

**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 BUILDINGREPORTS ("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](http://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

Initials for AHJ: \_\_\_\_\_

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](mailto:rfp@ORCities.org)

If to Vendor:

BUILDINGREPORTS  
1325 Satellite Blvd Building 1600  
Suite 1607  
Suwanee GA 30024  
ATTN: Dwight Wills  
Email: [compliancecenter@buildingreports.com](mailto:compliancecenter@buildingreports.com)

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

#### **ARTICLE 16 - FORCE MAJEURE**

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



### **ARTICLE 17 - WAIVER**

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

### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

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

### **ARTICLE 19 - SEVERABILITY**

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

### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

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

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

### **ARTICLE 21 - HEADINGS**

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

### **ARTICLE 22 - MODIFICATIONS**

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

be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

### **ARTICLE 23 - GOVERNING LAW**

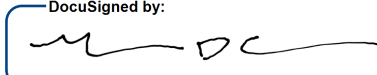
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

### **ARTICLE 24 - COUNTERPARTS**


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

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

PURCHASER:

DocuSigned by:  
  
Signature: 38C546F8869143E...  
Printed Name: Mike Cully  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
Dated: 7/6/2020

VENDOR:

DocuSigned by:  
  
Signature: C2D0EAA22D59428...  
Printed Name: Dwight Wills  
Title: VP Sales & Marketing  
BUILDINGREPORTS  
Dated: 7/2/2020

**ATTACHMENT A**

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

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

<b>ComplianceCenter Pricing for Authorities Having Jurisdiction</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
<b>Online Portal Setup for AHJ</b>	Initial setup of online portal, includes unlimited User ID's	Free for Unlimited Use
<b>Online Portal Setup for Inspection Companies</b>	Initial setup of online portal, includes unlimited User ID's	Free for Unlimited Use
<b>Fire Department Staff Online/On-Site Training</b>	Unlimited online training sessions for Fire Department's staff and one initial on-site training if needed.	Free
<b>Community-Wide Online Training</b>	On-site training for inspection companies and other contractors if needed. BuildingReports could provide free catering for attendees.	Free
<b>Initial Setup of Occupancy Database for AHJ</b>	Upload of building and occupancy databases to AHJ's ComplianceCenter portal	Free
<b>Initial Notification of Service Providers</b>	Mailing of physical copy of notification letter as well as a phone notification two weeks after initial mailing of notification letter in case service provider has not registered for the use of the ComplianceCenter service	Free
<b>Hard Copy Notices via USPS</b>	(If no email is provided by service company for a particular building). Includes printing, folding, envelope insertion & postage	\$5.00 charged to the service company
<b>ComplianceCenter Optional Ancillary Services (Not required for the use of the proposed solution)</b>		
<b>Citation Payment Collection</b>	Collection services for outstanding citation debts	Per collection 5% + \$15.00

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 at <https://www2.buildingreports.com/members/find-service-companies.html>, as may be updated from time to time. [ A current list may be obtained from Vendor.]

Initials for AHJ: \_\_\_\_\_

-

**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](http://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.**

BuildingReports Authority Having Jurisdiction User Agreement

This BuildingReports Authority Having Jurisdiction User Agreement ("Agreement") is by and between the parties listed below:

	<b>BuildingReports.com</b> (referred to herein as " <u>BuildingReports</u> ")	<b>Official</b> (referred to herein as " <u>AHJ</u> ")
Entity/Official Name	BuildingReports.com, Inc.	
State of Formation (legal entity)/Name of AHJ Jurisdiction	Georgia	
Type of Entity/AHJ Official Title	corporation	
Business Address for Written Notices	1325 Satellite Boulevard Building 1600, Suite 1607 Suwanee, GA 30024-4651	
Email contact for Official notices	dwills@buildingreports.com	

WHEREAS, AHJ is a public official (i.e. authority having jurisdiction) responsible for enforcing building fire and safety codes in the jurisdiction specified above;

WHEREAS, AHJ requires access to periodic fire and safety inspections that are facilitated by BuildingReports' services, proprietary online portal, software, and databases; and

WHEREAS, BuildingReports desires to safeguard the data of its Members and Non-Member Users that is stored on its servers;

NOW THEREFORE, for good and valuable consideration, and for the mutual promises contained herein, the parties hereby agree as follows:

1. Services; Compliance Center.

- a) BuildingReports shall provide AHJ with the Services set forth in Exhibit A in accordance with the standards of workmanship and professionalism prevailing in the industry. The Services shall be rendered at the location(s) set forth on Exhibit B.
- b) Subject to the terms and conditions set forth herein, BuildingReports grants to AHJ a non-exclusive, non-transferable, limited license to access and use BuildingReports' proprietary

Initials for AHJ: \_\_\_\_\_



online portal, software, database, and associated documentation (collectively referred to herein as “ComplianceCenter”) at each location specified on Exhibit B.

- c) BuildingReports shall respond to email support requests within four business hours of receipt during normal work days (Mondays through Fridays excluding Federal holidays).
- d) BuildingReports shall provide live call support available during normal business hours (i.e., 8:00am through 5:00pm Eastern Standard Time Mondays through Fridays excluding Federal holidays) at rates set forth in Exhibit A.

2. AHJ Responsibilities. AHJ shall:

- a) Designate by name the persons within AHJ’s organization other than AHJ who have a need to access BuildingReports’ website (“Authorized Users”). AHJ shall designate an Authorized User by registering each Authorized User with BuildingReports using BuildingReports’ online portal, after which each Authorized User will be assigned an account and password. Each Authorized User must be under the authority of AHJ, and it is AHJ’s responsibility to advise BuildingReports if an Authorized User has left his employ or should otherwise have its user account discontinued.
- b) Ensure that all use of the Services, BuildingReports’ website, the documentation, or BuildingReports’ proprietary software (collectively, “ComplianceCenter”) are used only by AHJ or Authorized Users.
- c) Maintain the hardware, platforms, software and other systems that will communicate with, or be connected to, the ComplianceCenter and all its component parts.
- d) Use ComplianceCenter exclusively on the approved hardware and software, which AHJ shall provide at its own expense, as promulgated from time to time by BuildingReports. Additionally, AHJ shall provide all personnel and facilities, all hardware, software, communications equipment, telephone and communication lines, power, telephone service and other utilities as may be necessary (in BuildingReports sole opinion) for AHJ to receive the Services and utilize ComplianceCenter.
- e) Cooperate with BuildingReports in the performance of its Services, including promptly responding to any requests by BuildingReports for information. AHJ shall perform its duties and obligations hereunder in a professional manner in accordance with applicable laws.
- f) Use the BuildingReports only in compliance with all laws, rules, regulations and ordinances from every governmental authority with jurisdiction over AHJ.
- g) Comply with BuildingReports’ information technology and security policies as defined in this document.

3. Payments.

- a) AHJ shall pay BuildingReports the agreed-upon amounts (“Fees”), for the Services BuildingReports performs, which are based on AHJ’s usage of the Services, as set forth in an invoice provided to AHJ on a periodic basis. All invoices are payable within fifteen (15) days after receipt. In the event the rate structure is changed, whether due to AHJ’s increased usage or otherwise, as reflected on a particular invoice, AHJ may elect to terminate this Agreement without penalty, such termination to be effective upon receipt of written notice by BuildingReports; provided that AHJ is responsible to pay any amounts incurred up through the date of such termination.
- b) AHJ is responsible for all sales, use, and all other taxes, assessments, and duties which are levied

Initials for AHJ: \_\_\_\_\_

-

by any governmental authority against BuildingReports in connection with BuildingReports' delivery of the Services, but not including BuildingReports' income tax. In the event such amounts are assessed against BuildingReports, BuildingReports will advise AHJ and provide AHJ with documentation of the tax due. AHJ will remit the total amount due to BuildingReports within ten days of receiving such documentation.

- c) Any payment that AHJ fails to make to BuildingReports within the time specified will bear interest at a monthly rate of 1.5% or the maximum interest rate permitted under applicable law, whichever is less. The interest shall be levied from the date on which the payment was due and shall continue until full payment is made.
- d) If AHJ fails to pay any amount due BuildingReports for more than thirty (30) days from the date it was due, then Building Reports shall have the right to cease providing Services under this Agreement until AHJ makes all overdue payments, together with any interest due. BuildingReports shall also have the right to end this Agreement, though doing so will not affect the amounts due from AHJ through the date the services end. BuildingReports shall have the right to exercise either or both remedies in this paragraph immediately upon notice to the AHJ.
- e) If AHJ's use of the Services is suspended or ended at any time, and thereafter, AHJ fulfills all requirements specified by BuildingReports for reinstatement, AHJ shall pay a Reconnect Fee, which BuildingReports shall provide upon request.

4. Intellectual Property.

- a) AHJ acknowledges and agrees that BuildingReports is the sole and exclusive owner of any patents, trademarks, copyrights, and trade secrets embodied in ComplianceCenter (collectively, the "Intellectual Property"), as well as all other property rights and interests inherent in or associated with ComplianceCenter.
- b) Any tangible copies of the Intellectual Property in the possession of AHJ shall remain the exclusive property of BuildingReports and may not be disclosed, distributed, or furnished by AHJ or to any other person or entity unless authorized by BuildingReports in writing.
- c) All Intellectual Property, including all backup, archival or other copies in the possession of AHJ (including its affiliates and Authorized Users) shall be destroyed as BuildingReports shall specify from time to time, and in any case within 24 hours of the termination of this Agreement.
- d) AHJ acknowledges and agrees that: (i) the rights granted under this Agreement are non-exclusive, and BuildingReports may grant the same or similar rights and licenses to others; (ii) that this Agreement does not grant AHJ any license or rights in or to any trademark, service mark, or logo of BuildingReports; and (iii) BuildingReports has the right to disclose that AHJ is a participant in, or a user of, ComplianceCenter in its promotional and advertising material.
- e) AHJ covenants that it shall not, either directly or indirectly on its own or on others' behalf, modify, prepare derivative works of, reverse engineer, decompile, or disassemble each and every component of ComplianceCenter.
- f) AHJ shall not (and shall not attempt to) use, sell, lease, license, sublicense, give, share, communicate, distribute, or otherwise transfer the Intellectual Property, including private label branding of the Services, to any person or entity other than as expressly permitted in this Agreement.
- g) AHJ may not publicize or use BuildingReports®, ComplianceCenter(™) or any other trademark or service mark of BuildingReports, without the prior express written consent of BuildingReports, except in accordance with the Services, e.g. on printed AHJ reports which are required to display

Initials for AHJ: \_\_\_\_\_

-

such marks.

5. Confidential Information and Trade Secrets; Data Ownership; Use of Member and Property Owner Data.

- a) “Confidential Information” is defined to include all technical or non-technical data, information, and material, regardless of format, medium, or source, regarding the facilities, systems, hardware, software, operation, business, financial affairs, products, services, customers, independent contractors and employees of BuildingReports, and the users of ComplianceCenter, i.e. Members, Non-Member Users, and AHJs which AHJ may become aware of as a result of its use of ComplianceCenter, or as part of the Services. Confidential Information shall include building fire and safety inspection data which is stored on BuildingReports’ servers, notwithstanding the fact that such data may be otherwise publicly-available.
- b) “Trade Secrets” are defined to include the following:
- i. the identity and contact information of all Members and Non-Member Users;
  - ii. the terms, details, and specifications of any Services to be performed by us;
  - iii. the terms, details and of all agreements (written and oral), work orders, proposals, quotes, statements of work, and other documents of all types between BuildingReports and AHJ, including the terms of this Agreement;
  - iv. all source code, object code, programming code, macros, object libraries, technical specifications, files of all types (including, though not limited to, HTML and Java files), graphics, animation, computer software, script, digital imagery, illustrations, photography, video, sound effects, report formats, application data, finalized print materials, finalized applications, text, software, materials, documentation, methods, systems, processes, packaging, works, and other tangible items describing, illustrating, explaining, incorporating, or using any of these things, including all of BuildingReports’ proprietary software system which allows an AHJ to electronically perform data collection and record the results, specifically including software for the iOS, Android OS, PalmOS, Windows Mobile, Mac OSX, and Windows platforms which allows the collection of information and the exchange of data between the handheld device and the BuildingReports web server; and
  - v. any other information, without regard to form or marking, including technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, or product plans which is not commonly known by or available to the public and which information derives economic value, actual or potential, from not being generally known to , and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of reasonable efforts to maintain secrecy.
- c) AHJ shall not use, duplicate, or reproduce any Confidential Information or Trade Secrets except in its official capacity; nor shall it publish, divulge, distribute, or disclose any Confidential Information or Trade Secrets to any other person or entity except in its official capacity in accordance with applicable laws and regulations, and then only to the minimum extent necessary to comply with such laws and regulations. AHJ shall safeguard the Confidential Information and Trade Secrets to prevent inadvertent or unauthorized disclosure; in no case shall AHJ use less than reasonable means to protect the Confidential Information and Trade Secrets. AHJ hereby acknowledges his confidentiality obligations under both the terms of this Agreement and his

ethical obligations as a public official. AHJ shall ensure that any personnel working under its authority are aware of their obligations regarding the Confidential Information and Trade Secrets, and acknowledges that it shall be liable for any breach of these obligations by such personnel.

- d) AHJ hereby grants to BuildingReports a non-exclusive, worldwide, perpetual, fully paid-up and royalty-free license to any building fire and safety inspection data uploaded to BuildingReports servers using ComplianceCenter. AHJ acknowledges and agrees that any such data shall be retained by BuildingReports for five (5) years, or for such period otherwise required by law, whichever is greater.
  - e) AHJ hereby grants to BuildingReports non-exclusive, worldwide, perpetual, fully-paid up and royalty-free license to use all data (including reports) generated by the AHJ for BuildingReports' own advertising and promotional purposes, provided that BuildingReports anonymizes and aggregates such data with other AHJ User data. BuildingReports reserves the right to disclose data (including reports) generated by the AHJ to the property owners or lessees for whom AHJ collects data.
  - f) Either BuildingReports, or any Member or NMU (service company who is not a Member of BuildingReports) whose data is disclosed as a result of a breach of AHJ's confidentiality obligations, shall have the right, but not the obligation, to enforce the confidentiality provisions of this Agreement against AHJ.
  - g) AHJ's confidentiality obligations set forth in this section shall survive termination of this agreement for (i) five (5) years or the maximum time allowable by law, whichever is less, for Confidential Information, and (ii) indefinitely, for information categorized as Trade Secrets.
  - h) AHJ hereby acknowledges and agrees that, in the event of its breach of the provisions set forth in this Section, BuildingReports, or any Member or NMU whose information is disclosed as a result of such a breach, may in addition to any other remedies available at law, seek equitable relief against the breaching party, including seeking an injunction to prevent any further breach and remedy an existing breach.
6. Subcontracting. BuildingReports may, in its sole discretion, assign or subcontract some or all of the Services to others; provided that BuildingReports shall be fully responsible for the performance of services by that subcontractor or assignee.
7. Term and Termination. This Agreement shall commence on the date upon its execution by both parties ("Effective Date") and shall remain in effect until terminated by:
- a) Either party rendering at least ninety (90) days' prior written notice to the other party;
  - b) Either party upon the other's material breach of a provision of this Agreement; provided that, the breaching party shall five (5) days from receipt of written notice from the non-breaching party to cure such breach. If the breach is not cured by midnight on the fifth day, then the non-breaching party can end this Agreement immediately.
  - c) Either party upon immediate notice to the other party, if that other party becomes (or is adjudged) insolvent, files for relief under Federal bankruptcy laws, has a petition filed against it in Federal court for bankruptcy relief and if the petition is not dismissed within 15 days of filing; or is adjudged bankrupt; or makes a general assignment for the benefit of its creditors; or becomes subject of any proceeding under any Federal or state statute or law for the relief of debtors which is not dismissed within 15 days of filing; or if a receiver, trustee or liquidator is appointed for that party;

- d) BuildingReports, if AHJ fails to make any payment to BuildingReports within five (5) days of the date such payment is due; or AHJ employment as a public official ceases for any reason.
8. Effect of Termination. When this Agreement ends for whatever reason, AHJ shall: (i) promptly pay to BuildingReports any amounts then due pursuant to the terms of this Agreement, (ii) return to BuildingReports (at its expense) all copies of the Proprietary Software and Documentation in AHJ's possession, and (iii) cease all use of ComplianceCenter. Notwithstanding any of the foregoing, termination of this Agreement by either Party shall not relieve AHJ of his obligations which accrued through the end date, which, along with the Confidentiality Provisions in Section 5, shall survive termination of this Agreement.
9. Warranty.
- a) BuildingReports hereby represents and warrants that the Services will be performed in a workmanlike, professional, and commercially reasonable manner as judged by the standards of the industry. AHJ shall immediately notify BuildingReports in writing in the event that the Services fall below such standard, and after receiving such notice, BuildingReports will use commercially reasonable efforts to either address and correct such breach or arrange a work-around.
- b) AHJ's exclusive remedy for any breach of the warranties made in this this Agreement is the correction or replacement by BuildingReports of the Services or repair of the non-conforming component of ComplianceCenter, whichever is applicable.
- c) Notwithstanding anything to the contrary set forth herein, BuildingReports shall have no obligation to provide maintenance or support services described herein if the performance failure of ComplianceCenter is in any way attributable to AHJ's (or anyone working under AHJ's authority): (i) deviating from the operating instructions; (ii) altering, changing, or otherwise modifying ComplianceCenter or Services in a manner not authorized in writing by BuildingReports; or if AHJ or anyone working under their authority is using ComplianceCenter or Services in conjunction with non-approved hardware or software.
10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN SECTION 9 ABOVE, THE SERVICES AND COMPLIANCECENTER ARE BEING PROVIDED "AS IS" AND BUILDINGREPORTS DOES NOT MAKE ANY WARRANTIES TO AHJ OR ANY OTHER PERSON, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO COMPLIANCECENTER OR ANY SERVICES PROVIDED HEREUNDER. THE PROVISIONS IN SECTION 9 ARE AHJ'S SOLE REMEDY FOR BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT. BUILDINGREPORTS DOES NOT WARRANT THE ACCURACY, VERACITY, OR COMPLETENESS OF DATA HOSTED ON ITS SERVERS THAT IS PROVIDED BY A MEMBER, NON-MEMBER USER, OR AHJ.

IN NO EVENT SHALL BUILDINGREPORTS, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, LICENSORS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE FOR ANY LOSS OF DATA, OR OTHER DAMAGES RESULTING FROM ANY DELAY IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. BUILDINGREPORTS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES WHICH ARISE FROM THE USE, OR INABILITY TO USE, THE SERVICES OR ANY BREACH OF ANY PROMISE, REPRESENTATION OR WARRANTY, OR WHICH ARISE IN CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, BUILDINGREPORTS' LIABILITY TO AHJ SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY AHJ TO BUILDINGREPORTS IN THE 90 DAYS PRIOR THE DATE ON WHICH THE LIABILITY AROSE.

11. Indemnification. AHJ shall indemnify, defend, and hold BuildingReports (including its officers, directors, stockholders, employees, agents, and affiliates) harmless from any losses, liabilities, claims, or causes of action arising from AHJ's breach of its confidentiality obligations. BuildingReports shall notify AHJ in writing of such loss, liability, claim, or cause of action as soon as reasonably practicable after becoming aware of it, and AHJ shall promptly acknowledge such notice by affirming its indemnity obligation in writing. In the event AHJ fails to render such acknowledgement within a reasonable period after being notified, or if AHJ otherwise fails to indemnify BuildingReports, BuildingReports may seek counsel of its own choosing and shall be entitled to recover reasonable attorney's fees, expenses, and costs involved in defending against such losses, liabilities, claims, or causes of action.
12. Miscellaneous.
  - a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, notwithstanding its conflicts of laws provisions.
  - b) Notices. Any notice under this Agreement may be delivered via electronic means (e.g. email), provided that such communication must be able to be acknowledged (e.g. via read receipt) by the addressee. In the event such acknowledgement is not received, notice shall be given in writing, delivered by hand or by certified or registered mail, postage prepaid, addressed as provided below (or to such other persons and addresses either Party may designate in writing). Notice can also be given by established nationwide delivery service (e.g., Federal Express, UPS). A notice shall be deemed given three days from the date of delivery or the first attempted delivery (whichever occurs first). All notices to a Party under this Agreement will be sent to the electronic or physical addresses specified at the beginning of this Agreement, as amended from time to time by giving written notice to the other party.
  - c) Authority. Each party hereby represents and warrants to the other that it has all consents, permits, licenses and approvals necessary for it to enter into this Agreement and perform any and all of its obligations herein.
  - d) Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability or any other provision.
  - e) No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting on any breach of any provision shall be construed to be a waiver of such breach.
  - f) Assignment. This Agreement and AHJ's rights, duties, and obligations under this Agreement are personal to the AHJ. Therefore, those rights, duties and obligations cannot be assigned, delegated or otherwise transferred by AHJ, or by operation of law, without BuildingReports' prior written consent. This consent may be granted or withheld in BuildingReports' sole discretion. Any attempted assignment, delegation, or transfer by AHJ without BuildingReports' consent shall be void, and shall constitute a material breach of this Agreement. BuildingReports may freely assign its rights and obligations under this Agreement to any subsidiary, related, or affiliated entity.
  - g) Binding Nature. This agreement is binding upon, and inures to the benefit of, both AHJ and BuildingReports, and each party's respective heirs, assigns, representatives and successors.

- h) Non-Exclusivity. This Agreement is non-exclusive and the parties may enter into similar agreements with other parties without restriction as to number, location, and application.
- i) Force Majeure. A party shall not be liable to the other for any delay or failure to perform any provision of this Agreement if such delay or failure is caused by fire, flood, or other acts of God, acts of civil unrest or terrorism, governmental action, internet or other network failure, or by any other reason or circumstances which are beyond such party's reasonable control.
- j) Captions; Construction. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions of this Agreement, nor shall they limit or affect the meaning of any term or condition in it. In this Agreement, "including" means "including but not limited to". Use of male pronouns, e.g. "he", "his", "him" herein shall also mean "she", "hers", "her", or "it" or "its", as the case may be and as context requires.
- k) Reproduction of this Agreement. AHJ understands and agrees that BuildingReports may reproduce this Agreement (by electronic means or otherwise) and thereafter may destroy the original document. AHJ agrees that this Agreement so reproduced shall be binding upon AHJ and enforceable and admissible in evidence against AHJ to the same extent as if the original of this Agreement had not been destroyed and was presented to AHJ.
- l) Venue and Forum. The parties agree that jurisdiction and venue for any action arising out of this Agreement, or its subject matter, or the performance or non-performance under it, or on any other matter resulting from the relationship of BuildingReports and the AHJ shall be exclusively in the state and federal courts located in Gwinnett County, Georgia and the Northern District of Georgia, respectively. The parties irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of inconvenient jurisdiction. Service of process may be made in any manner recognized by the courts of Gwinnett County, Georgia. The parties also irrevocably waive its right to a jury trial on any matter arising out of this Agreement or the transactions contemplated in it.
- m) Entire Agreement. This written Agreement (including the Exhibits, which are expressly incorporated herein) represents the final and complete understanding of the parties regarding the subject matter herein, notwithstanding any oral or written agreements to the contrary, including terms contained in Purchase Orders exchanged between the parties. Notwithstanding the foregoing, BuildingReports may amend any Exhibit from time to time, and after BuildingReports gives notice of the change to AHJ, AHJ's continued use of ComplianceCenter and the Services shall indicate its assent to such amendments. Any other amendments to this Agreement shall be in a writing (including electronic) that specifically references this Agreement and shall be effective only if such writing is executed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties by their signatures below hereby cause this Agreement to be effective and legally binding:

**BUILDINGREPORTS.COM, INC.**

**(“AHJ”)**

**By:**

**Name:**

**Title:**

**Date:**

**By:**

**Name:**

**Title:**

**Date:**

Initials for AHJ: \_\_\_\_\_



## **Exhibit A**

### **Services**

“Services” includes items set forth below:

- i) Creation and Maintenance of Building records.
- ii) Creation and Maintenance of User Accounts.
- iii) Scheduling and Creation of Fire and Life Safety Inspections
- iv) Approval of 3rd Party Fire and Life Safety Service companies within Jurisdiction
- v) Access to inspection information within Jurisdiction
- vi) Creation of Inspection Forms to be used by 3rd Party Fire and Life Safety Service companies within Jurisdiction.
- vii) Access to more customized inspection reports
- viii) Access to related industry reports on aggregate inspections: efficiency, inspection totals, statistical reports, etc.
- ix) Create and Maintain history on Citations and Notifications sent to Buildings
- x) Send and Receive Official Correspondence Building and Jurisdiction
- xi) Technical support may or may not incur a charge, for those incidents in which it does support services are provided @ \$45.00 per half-hour, with estimate of time provided before expenses incurred.

The Services also means the data management, hosting, reporting and other services to be provided by BuildingReports: BuildingReports’ Website serves as the central repository for data collected using hand-held scanning devices and allows the automatic generation of a variety of inspection reports associated with this data. The following is a partial list of the Services provided by the BuildingReports Website:

- i) Integration of data sent by the appropriate application.
- ii) Generation of Inspection Reports
- iii) Creation of new building accounts
- iv) Creation of new user accounts with specified privileges.
- v) Online access to various forms of documentation, such as help files, FAQ lists, and legal documentation.
- vi) Creation of Citations and Notices to be sent to Buildings

### **Ancillary Services**

“Optional” Ancillary Services includes items set forth below:

- i) Hard Copy Mail @ \$1.05 per piece (upon request) - includes printing, folding, envelope insertion and postage of physical notices to Building Owners and/or Service Companies.

- ii) Individual Database Correction @ \$90.00 per hour (upon request - estimate provided prior) - research and correct individual database entries for building addresses and Building Owners.
- iii) Ongoing Database Administration @ \$90.00 per hour (upon request - estimate provided prior) - research and correct database entries for building addresses and Building Owners.
- iv) Citation Payment Collection @ \$15.00 per incident plus 5% (upon request) - electronic citation payment services on behalf of Cobb County.

**Exhibit B**  
**Service Addresses**

Initials for AHJ: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: AC3C7300C5A7400B968DB1FAC7CB397E

Status: Completed

Subject: Please DocuSign: MPA 2020 Between LOC and BuildingReports - MS FINAL v2.pdf

Source Envelope:

Document Pages: 27

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 24.16.218.197

## Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

6/30/2020 9:01:34 AM

bill.demars@nppgov.com

## Signer Events

Dwight Wills

dwill@buildingreports.com

VP Sales & Marketing

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

  
C2D0EAA22D59428...

Signature Adoption: Pre-selected Style  
Using IP Address: 24.126.161.0

## Timestamp

Sent: 6/30/2020 4:18:38 PM

Viewed: 7/1/2020 7:12:44 AM

Signed: 7/2/2020 8:57:31 AM

## Electronic Record and Signature Disclosure:

Accepted: 7/1/2020 7:12:44 AM

ID: b41825e8-0c55-465f-aedb-b7c08ca03c2a

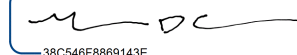
Mike Cully

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: 7/2/2020 8:57:34 AM

Viewed: 7/6/2020 1:41:33 PM

Signed: 7/6/2020 1:41:48 PM

## Electronic Record and Signature Disclosure:

Accepted: 7/6/2020 1:41:33 PM

ID: 84b9c29b-0078-4810-a63c-42b21671c221

## 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

Julio Martinez

compliancecenter@buildingreports.com

Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 6/30/2020 9:04:28 AM

Resent: 6/30/2020 4:18:37 PM

Viewed: 7/1/2020 5:34:25 AM

## Electronic Record and Signature Disclosure:

Accepted: 6/30/2020 9:06:28 AM

ID: 4ce5da69-e2e4-48f1-8cf6-26d519139394

Carbon Copy Events	Status	Timestamp
Kris Bordnick chris.bordnick@mynpp.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/6/2020 1:41:51 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2020 1:41:51 PM
Certified Delivered	Security Checked	7/6/2020 1:41:51 PM
Signing Complete	Security Checked	7/6/2020 1:41:51 PM
Completed	Security Checked	7/6/2020 1:41:51 PM

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](mailto: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](mailto: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](mailto: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](mailto: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"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* 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.