

First Amendment to Master Price Agreement for PUBLIC SAFETY SOFTWARE SOLUTION, DATA COLLECTION

Replace Addendum A in its Entirety

This Amendment to the Master Price Agreement is entered into this 13th day of June 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and OPTIMUM TECHNOLOGY, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solution, Data Collection.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20340 on or about August 27, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to replace Attachment A in its entirety as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 28, 2023, that the price list on Attachment A is outdated and to amend Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A amended and restated in its entirety.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Replace in its Entirety.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

PDT CODE	PDT LABEL	PDT FAM CODE	PDT SUMMARY	ITEM VALIDITY BEGIN DATE	ITEM VALIDITY END DATE	ITEM PUBLIC PRICE	ITEM UNIT
534555-1	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 1	6/21/2021	6/30/2024	\$ 300,000.00	EA
534555-2	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 2	6/21/2021	6/30/2024	\$ 600,000.00	EA
534555-3	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 3	6/21/2021	6/30/2024	\$ 900,000.00	EA
534555-4	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 4	6/21/2021	6/30/2024	\$ 1,500,000.00	EA
534555-5	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 5	6/21/2021	6/30/2024	\$ 2,000,000.00	EA
534555-6	SWIFTPROTECT	43232306	Law Enforcement Management - Incident Records Management System Software Product - Tier 6	6/21/2021	6/30/2024	\$ 2,500,000.00	EA
534555-7	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 1	6/21/2021	6/30/2024	\$ 750,000.00	EA
534555-8	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 2	6/21/2021	6/30/2024	\$ 1,500,000.00	EA
534555-9	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 3	6/21/2021	6/30/2024	\$ 2,000,000.00	EA
534555-10	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 4	6/21/2021	6/30/2024	\$ 1,000,000.00	EA
534555-11	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 5	6/21/2021	6/30/2024	\$ 2,000,000.00	EA
534555-12	SWIFTCONNECT	43232309	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 6	6/21/2021	6/30/2024	\$ 3,000,000.00	EA
534555-13	SWIFTREPOSITORY	43232305	Criminal Justice and FBI Compliant National Incident Based Reporting System (NIBRS)	6/21/2021	6/30/2024	\$ 750,000.00	EA
534555-14	User Training Manager	80101507	Law Enforcement Management Products User based training module - Onsite Classroom method by Manager	6/21/2021	6/30/2024	\$ 150.00	HUR
534555-15	QA Tester	81111819	Quality Assurance and Control - both Manual and Automated Testing Personnel	6/21/2021	6/30/2024	\$ 95.00	HUR
534555-16	Senior QA Tester	81111819	Quality Assurance and Control - both Manual and Automated Testing Senior Personnel	6/21/2021	6/30/2024	\$ 120.00	HUR
534555-17	QA Analyst	81111819	Quality Assurance and Control - Test Case Analyst - Personnel	6/21/2021	6/30/2024	\$ 120.00	HUR

534555-18	Senior QA Analyst	81111819	Quality Assurance and Control - Test Case Analyst - Senior Personnel	6/21/2021	6/30/2024	\$	150.00	HUR
534555-19	Microsoft Systems Administrator	80111609	Microsoft Windows Network and System Administrator	6/21/2021	6/30/2024	\$	140.00	HUR
534555-20	Senior Microsoft Systems Administrator	80111609	Microsoft Windows Senior Network and System Administrator	6/21/2021	6/30/2024	\$	225.00	HUR
534555-21	Cloud Architect	81111705	Public and Private Cloud Hosting - Cloud Architect	6/21/2021	6/30/2024	\$	225.00	HUR
534555-22	Solutions Architect	81111705	Systems Analysis and Design Software Application - Solution Architect	6/21/2021	6/30/2024	\$	185.00	HUR
534555-23	Principal Architect	81111705	Systems Analysis and Design Software Application - Principal Architect	6/21/2021	6/30/2024	\$	225.00	HUR
534555-24	Senior Program Manager	80161604	Software Development Life Cycle - Senior Program Manager managing multiple projects concurrently	6/21/2021	6/30/2024	\$	285.00	HUR
534555-25	Project Director	80101604	Software Development Life Cycle - Director - Solutions Delivery for Technology	6/21/2021	6/30/2024	\$	285.00	HUR
534555-26	Functional Director	80101604	Software Development Life Cycle - Director - Solutions for Law Enforcement Domain (SME)	6/21/2021	6/30/2024	\$	285.00	HUR
534555-27	Subject Matter Expert	80101507	Subject Matter Expert	6/21/2021	6/30/2024	\$	125.00	HUR
534555-28	Senior Subject Matter Expert	80101507	Senior Subject Matter Expert	6/21/2021	6/30/2024	\$	185.00	HUR
534555-29	Lead Subject Matter Expert	80101507	Lead Subject Matter Expert	6/21/2021	6/30/2024	\$	225.00	HUR
534555-30	Predictive Analytics Lead	81111806	Predictive Analytics Lead	6/21/2021	6/30/2024	\$	120.00	HUR
534555-31	Predictive Analytics Manager	81111806	Predictive Analytics manager	6/21/2021	6/30/2024	\$	200.00	HUR
534555-32	Enterprise Architect	81111705	Enterprise Architect	6/21/2021	6/30/2024	\$	225.00	HUR
534555-33	Senior Enterprise Architect	81111705	Senior Enterprise Architect	6/21/2021	6/30/2024	\$	185.00	HUR
534555-34	Lead Enterprise Architect	81111705	Lead Enterprise Architect	6/21/2021	6/30/2024	\$	255.00	HUR
534555-35	Lead Project Manager	80101604	Lead Project manager	6/21/2021	6/30/2024	\$	285.00	HUR
534555-36	Technical Architect	81111705	Technical Architect	6/21/2021	6/30/2024	\$	185.00	HUR
534555-37	Senior Technical Architect	81111705	Senior Technical Architect	6/21/2021	6/30/2024	\$	130.00	HUR
534555-38	Lead Technical Architect	81111705	Lead Technical Architect	6/21/2021	6/30/2024	\$	160.00	HUR
534555-39	BA/QA Analyst 1	80101604	BA/QA Analyst 1	6/21/2021	6/30/2024	\$	225.00	HUR
534555-40	BA/QA Analyst 2	80101604	BA/QA Analyst 2	6/21/2021	6/30/2024	\$	90.00	HUR
534555-41	Senior BA/QA Analyst	80101604	Senior BA/QA Analyst	6/21/2021	6/30/2024	\$	115.00	HUR
534555-42	Leader BA/QA Analyst	80101604	Lead BA/QA Analyst	6/21/2021	6/30/2024	\$	135.00	HUR
534555-43	Programmer Analyst 2	81111612	Programmer Analyst 2	6/21/2021	6/30/2024	\$	175.00	HUR
534555-44	Lead Programmer 2	81111612	Lead Programmer 2	6/21/2021	6/30/2024	\$	90.00	HUR
534555-45	Lead Programmer 2 Analyst	81111612	Lead Programmer 2 Analyst	6/21/2021	6/30/2024	\$	130.00	HUR
534555-46	Lead Trainer/Instructor	80101507	Lead Trainer/Instructor	6/21/2021	6/30/2024	\$	130.00	HUR
534555-47	Lead Technical Writer	81111811	Lead Technical Writer	6/21/2021	6/30/2024	\$	130.00	HUR
534555-48	Data Base Administrator 2	80111609	Data Base Administrator 2	6/21/2021	6/30/2024	\$	185.00	HUR
534555-49	Lead Data Base Administrator	80111609	Lead Data Base Administrator	6/21/2021	6/30/2024	\$	225.00	HUR
534555-50	Programmer Analyst - Advanced Technology	81111612	Programmer Analyst - Advanced Technology	6/21/2021	6/30/2024	\$	105.00	HUR
534555-51	Senior Programmer Analyst - Advanced Technology	81111612	Senior Programmer Analyst - Advanced Technology	6/21/2021	6/30/2024	\$	165.00	HUR

534555-52	Lead Programmer Analyst - Advanced Technology	81111612	Lead Programmer Analyst - Advanced Technology	6/21/2021	6/30/2024	\$	200.00	HUR
534555-53	Infrastructure Specialist	81111504	Infrastructure Specialist	6/21/2021	6/30/2024	\$	120.00	HUR
534555-54	Senior Infrastructure Specialist	81111504	Senior Infrastructure Specialist	6/21/2021	6/30/2024	\$	160.00	HUR
534555-55	Lead Infrastructure Specialist	81111504	Lead Infrastructure Specialist	6/21/2021	6/30/2024	\$	200.00	HUR
534555-72	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 1	6/21/2021	6/30/2024	\$	300,000.00	EA
534555-73	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 2	6/21/2021	6/30/2024	\$	600,000.00	EA
534555-74	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 3	6/21/2021	6/30/2024	\$	900,000.00	EA
534555-75	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 4	6/21/2021	6/30/2024	\$	1,500,000.00	EA
534555-76	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 5	6/21/2021	6/30/2024	\$	2,000,000.00	EA
534555-77	SWIFTCAD	43232310	Law Enforcement Management - Computer Aided Disptach System Software Product - Tier 6	6/21/2021	6/30/2024	\$	2,500,000.00	EA

PDT CODE	PDT LABEL	PDT FAM CODE	PDT SUMMARY	ITEM VALIDITY BEGIN DATE	ITEM VALIDITY END DATE	ITEM PUBLIC PRICE	ITEM UNIT
N/A	Integration	N/A	Integration costs	6/30/2021	6/30/2024	Upon evaluation of effort	EA
N/A	Data Migration	N/A	Data migration costs	6/30/2021	6/30/2024	Upon evaluation of effort	EA
N/A	Optional Modules	N/A	Optional Modules	6/30/2021	6/30/2024	Upon evaluation of effort	EA
N/A	Implementation Fees	N/A	Implementation fees	6/30/2021	6/30/2024	Upon evaluation of effort	EA
N/A	Training - Onsite	N/A	Onsite Training	6/30/2021	6/30/2024	\$ 2,995.00	DAY
N/A	Training - Video	N/A	Facilitated WebEx/Video Training (4 hours)	6/30/2021	6/30/2024	\$ 995.00	EA
N/A	Training - Video Conference	N/A	Facilitated WebEx/Video Conference Training (4 hours)	6/30/2021	6/30/2024	\$ 1,495.00	EA
N/A	Training - Videos	N/A	Training Videos	6/30/2021	6/30/2024	\$ 2,500.00	EA
N/A	Product Customizations	N/A	Product customizations	6/30/2021	6/30/2024	Upon evaluation of effort	EA

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patricia M. Mulvihill Date June 15, 2023 | 10:59 AM PDT
A49AFD929F7246E...
BY: Patricia M. Mulvihill
ITS: Executive Director

OPTIMUM TECHNOLOGY, INC.

DocuSigned by:
Greg Davda, Sr. Date June 14, 2023 | 11:19 AM PDT
E8B0EBDBAA6047A...
BY: Greg Davda, Sr.
ITS: Chief Sales and Marketing Officer

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 Optimum Technology, Inc. ("Vendor").

RECITALS

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

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

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

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

OPTIMUM TECHNOLOGY, INC.
100 E. Campus View Blvd.
Suite 380
Columbus OH 43235
ATTN: Dr. Melissa Winesburg
Email: melissa@otech.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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

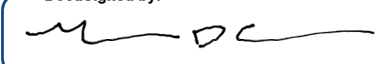
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

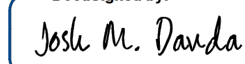
This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

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

PURCHASER:

DocuSigned by:

Signature: _____
38C646F8869143E...
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: 8/27/2020

VENDOR:

DocuSigned by:

Signature: _____
740C73C7BD394A3...
Printed Name: Josh M. Davda
Title: President, CEO
Optimum Technology, Inc.
Dated: 8/27/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Please note: Some items listed on the current catalog of pricing are not applicable to the proposal submitted to the LOC. The items not applicable to the proposal are shaded in gray.

PDT CODE	PDT LABEL	PDT FAM CODE	PDT SUP CODE MANUF	PDT SUMMARY	ITEM VALIDITY BEGIN DATE	ITEM VALIDITY END DATE	ITEM PUBLIC PRICE	ITEM UNIT CURRENCY	ITEM UNIT
534555-1	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 1	6/21/2017	6/30/2021	\$ 300,000.00	USD	EA
534555-2	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 2	6/21/2017	6/30/2021	\$ 600,000.00	USD	EA
534555-3	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 3	6/21/2017	6/30/2021	\$ 900,000.00	USD	EA
534555-4	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 4	6/21/2017	6/30/2021	\$ 1,500,000.00	USD	EA
534555-5	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 5	6/21/2017	6/30/2021	\$ 2,000,000.00	USD	EA
534555-6	SWIFTPROTECT	43232306	Optimum Technology, Inc.	Law Enforcement Management - Incident Records Management System Software Product - Tier 6	6/21/2017	6/30/2021	\$ 2,500,000.00	USD	EA
534555-7	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 1	6/21/2017	6/30/2021	\$ 750,000.00	USD	EA
534555-8	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 2	6/21/2017	6/30/2021	\$ 1,500,000.00	USD	EA
534555-9	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 3	6/21/2017	6/30/2021	\$ 2,000,000.00	USD	EA
534555-10	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 4	6/21/2017	6/30/2021	\$ 1,000,000.00	USD	EA
534555-11	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 5	6/21/2017	6/30/2021	\$ 2,000,000.00	USD	EA
534555-12	SWIFTCONNECT	43232309	Optimum Technology, Inc.	Law Enforcement Management - Incident Search Engine System Software Product based on data sources - Tier 6	6/21/2017	6/30/2021	\$ 3,000,000.00	USD	EA
534555-13	SWIFTREPOSITORY	43232305	Optimum Technology, Inc.	Criminal Justice and FBI Compliant National Incident Based Reporting System (NIBRS)	6/21/2017	6/30/2021	\$ 750,000.00	USD	EA
534555-14	User Training Manager	80101507	Optimum Technology, Inc.	Law Enforcement Management Products User based training module - Onsite Classroom method by Manager	6/21/2017	6/30/2021	\$ 150.00	USD	HUR
534555-15	QA Tester	81111819	Optimum Technology, Inc.	Quality Assurance and Control - both Manual and Automated Testing Personnel	6/21/2017	6/30/2021	\$ 95.00	USD	HUR

534555-16	Senior QA Tester	81111819	Optimum Technology, Inc.	Quality Assurance and Control - both Manual and Automated Testing Senior Personnel	6/21/2017	6/30/2021	\$	120.00	USD	HUR
534555-17	QA Analyst	81111819	Optimum Technology, Inc.	Quality Assurance and Control - Test Case Analyst - Personnel	6/21/2017	6/30/2021	\$	120.00	USD	HUR
534555-18	Senior QA Analyst	81111819	Optimum Technology, Inc.	Quality Assurance and Control - Test Case Analyst - Senior Personnel	6/21/2017	6/30/2021	\$	150.00	USD	HUR
534555-19	Microsoft Systems Administrator	80111609	Optimum Technology, Inc.	Microsoft Windows Network and System Administrator	6/21/2017	6/30/2021	\$	140.00	USD	HUR
534555-20	Senior Microsoft Systems Administrator	80111609	Optimum Technology, Inc.	Microsoft Windows Senior Network and System Administrator	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-21	Cloud Architect	81111705	Optimum Technology, Inc.	Public and Private Cloud Hosting - Cloud Architect	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-22	Solutions Architect	81111705	Optimum Technology, Inc.	Systems Analysis and Design Software Application - Solution Architect	6/21/2017	6/30/2021	\$	185.00	USD	HUR
534555-23	Principal Architect	81111705	Optimum Technology, Inc.	Systems Analysis and Design Software Application - Principal Architect	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-24	Senior Program Manager	80161604	Optimum Technology, Inc.	Software Development Life Cycle - Senior Program Manager managing multiple projects concurrently	6/21/2017	6/30/2021	\$	285.00	USD	HUR
534555-25	Project Director	80101604	Optimum Technology, Inc.	Software Development Life Cycle - Director - Solutions Delivery for Technology	6/21/2017	6/30/2021	\$	285.00	USD	HUR
534555-26	Functional Director	80101604	Optimum Technology, Inc.	Software Development Life Cycle - Director - Solutions for Law Enforcement Domain (SME)	6/21/2017	6/30/2021	\$	285.00	USD	HUR
534555-27	Subject Matter Expert	80101507	Optimum Technology, Inc.	Subject Matter Expert	6/21/2017	6/30/2021	\$	125.00	USD	HUR
534555-28	Senior Subject Matter Expert	80101507	Optimum Technology, Inc.	Senior Subject Matter Expert	6/21/2017	6/30/2021	\$	185.00	USD	HUR
534555-29	Lead Subject Matter Expert	80101507	Optimum Technology, Inc.	Lead Subject Matter Expert	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-30	Predictive Analytics Lead	81111806	Optimum Technology, Inc.	Predictive Analytics Lead	6/21/2017	6/30/2021	\$	120.00	USD	HUR
534555-31	Predictive Analytics Manager	81111806	Optimum Technology, Inc.	Predictive Analytics manager	6/21/2017	6/30/2021	\$	200.00	USD	HUR
534555-32	Enterprise Architect	81111705	Optimum Technology, Inc.	Enterprise Architect	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-33	Senior Enterprise Architect	81111705	Optimum Technology, Inc.	Senior Enterprise Architect	6/21/2017	6/30/2021	\$	185.00	USD	HUR
534555-34	Lead Enterprise Architect	81111705	Optimum Technology, Inc.	Lead Enterprise Architect	6/21/2017	6/30/2021	\$	255.00	USD	HUR
534555-35	Lead Project Manager	80101604	Optimum Technology, Inc.	Lead Project manager	6/21/2017	6/30/2021	\$	285.00	USD	HUR
534555-36	Technical Architect	81111705	Optimum Technology, Inc.	Technical Architect	6/21/2017	6/30/2021	\$	185.00	USD	HUR
534555-37	Senior Technical Architect	81111705	Optimum Technology, Inc.	Senior Technical Architect	6/21/2017	6/30/2021	\$	130.00	USD	HUR
534555-38	Lead Technical Architect	81111705	Optimum Technology, Inc.	Lead Technical Architect	6/21/2017	6/30/2021	\$	160.00	USD	HUR
534555-39	BA/QA Analyst 1	80101604	Optimum Technology, Inc.	BA/QA Analyst 1	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-40	BA/QA Analyst 2	80101604	Optimum Technology, Inc.	BA/QA Analyst 2	6/21/2017	6/30/2021	\$	90.00	USD	HUR

534555-41	Senior BA/QA Analyst	80101604	Optimum Technology, Inc.	Senior BA/QA Analyst	6/21/2017	6/30/2021	\$	115.00	USD	HUR
534555-42	Leader BA/QA Analyst	80101604	Optimum Technology, Inc.	Lead BA/QA Analyst	6/21/2017	6/30/2021	\$	135.00	USD	HUR
534555-43	Programmer Analyst 2	81111612	Optimum Technology, Inc.	Programmer Analyst 2	6/21/2017	6/30/2021	\$	175.00	USD	HUR
534555-44	Lead Programmer 2	81111612	Optimum Technology, Inc.	Lead Programmer 2	6/21/2017	6/30/2021	\$	90.00	USD	HUR
534555-45	Lead Programmer 2 Analyst	81111612	Optimum Technology, Inc.	Lead Programmer 2 Analyst	6/21/2017	6/30/2021	\$	130.00	USD	HUR
534555-46	Lead Trainer/Instructor	80101507	Optimum Technology, Inc.	Lead Trainer/Instructor	6/21/2017	6/30/2021	\$	130.00	USD	HUR
534555-47	Lead Technical Writer	81111811	Optimum Technology, Inc.	Lead Technical Writer	6/21/2017	6/30/2021	\$	130.00	USD	HUR
534555-48	Data Base Administrator 2	80111609	Optimum Technology, Inc.	Data Base Administrator 2	6/21/2017	6/30/2021	\$	185.00	USD	HUR
534555-49	Lead Data Base Administrator	80111609	Optimum Technology, Inc.	Lead Data Base Administrator	6/21/2017	6/30/2021	\$	225.00	USD	HUR
534555-50	Programmer Analyst - Advanced Technology	81111612	Optimum Technology, Inc.	Programmer Analyst - Advanced Technology	6/21/2017	6/30/2021	\$	105.00	USD	HUR
534555-51	Senior Programmer Analyst - Advanced Technology	81111612	Optimum Technology, Inc.	Senior Programmer Analyst - Advanced Technology	6/21/2017	6/30/2021	\$	165.00	USD	HUR
534555-52	Lead Programmer Analyst - Advanced Technology	81111612	Optimum Technology, Inc.	Lead Programmer Analyst - Advanced Technology	6/21/2017	6/30/2021	\$	200.00	USD	HUR
534555-53	Infrastructure Specialist	81111504	Optimum Technology, Inc.	Infrastructure Specialist	6/21/2017	6/30/2021	\$	120.00	USD	HUR
534555-54	Senior Infrastructure Specialist	81111504	Optimum Technology, Inc.	Senior Infrastructure Specialist	6/21/2017	6/30/2021	\$	160.00	USD	HUR
534555-55	Lead Infrastructure Specialist	81111504	Optimum Technology, Inc.	Lead Infrastructure Specialist	6/21/2017	6/30/2021	\$	200.00	USD	HUR
534555-56	ServiceNow Program Manager/Unit Lead	80101604	Optimum Technology, Inc.	ServiceNow Program Manager /Unit Lead	6/22/2017	6/30/2021	\$	234.00	USD	HUR
534555-57	ServiceNow Technical Architect/SME	80101507	Optimum Technology, Inc.	ServiceNow Technical Architect / SME	6/23/2017	6/30/2021	\$	228.00	USD	HUR
534555-58	ServiceNow Project Manager	80101604	Optimum Technology, Inc.	ServiceNow Project Manager	6/24/2017	6/30/2021	\$	228.00	USD	HUR
534555-59	ServiceNow Technical Architect	81111705	Optimum Technology, Inc.	ServiceNow Technical Architect	6/25/2017	6/30/2021	\$	212.00	USD	HUR
534555-60	ServiceNow Training Lead/Manager	81111811	Optimum Technology, Inc.	ServiceNow Training Lead/Manager	6/26/2017	6/30/2021	\$	212.00	USD	HUR
534555-61	ServiceNow Training Delivery Consultant	80101507	Optimum Technology, Inc.	ServiceNow Training Delivery Consultant	6/27/2017	6/30/2021	\$	212.00	USD	HUR
534555-62	ServiceNow Business Analyst	80101604	Optimum Technology, Inc.	ServiceNow Business Analyst	6/28/2017	6/30/2021	\$	120.00	USD	HUR
534555-63	ServiceNow Senior Business Analyst	80101604	Optimum Technology, Inc.	ServiceNow Senior Business Analyst	6/29/2017	6/30/2021	\$	160.00	USD	HUR
534555-64	ServiceNow Programmer/Developer	80111608	Optimum Technology, Inc.	ServiceNow Programmer/Developer	6/30/2017	6/30/2021	\$	120.00	USD	HUR

534555-65	Service Now Jr. Programmer/Developer	80111608	Optimum Technology, Inc.	ServiceNow Jr Programmer/Developer	7/1/2017	6/30/2021	\$	102.00	USD	HUR
534555-66	ServiceNow System Analyst	81111808	Optimum Technology, Inc.	ServiceNow System Analyst	7/2/2017	6/30/2021	\$	102.00	USD	HUR
534555-67	Service Now Technical Writer	81111811	Optimum Technology, Inc.	ServiceNow Technical Writer	7/3/2017	6/30/2021	\$	102.00	USD	HUR
534555-68	ServiceNow Test Lead/Manager	81111612	Optimum Technology, Inc.	ServiceNow Test Lead/Manager	7/4/2017	6/30/2021	\$	160.00	USD	HUR
534555-69	ServiceNow Tester/QA Analyst	81111612	Optimum Technology, Inc.	ServiceNow Tester/QA Analyst	7/5/2017	6/30/2021	\$	120.00	USD	HUR
534555-70	ServiceNow Help Desk Process SME	81111811	Optimum Technology, Inc.	ServiceNow Help Desk Process SME	7/6/2017	6/30/2021	\$	66.00	USD	HUR
534555-71	ServiceNow Release Manager	80101604	Optimum Technology, Inc.	ServiceNow Release Manager	7/7/2017	6/30/2021	\$	212.00	USD	HUR

PDT CODE	PDT LABEL	PDT FAM CODE	PDT SUP CODE MANUF	PDT SUMMARY	ITEM VALIDITY BEGIN DATE	ITEM VALIDITY END DATE	ITEM PUBLIC PRICE	ITEM CURRENCY	ITEM UNIT
N/A	Integration	N/A	Optimum Technology, Inc.	Integration costs	1/1/2020	6/30/2021	\$ 25,000.00 - \$75,000.00	USD	EA
N/A	Data Migration	N/A	Optimum Technology, Inc.	Data migration costs	1/1/2020	6/30/2021	Upon evaluation of effort	USD	EA
N/A	Optional Modules Implementation	N/A	Optimum Technology, Inc.	Optional Modules	1/1/2020	6/30/2021	Upon evaluation of effort	USD	EA
N/A	Fees	N/A	Optimum Technology, Inc.	Implementation fees	1/1/2020	6/30/2021	Upon evaluation of effort	USD	EA
N/A	Training - Onsite	N/A	Optimum Technology, Inc.	Onsite Training	1/1/2020	6/30/2021	\$ 3,000.00	USD	DAY
N/A	Training - Video	N/A	Optimum Technology, Inc.	Facilitated WebEx/Video Training (4 hours)	1/1/2020	6/30/2021	\$ 500.00	USD	EA
N/A	Training - Video Conference	N/A	Optimum Technology, Inc.	Facilitated WebEx/Video Conference Training (4 hours)	1/1/2020	6/30/2021	\$ 1,000.00	USD	EA
N/A	Training - Videos	N/A	Optimum Technology, Inc.	Training Videos	1/1/2020	6/30/2021	\$ 2,000.00	USD	EA
N/A	Product Customizations	N/A	Optimum Technology, Inc.	Product customizations	1/1/2020	6/30/2021	Upon evaluation of effort	USD	EA

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.

Certificate Of Completion

Envelope Id: A975C78B53FC449CB7A1283BD43DB719	Status: Completed
Subject: Please DocuSign: MPA 2020 Between LOC and Optimum - FINAL.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Bill DeMars
	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 24.16.218.197

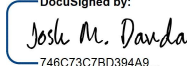
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
8/12/2020 2:26:37 PM	bill.demars@nppgov.com	

Signer Events

Josh M. Davda
josh@otech.com
President, CEO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

746C73C7BD394A9...
Signature Adoption: Pre-selected Style
Using IP Address: 24.208.164.137

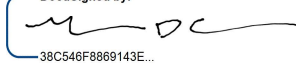
Timestamp

Sent: 8/12/2020 2:30:57 PM
Resent: 8/20/2020 8:56:42 AM
Resent: 8/21/2020 7:15:50 AM
Resent: 8/27/2020 7:25:43 AM
Viewed: 8/20/2020 9:49:28 AM
Signed: 8/27/2020 7:31:26 AM

Electronic Record and Signature Disclosure:

Accepted: 8/20/2020 9:49:28 AM
ID: b1448605-093e-4953-a19f-6205f424f851

Mike Cully
mcully@orcities.org
Executive Director
Security Level: Email, Account Authentication (None)

DocuSigned by:

38C546F8869143E...
Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

Sent: 8/27/2020 7:31:29 AM
Viewed: 8/27/2020 9:39:19 AM
Signed: 8/27/2020 9:39:25 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2020 9:39:19 AM
ID: a46097c7-2d94-484a-baea-1091a961e9b6

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)

COPIED

Sent: 8/27/2020 9:39:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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: 8/27/2020 9:39:28 AM
Dr Melissa Winesburg melissa@otech.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/27/2020 9:39:29 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/27/2020 9:39:29 AM
Certified Delivered	Security Checked	8/27/2020 9:39:29 AM
Signing Complete	Security Checked	8/27/2020 9:39:29 AM
Completed	Security Checked	8/27/2020 9:39:29 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.

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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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. 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.

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 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.

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 e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal 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 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, US 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:	<ul style="list-style-type: none">•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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.