials for the Items, a written waiver satisfactory to the Purchaser of its right to any such lien and shall deliver such waiver to Purchaser promptly upon receipt therefore. If at any time there shall be evidence of the existence of any lien or claim the Purchaser may use moneys then due or to become due hereunder to discharge such lien or satisfy such claim and credit such amounts against the amounts due or to become due to the Seller.

26. Premises

- (a) If work is to be performed hereunder on premises of the Purchaser, the Seller represents that it has examined the premises and any specifications or other documents furnished in connection with the Items and that it has satisfied itself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on the part of the Seller.
- (b) If work is to be performed hereunder on premises of the Purchaser, the Seller shall at all times keep the premises free from accumulations of waste material or rubbish. At the completion of the Items the Seller shall leave the premises and the Items broom-clean.

27. Purchaser's Rights and Remedies

Any rights or remedies granted to the Purchaser in any part of this Purchase Order shall not be exclusive of, but shall be in addition to any other rights or remedies granted in another part of this order and any other rights or remedies that the Purchaser may have at law or in equity in any such instance.

28. Waiver

Failure of Purchaser at any time to insist upon strict performance of any of the terms and conditions hereof by Seller, its successors or assigns, shall not be deemed a waiver thereof or of any antecedent breach for failure to perform, nor shall it be deemed a waiver of any of the remedies that Purchaser shall have, nor shall it alter or modify in any manner Seller's obligation to perform this Purchase Order strictly according to its terms in the future. This Section is not subject to modification by trade usage, course of dealing, course of conduct or in any other manner except by prior written consent of Purchaser.

29. Assignment

Neither party may assign this Purchase Order or any right there under without the prior written consent of the other except that the Purchaser shall have the right to assign it to any entity into which it shall be merged, with which it shall be consolidated, or by which it or all or substantially all of its assets shall be acquired. In the event of any assignment of Seller's rights, or delegation of Seller's obligations, Purchaser expressly reserves the right to assert any and all defenses, set-offs or recoupments which Purchaser may have against Seller, however arising, against any and all payment due hereunder to Seller or any successor or assignee thereof. No

delegation of performance shall relieve Seller of any duty to perform hereunder or of any liability for breach hereof.

30. Entire Agreement

The terms and conditions of this Purchase Order, including the face of this Purchase Order, set forth the entire agreement between the parties hereto and supercede all previous communications, representations or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof, and when accepted by Seller, shall become the complete and exclusive binding contract between Purchaser and Seller pertaining to the matters contained herein.

31. Severability

Each Section of this Purchase Order is distinct and severable. If any Section of this Purchase Order, in whole or in part, is or becomes illegal, invalid, void, voidable or enforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

- a. The legality, validity or enforceability of the remaining Sections of this Purchase Order, in whole or in part; or
- b. The legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

31. Governing Law and Forum Selection

This order, any associated forms, and the purchase of any item hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions. Any litigation arising out of or related to this order shall be filed only in the United States District Court for the Southern District of Ohio, Western Division, Dayton, or the Court of Common Pleas of Montgomery County, Ohio. Seller hereby consents and submits to the sole and exclusive jurisdiction and venue of those courts, and waives any objection based on the convenience of those exclusive venues.

32. Compliance with Federal Employment Law

By accepting this order, the Seller agrees that it will comply with Executive Order 11246, as amended, concerning Equal Employment Opportunity, and the Affirmative Action Clauses contained in 41 CFR parts 60250 and 60741, and Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the regulations of 41 CFR 60-1 through 6060, 60250 and 60741, to the extent applicable.

33. Vienna Convention

The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not be applicable to this Purchase Order or the transactions contemplated by this Purchase Order.

Certificate Of Completion

Envelope Id: A2A4894786A941B6B426A6A82C67AB50

Status: Completed

Subject: Complete with DocuSign: MPA 2225 LOC and LION FINAL.pdf

Source Envelope:

Document Pages: 20

Signatures: 2

Certificate Pages: 5

Initials: 0

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Envelope Originator:

Marshall Stiles

17930 International Boulevard

Suite 900

SeaTac, WA 98188

marshall.stiles@mynpp.com

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Holder: Marshall Stiles

marshall.stiles@mynpp.com

Location: DocuSign

Signer Events

Mark T. Smith

msmith@lionprotects.com

President

LION AMERICAS

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Mark T. Smith

474CB800BB93411...

Signature Adoption: Pre-selected Style

Using IP Address: 174.210.67.243

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Sent: 3/26/2023 11:31:45 PM

Viewed: 3/27/2023 5:00:04 AM

Signed: 3/31/2023 11:16:37 AM

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Accepted: 3/27/2023 5:00:04 AM

ID: ccdffb297-a566-4563-85a3-1a4471c18b84

Patricia M. Mulvihill

pmulvihill@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Patricia M. Mulvihill

A49AFD929F7246E...

Signature Adoption: Pre-selected Style

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Signed: 4/5/2023 7:45:02 AM

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Melissa Kirk

MKirk@lionprotects.com

Melissa Kirk

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2023 1:02:32 AM
Envelope Updated	Security Checked	3/26/2023 11:31:43 PM
Envelope Updated	Security Checked	3/26/2023 11:31:44 PM
Certified Delivered	Security Checked	4/5/2023 7:44:49 AM
Signing Complete	Security Checked	4/5/2023 7:45:02 AM
Completed	Security Checked	4/5/2023 7:45:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.