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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 Gtechna USA Corp. ("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.

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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.

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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 <u>not</u> <u>exclusive</u>. 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.

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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.

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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.

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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.

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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.

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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.

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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:

GTECHNA USA INC
2429 Military Rd.
Suite 3
Buffalo NY 14304
ATTN: Michel GuayBourre
Email: michel.guay@gtechna.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.

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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.

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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: _____
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Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 7/16/2020

VENDOR:

Signature: _____

Printed Name: Michel Guay

Title: Executive Vice President, Gtechna
Gtechna USA Corp.

Dated: July 15, 2020

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

NPPGov Price list				
Description	Number of Handhelds	retail price	Discount %	NPPGov Price
Officer Command Center (CC) - eCitation Production Server	1 to 10	$14,950	20.00%	$11,960
Officer Command Center (CC) - eCitation Production Server	11 to 25	$19,950	20.00%	$15,960
Officer Command Center (CC) - eCitation Production Server	26 to 50	$29,950	20.00%	$23,960
Officer Command Center (CC) - eCitation Production Server	enterprise			
Officer CC - Server Manual Ticket Entry	1 to 10	$3,950	20.00%	$3,160
Officer CC - Server Manual Ticket Entry	11 to 25	$5,950	20.00%	$4,760
Officer CC - Server Manual Ticket Entry	26 to 50	$7,950	20.00%	$6,360
Officer CC - Server Manual Ticket Entry	51 to 100	$10,950	20.00%	$8,760
Officer CC - Server Manual Ticket Entry	101 and above	$14,950	20.00%	$11,960
Officer CC - Parking Rights Ticket Corrector	1 to 10	$4,950	20.00%	$3,960
Officer CC - Parking Rights Ticket Corrector	11 to 25	$7,950	20.00%	$6,360
Officer CC - Parking Rights Ticket Corrector	26 to 50	$11,950	20.00%	$9,560
Officer CC - Parking Rights Ticket Corrector	51 to 100	$17,950	20.00%	$14,360
Officer CC - Parking Rights Ticket Corrector	101 and above	$24,950	20.00%	$19,960
Officer CC - Vehicle Plates LPR Server		$5,950	20.00%	$4,760
Officer CC - Vehicle of Interest Stealth Alerts	1 to 10	$14,950	20.00%	$11,960
Officer CC - Vehicle of Interest Stealth Alerts	11 to 25	$24,950	20.00%	$19,960
Officer CC - Vehicle of Interest Stealth Alerts	26 to 50	$39,350	20.00%	$31,480
Officer CC - Vehicle of Interest Stealth Alerts	51 to 100	$49,950	20.00%	$39,960
Officer CC - Vehicle of Interest Stealth Alerts	101 and above	$64,950	20.00%	$51,960
Officer CC - AutoScoff Alerts	1 to 10	$6,950	20.00%	$5,560
Officer CC - AutoScoff Alerts	11 to 25	$13,950	20.00%	$11,160
Officer CC - AutoScoff Alerts	26 to 50	$19,950	20.00%	$15,960
Officer CC - AutoScoff Alerts	51 to 100	$24,950	20.00%	$19,960
Officer CC - AutoScoff Alerts	101 and above	$29,950	20.00%	$23,960
Officer CC - Parking Rights Server (PR)	1 to 10	$4,950	20.00%	$3,960
Officer CC - Parking Rights Server (PR)	11 to 25	$1,950	20.00%	$1,560
Officer CC - Parking Rights Server (PR)	26 to 50	$11,950	20.00%	$9,560
Officer CC - Parking Rights Server (PR)	51 to 100	$17,950	20.00%	$14,360
Officer CC - Parking Rights Server (PR)	101 and above	$24,950	20.00%	$19,960
Handheld - Officer eCitation (Android)	1 to 10	$990	20.00%	$792
Handheld - Officer eCitation (Android)	11 to 25	$940	20.00%	$752
Handheld - Officer eCitation (Android)	26 to 50	$890	20.00%	$712
Handheld - Officer eCitation (Android)	51 to 100	$840	20.00%	$672
Handheld - Officer eCitation (Android)	101 and above	$790	20.00%	$632
Handheld - Google Geocoding API (Annual)	1 to 10	$950	20.00%	$760
Handheld - Google Geocoding API (Annual)	11 to 25	$1,950	20.00%	$1,560
Handheld - Google Geocoding API (Annual)	26 to 50	$3,950	20.00%	$3,160
Handheld - Google Geocoding API (Annual)	51 to 100	$7,950	20.00%	$6,360
Handheld - Google Geocoding API (Annual)	101 and above	$11,950	20.00%	$9,560
Handheld - Parking Rights Geolocated Spaces Map	1 to 10	$4,950	20.00%	$3,960

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Handheld - Parking Rights Geolocated Spaces Map	11 to 25	$7,950	20.00%	$6,360
Handheld - Parking Rights Geolocated Spaces Map	26 to 50	$11,950	20.00%	$9,560
Handheld - Parking Rights Geolocated Spaces Map	51 to 100	$17,950	20.00%	$14,360
Handheld - Parking Rights Geolocated Spaces Map	101 and above	$24,950	20.00%	$19,960
Handheld - eTicket to Shared Scooters and Bikes Companies	1 to 10	$4,950	20.00%	$3,960
Handheld - eTicket to Shared Scooters and Bikes Companies	11 to 25	$7,950	20.00%	$6,360
Handheld - eTicket to Shared Scooters and Bikes Companies	26 to 50	$11,950	20.00%	$9,560
Handheld - eTicket to Shared Scooters and Bikes Companies	51 to 100	$17,950	20.00%	$14,360
Handheld - eTicket to Shared Scooters and Bikes Companies	101 and above	$24,950	20.00%	$19,960
Handheld - Ticket to an Individual bylaw		$450	20.00%	$360
Handheld - Officer LPR		$300	20.00%	$240
Handheld - Enhanced Barcode Reader		$50	20.00%	$40
Handheld - Two Infractions Per Screen		$100	20.00%	$80
Vehicle - Officer Plates LPR		$2,950	20.00%	$2,360
GoMobile - Vehicle LPR to Handheld	1 to 5 vehicles	$1,950	20.00%	$1,560
GoMobile - Vehicle LPR to Handheld	6 to 10	$1,450	20.00%	$1,160
GoMobile - Vehicle LPR to Handheld	11 +	$1,250	20.00%	$1,000
Vehicle - Shared Timings and Parking Rights With Handhelds	1 to 10	$4,950	20.00%	$3,960
Vehicle - Shared Timings and Parking Rights With Handhelds	11 to 25	$7,950	20.00%	$6,360
Vehicle - Shared Timings and Parking Rights With Handhelds	26 to 50	$11,950	20.00%	$9,560
Vehicle - Shared Timings and Parking Rights With Handhelds	51 to 100	$17,950	20.00%	$14,360
Vehicle - Shared Timings and Parking Rights With Handhelds	101 and above	$24,950	20.00%	$19,960
Vehicle - Officer Plates LPR Time Limit (E-Chalk)		$1,490	20.00%	$1,192
Officer CC - Police Backend User	1 to 10	$1,390	20.00%	$1,112
Officer CC - Police Backend User	11 to 25	$1,340	20.00%	$1,072
Officer CC - Police Backend User	26 to 50	$1,290	20.00%	$1,032
Officer CC - Police Backend User	51 to 100	$1,240	20.00%	$992
Officer CC - Police Backend User	101 and above	$1,190	20.00%	$952
Vehicle - Officer eCitation Police QC (Windows)	1 to 10	$1,390	20.00%	$1,112
Vehicle - Officer eCitation Police QC (Windows)	11 to 25	$1,340	20.00%	$1,072
Vehicle - Officer eCitation Police QC (Windows)	26 to 50	$1,290	20.00%	$1,032
Vehicle - Officer eCitation Police QC (Windows)	51 to 100	$1,240	20.00%	$992
Vehicle - Officer eCitation Police QC (Windows)	101 and above	$1,190	20.00%	$952
Officer CC - Tow Server	1 to 10	$4,950	20.00%	$3,960
Officer CC - Tow Server	11 to 25	$7,950	20.00%	$6,360
Officer CC - Tow Server	26 to 50	$11,950	20.00%	$9,560
Officer CC - Tow Server	51 to 100	$17,950	20.00%	$14,360
Officer CC - Tow Server	101 and above	$24,950	20.00%	$19,960
Handheld - Officer Tow		$200	20.00%	$160
Portal - Tow Locator		$7,950	20.00%	$6,360
Officer CC - Boot/Clamp Server	1 to 10	$4,950	20.00%	$3,960
Officer CC - Boot/Clamp Server	11 to 25	$7,950	20.00%	$6,360
Officer CC - Boot/Clamp Server	26 to 50	$11,950	20.00%	$9,560
Officer CC - Boot/Clamp Server	51 to 100	$17,950	20.00%	$14,360
Officer CC - Boot/Clamp Server	101 and above	$24,950	20.00%	$19,960

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Handheld - Officer Boot/Clamp		$200	20.00%	$160
Officer CC - Ticket Lifecycle Processing	1 to 10	$29,950	20.00%	$23,960
Officer CC - Ticket Lifecycle Processing	11 to 25	$34,950	20.00%	$27,960
Officer CC - Ticket Lifecycle Processing	26 to 50	$39,950	20.00%	$31,960
Officer CC - Ticket Lifecycle Processing	51 to 100	$54,950	20.00%	$43,960
Officer CC - Ticket Lifecycle Processing	101 and above	$79,950	20.00%	$63,960
Portal - eTicket Payments	2$ per transaction			
Portal - eTicket Appeals	1 to 10	$4,950	20.00%	$3,960
Portal - eTicket Appeals	11 to 25	$7,950	20.00%	$6,360
Portal - eTicket Appeals	26 to 50	$11,950	20.00%	$9,560
Portal - eTicket Appeals	51 to 100	$17,950	20.00%	$14,360
Portal - eTicket Appeals	101 and above	$24,950	20.00%	$19,960
Dmv - for All Out-Of-State Searches	1.5$ per transaction			
Officer CC - Auto-Ticket Reviewer	starting at	$19,950	20.00%	$15,960
Officer CC - Ticket Batch Generation	1 to 10	$4,950	20.00%	$3,960
	11 to 25	$7,950	20.00%	$6,360
	26 to 50	$11,950	20.00%	$9,560
	51 to 100	$17,950	20.00%	$14,360
	101 and above	$24,950	20.00%	$19,960
Print and Mail Services - Regular Mail	variable			
Officer CC - Property Enforcement Server		$23,950	20.00%	$19,160
Handheld - Property Enforcement (Android)		$1,950	20.00%	$1,560
Interface - Batch Data		$2,950	20.00%	$2,360
Interface - Standard Data		$4,950	20.00%	$3,960
Interface - Advanced Data		$7,950	20.00%	$6,360
Interface - Printing		$125	20.00%	$100
Interface - Single Sign-On	1 to 10	$1,950	20.00%	$1,560
Interface - Single Sign-On	11 to 25	$3,950	20.00%	$3,160
Interface - Single Sign-On	26 to 50	$5,950	20.00%	$4,760
Interface - Single Sign-On	51 to 100	$8,950	20.00%	$7,160
Interface - Single Sign-On	101 and above	$12,950	20.00%	$10,360
Interface - Parking Rights		$3,950	20.00%	$3,160
Officer CC - Qlik Business Intelligence Package	1 to 10	$9,950	20.00%	$7,960
Officer CC - Qlik Business Intelligence Package	11 to 25	$14,950	20.00%	$11,960
Officer CC - Qlik Business Intelligence Package	26 to 50	$24,950	20.00%	$19,960
Officer CC - Qlik Business Intelligence Package	51 to 100	$34,950	20.00%	$27,960
Officer CC - Qlik Business Intelligence Package	101 and above	$49,950	20.00%	$39,960
Qlik Sense Enterprise - Professional User		$1,880	20.00%	$1,504
Qlik Sense Enterprise - Analyzer User		$1,070	20.00%	$856

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Visitors Pass - Parking permits		$9,950	20.00%	$7,960
Visitor Pass for Operators: Yearly Cost		$2,950	20.00%	$2,360
Permit Management Software - Capital cost		$24,950	20.00%	$19,960
Permit QA server		$5,950	20.00%	$4,760
Permit All SAS (cost per permit)	2$ per transaction			
PlateSentry - Access Control System		$13,500	20.00%	$10,800
PlateSentry - LPR Camera Licenses		$1,150	20.00%	$920
PlateSentry - Plate Correction Software Service - Per Year	per batch of 10,000	$2,500	20.00%	$2,000
Field Engineer Implementation	hourly rate	$145		
Project Management		$175		
Training "Train The Trainer" On Site		$145		
Programming		$200		
Professional Installation & Alignment of ALPR System		$175		
Travel is Extra				
Data Migration Services - conditions apply	$4,950 = 1-100K Tickets			
Data Migration Services - conditions apply	$7,950 = 100K-500K Tickets			
Data Migration Services - conditions apply	$11,950 = 500K-1M Tickets			
Data Migration Services - conditions apply	$17,950 = 1M-2M Tickets			
Data Migration Services - conditions apply	$24,950 = 2M Tickets & above			
Hardware Market pricing applied				

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.]

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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.

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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.

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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.)

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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.)

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ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Vendor License Grants.

(a) Subject to the terms and conditions of this Agreement and the applicable Cost Schedule(s) and Purchase Order(s), and payment in full, subject to the milestone payments as agreed in an applicable cost schedule of all applicable Fees, Vendor grants the Purchaser and its Users a perpetual, non-exclusive and non-transferable right and license to (i) install, access and use the Software on the Equipment on the Purchaser's premises or, if the Software is hosted by Vendor on behalf of the Purchaser, to access and use the Software and (ii) use the Documentation, solely in connection with the Purchaser's business and operations.

(b) The license granted hereunder shall include the right for the Purchaser (i) to make a reasonable number of archival (i.e., not active) copies of the Software in machine-executable form as reasonably required for back-up and disaster recovery purposes (and for the disaster recovery service/system); and (ii) to make a reasonable number of copies of the Documentation for internal business use. The Purchaser's archival copy of the Software may be hosted by a disaster recovery contractor to use in the event of inability to use the Software caused by a force majeure event, and for the purpose of testing disaster recovery procedures; provided that such Software copy contains all of Vendor's copyright or other proprietary rights notices as indicated on the Software.

(c) The rights granted under this Attachment F shall also cover all Upgrades and Updates subject to the payment by The Purchaser of all corresponding maintenance Fees.

Restrictions.

The Purchaser's use of the Software is subject to any User restrictions specified in the applicable Cost Schedule, if any. The Purchaser will not allow the Software to be used by, or disclose all or any part of the Software to, any person except the users. Except as provided herein, The Purchaser may not, directly or indirectly,

(i) loan, rent, lease, transfer, convey, assign, sell, distribute or license the Software (or any part thereof);

(ii) reproduce, transmit or provide access to the Software on any device that is not authorized, either because it is not owned by The Purchaser or because it exceeds the authorized number of licenses set out in the applicable Purchase Order(s);

(iii) not decompile, disassemble or undertake any form of reengineering process on the Software;

(iv) modify or alter in any manner the Software or the Documentation; or

(v) modify, combine and/or distribute the Software (or any part thereof) with any other software or code in a manner which would subject the Software to Open Source License Terms. For the purposes of this Agreement.

Le

Certificate Of Completion

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Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C546F8869143E...	Sent: 7/16/2020 9:36:10 AM Viewed: 7/16/2020 9:37:00 AM Signed: 7/16/2020 9:37:12 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kris Bordnick chris.bordnick@mynpp.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/16/2020 9:37:13 AM
Marshall Stiles marshall.stiles@mynpp.com Brand Acquisition Manager NPP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/16/2020 9:37:14 AM

Carbon Copy Events	Status	Timestamp
Michel Guay michel.guay@gtechna.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/16/2020 9:37:14 AM
Pierre Lamoureux pierre.lamoureux@gtechna.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/16/2020 9:37:15 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2020 9:37:15 AM
Certified Delivered	Security Checked	7/16/2020 9:37:15 AM
Signing Complete	Security Checked	7/16/2020 9:37:15 AM
Completed	Security Checked	7/16/2020 9:37:15 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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account 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: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail 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 e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.