

**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 Calabrio, Inc. ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain NETWORK CONNECTIVITY FOR GOVERNMENT, 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 NETWORK CONNECTIVITY FOR GOVERNMENT 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. 2055 for NETWORK CONNECTIVITY FOR GOVERNMENT; 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. 2055 (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. For the avoidance of doubt, the parties agree that the RFP is a snapshot in time and may not be an accurate representation of Vendor's current offering of products and services.

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 the 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.

#### **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 Indemnification Obligations.** Vendor will defend Lead Contracting Agency and its Authorized Users, Affiliates, directors, officers, employees, and agents (collectively, the "Lead Contracting Agency Indemnitees") in any claim or suit brought by a third party and in connection such a claim, will indemnify Lead Contracting Agency Indemnitees from any damages finally awarded in any non-appealable resolution, whether by judgment or settlement (including reasonable attorneys' fees and court costs to the extent Vendor fails to promptly assume the defense) arising out of or relating to any claim alleging the Products infringe upon or violate any third party's patent, copyright, trade secret, proprietary, or other intellectual property rights. Vendor's indemnity obligations are conditioned upon: (a) Lead Contracting Agency's prompt written notification of any such claim, (b) Lead Contracting Agency's reasonable cooperation with Vendor with the defense and investigation of any such claim, and (c) Vendor having sole control of the defense of any such claim and all negotiations for its settlement. Notwithstanding the foregoing, in all events Lead Contracting Agency shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Lead Contracting Agency's sole cost and expense. If Lead Contracting Agency's use of the Products becomes or, in Vendor's reasonable opinion, is likely to become the subject of such a claim, Lead Contracting Agency will permit Vendor, at Vendor's sole expense and option to: (1) procure for Lead Contracting Agency the right to continue to use the Products; (2) replace or modify the Products related to the allegation so Lead Contracting Agency's use of the Products no longer infringes upon or violates the intellectual property rights of a third party; or (3) if the options contained in items (1) or (2) are unavailable or impossible, terminate this Master Agreement, accept the return of the Products, and grant to Lead Contracting Agency a prorated refund of all applicable prepaid Fees related to the infringement allegation. This Section 8.1 reflects Vendor's entire liability and Lead Contracting Agency's exclusive remedies for infringement of intellectual property rights of any kind.

6.2 **Indemnity Exclusions.** Vendor shall have no responsibility to Lead Contracting Agency, through indemnification obligations or otherwise, to the extent any third party infringement claim is the result of: (i) Lead Contracting Agency's use of the Products except as permitted under this Master Agreement and any applicable Documentation (including the unlicensed use of the Products by Lead Contracting Agency); (ii) any use of the Products in combination with any third party software or products that are not expressly authorized by Vendor; or (iii) any modification to the Products by Lead Contracting Agency or for Lead Contracting Agency by any third party other than Vendor (collectively, the "Exclusions").

6.3 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, 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. FOR THE AVOIDANCE OF DOUBT, VENDOR SHALL NOT BE RESPONSIBLE FOR DAMAGES FOR: (A) ERROR OR INTERRUPTION OF USE; (B) LOSS OR CORRUPTION OF LEAD CONTRACTING AGENCY DATA; OR (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

6.4 Limitation on Monetary Damages. Under no circumstances shall Calabrio's liability for direct damages under this Master Agreement exceed the Fees paid or payable by Customer for the Products during the twelve (12) month period during which the claim arose.

6.5 EXCLUSIONS: The limitations set forth in Sections 6.3 and 6.4 shall not apply to Lead Contracting Agency's infringement of Calabrio's intellectual property or either party's gross negligence, fraudulent acts, and intentional misconduct.

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 - INTENTIONALLY OMITTED**

#### **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. For the avoidance of doubt, in the event Vendor is unable to comply with Purchaser's request, Vendor may choose to terminate the applicable agreement within ninety (90) days of Purchaser's request for additional requirements placed on Vendor.

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 one (1) year 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 one (1) year 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:

Calabrio, Inc.  
241 N 5th Ave  
Suite 1200  
Minneapolis, MN 55401  
ATTN: Legal  
Email: Legal@Calabrio.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.

[SIGNATURE PAGE FOLLOWS]

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

PURCHASER:

Signature:  DocuSigned by:  
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director  
LEAGUE OF OREGON CITIES

Dated: July 30, 2021 | 5:08 AM PDT

VENDOR:

 Signature: \_\_\_\_\_

Printed Name: Tom Goodmanson

Title: CEO  
Calabrio, Inc.

Dated: 7/29/2021

**ATTACHMENT A**

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

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

NETWORK CONNECTIVITY FOR GOVERNMENT	
	Percentage (%) off List Price* ( <b><i>OR</i></b> fixed price if % off pricing is not available)
NETWORK CONNECTIVITY	10% off all Calabrio Cloud (SAAS) named user licenses, labeled as Software in the Price Catalog (contact Vendor for latest Price Catalog).
NETWORK INFRASTRUCTURE	N/A
INSTALLATION, SERVICE, & MAINTENANCE	10% off all Calabrio implementation, configuration, and training services. Labeled as Services and Training in the Price Catalog.

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. [ A current list may be obtained from Vendor.]

**ATTACHMENT B**

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

**INTENTIONALLY OMITTED.**

## **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.**

### **Master Solution Agreement**

This Master Solution Agreement (the "Agreement") is entered into as of [INSERT EFFECTIVE DATE] (the "Effective Date"), by and between Calabrio, Inc. and its Affiliates, located at 241 North 5<sup>th</sup> Avenue, Suite 1200, Minneapolis, MN 55401, United States ("Calabrio") and [INSERT CUSTOMER NAME], incorporated under the laws of [INSERT STATE OR COUNTRY] located at [INSERT CUSTOMER ADDRESS] ("Customer"). Calabrio and Customer are each sometimes referred to herein as a "party" and collectively as "the parties."

### **MASTER AGREEMENT**

#### **1. DEFINITIONS**

**"Affiliate"** means any entity, firm, partnership, corporation, or other legal entity controlling, controlled by, or under common control with a party to the Master Agreement, where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares or other securities or rights entitled to vote for the election of directors or other governing authority.

**"Authorized Users"** means Customer employees, administrators, and other designated agents, consultants, or contractors using the Products pursuant to the commitment levels designated on the Quote. Authorized Users may also include any Affiliates of Customer or administrative users.

**"Calabrio Data"** means all representations, concepts, instructions, and information, including Documentation, generally released and supplied by Calabrio to Customer to use in connection with the Products.

**"Customer Data"** means any electronic data and information submitted, stored, or backed up by Customer during Customer's use of the Product.

**"Customer Success Center"** means the customer portal, which contains applicable Documentation and other information related to the Products and Services.

**"Documentation"** means the written, published information accessible via the Customer Success Center or other successor portal operated by Calabrio, as updated from time to time.

**"Fees"** means the fees charged or chargeable by Calabrio for its Products or services, as identified in each Quote or Statement of Work.

**"Master Agreement"** means this Agreement, together with all applicable Exhibits, Quotes, Statements of Work, and other attachments and schedules hereto.

**"Products"** means the Licensed Software, Cloud Subscription Services, and any components or functionalities of the Licensed Software or Cloud Subscription Services identified on a Quote. Licensed Software and Cloud Subscription Services are defined in the applicable Exhibits.

**"Professional Services"** means the implementation, installation, training, or other services identified on each Quote performed by Calabrio pursuant to a Statement of Work.

**"Protected Data"** means any data defined and regulated under any applicable data protection laws, including without limitation, personally identifiable information, protected health information, and personal data.

**"Quote"** means the written documents, regardless of actual name or designation, executed by the parties, which incorporates by reference this Agreement and described order-specific information, including an itemized description of the Products and services, the number of Authorized Users, the applicable Fees, and any commercial terms and conditions governing the purchase.



**"Services"** means the combination of Professional Services and Support Services.

**"Statement of Work" or "SOW"** means a document executed by both parties that references this Agreement and describes the scope of the Professional Services to be performed by Calabrio.

**"Software"** means Calabrio's proprietary software offerings.

**"Exhibit"** means a document that further describes a specific Product or set of Products.

**"Support Services"** means the ongoing support provided to Customer pursuant to Calabrio's then-current Support Services Policy.

## 2 SCOPE

**2.1 Purpose.** This Agreement describes the general terms and conditions to which the parties agree with respect to the purchase of the Products and any applicable Professional Services and Support Services. This Agreement serves as the mechanism for Customer to obtain a license or subscription to use the products and such licensure or subscription shall not be deemed a sale of goods. Additional terms for the purchase of the Licensed Software and Cloud Subscription Services are described in the Exhibits for Licensed Software and Cloud Subscription Services, respectively. Any pre-printed or standard terms contained on any Customer purchase order or other business processing document shall have no effect on the relationship of the parties. The Agreement relates to all current and future components of the Products, as identified by Calabrio using SKUs on a Quote.

**2.2 Incorporation of Future Quotes.** At any time following the execution of this Agreement and the initial Quote, Customer may purchase additional Products and services, or otherwise expand the scope of Authorized Users granted on a Quote upon Calabrio's receipt and acceptance of a new Quote specifying the additional Products and services. All such future Quotes shall be incorporated into and become a part of this Master Agreement.

**2.3 Future Functionality.** Customer acknowledges that its purchase of Products hereunder is not contingent on Calabrio's delivery of any future functionality or feature and is not dependent on any oral or written comments made by Calabrio regarding any functionality or features.

**2.4 Order of Precedence.** To the extent of any conflicting terms or conditions among the documents forming this Master Agreement, the order of precedence shall be as follows: (1) Exhibits, (2) Agreement, (3) Quotes, and (4) SOWs, except where the Order or the SOW specifically state the intent to supersede a specific portion of the Exhibits and/or Agreement.

## 3 PROPRIETARY RIGHTS

**3.1 Restrictions on Use.** The license or subscription granted to Customer by Calabrio with respect to the Products are described in the applicable Exhibits. Customer shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Products; (ii) access or use any portion of the Products, except as expressly authorized on a Quote; (iii) disassemble, decompile, or otherwise reverse engineer (or attempt to do so) all or any portion of the Products; (iv) use the Products for any unlawful purposes; (v) use the Products to provide processing services to third parties or on a service bureau basis; (vi) export the Products or Documentation in violation of any U.S. laws or regulations; (vii) modify, adapt, or use the Products to develop any software application intended for resale; or (viii) disclose or publish, without Calabrio's prior written consent, performance statistics or the results of any benchmark test performed on the Products (collectively, the "Restrictions").

## 4 RESPONSIBILITIES

**4.1 Customer Responsibilities.** Customer is solely responsible for the acts and omissions of its Authorized Users while accessing and using the Products, including, without limitation, use of usernames, passwords, and other login credentials of Customer and any such Authorized Users. If Customer is subject to regulations under PCI-DSS, Customer will assume responsibility for its compliance with all regulatory obligations under PCI-DSS, including any acts or omissions by its Authorized Users. Customer shall comply with all applicable global, federal, and state laws applicable while using the Products, including call recording laws and laws regarding Customer's obligation as a data controller or data processor under the General Data Protection Regulation ("GDPR"), California Consumer Privacy Act ("CCPA") or other data privacy law or regulation (collectively, the "Data Protection Laws"). Customer shall assume responsibility for all Protected Data it collects, stores, or backs up through use of the Products. For the avoidance of doubt, Calabrio shall not assume responsibility or be held liable for Customer's failure to obtain the appropriate consents or adhere to data subject requests pursuant to the Data Protection Laws. If Customer reasonably believes the Products do not allow it to perform its obligations under the Data Protection Laws, Customer shall notify Calabrio as soon as practicable. Customer shall reasonably cooperate with Calabrio in identifying the cause of any failure of the Products to conform or perform in accordance with the Documentation.

**4.2 Compliance.** During the Agreement Term of this Master Agreement and for a period of twelve (12) months following its termination, Calabrio shall have the right to verify Customer's compliance with the terms of this Master Agreement. If such verification reveals material noncompliance with the terms of this Master Agreement, Customer shall reimburse Calabrio for the reasonable costs and expenses associated with the verification process and Customer shall promptly cure such noncompliance.

**4.3 Cooperation.** Customer shall provide Calabrio with good faith cooperation pursuant to reasonable requests for information as may be required for Calabrio to provide the Products, Professional Services, and/or Support Services. Customer acknowledges that Calabrio's performance is dependent upon timely and effective satisfaction of Customer's responsibilities, including timely decisions and approvals regarding the Products, Professional Services, and/or Support Services. Customer shall promptly provide Calabrio with any information regarding a change in circumstances that may affect Calabrio's performance of Professional Services or Support Services.

**4.4 Export Compliance.** The Products may be subject to export laws and regulations. Each party agrees that it is not named on any U.S. or EU government denied party or sanctioned entity list. Customer agrees that it will not permit any Authorized User to access or use the Products in an U.S. or EU embargoed country or in violation of any applicable export laws or regulations.

**4.5 Anti-Corruption.** Each party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including without limitation the United States Foreign Corrupt Practices Act ("FCPA") and the United Kingdom Bribery Act. Customer represents and warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from any Calabrio personnel or agent in exchange for purchasing the Products. Reasonable gifts and entertainment provided in the ordinary course of business shall not be a violation of the foregoing restriction, provided that each party will comply with its internal policies and codes of conduct relating to the exchange of gifts or provision of entertainment. Each party will promptly inform the other party of any perceived or actual violations of this Section 4.5.

## **5 WARRANTIES; DISCLAIMERS.**

**5.1 General Warranties.** Each party represents and warrants that: (i) it is a legal entity duly organized, validly existing, and in good standing; (ii) it will comply with all laws applicable to its business for its respective obligations

under this Master Agreement; and (iii) it has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder.

**5.2 DISCLAIMER.** EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, CALABRIO EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES OF ANY NATURE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM VIRUSES. CALABRIO DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR NEEDS OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. CALABRIO DOES NOT PROVIDE ANY WARRANTIES OR SUPPORT SERVICES FOR ANY MODIFICATIONS TO THE PRODUCTS MADE BY CUSTOMER.

## **6 NONDISCLOSURE**

**6.1 Nondisclosure.** This Section 6.1 supersedes all previously executed Nondisclosure Agreements or similar agreements governing the parties' confidentiality obligations. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The recipient will not disclose any Confidential Information of the disclosing party except as authorized under this Master Agreement and will use at least the same amount of care and diligence, which shall at least be a reasonable level of care, in protecting Confidential Information of the disclosing party as it uses for its own Confidential Information. The recipient will limit any access to Confidential Information to those Affiliates, employees, and authorized representatives with a need to know and will instruct them to keep such information confidential. The recipient may disclose Confidential Information to subcontractors, contractors, and/or consultants provided that any breach of the terms of the Master Agreement by such contractors and/or consultants will be deemed a breach by the recipient. Notwithstanding the foregoing, the recipient may disclose Confidential Information of the disclosing party: (i) to the extent necessary to comply with an applicable law, rule, regulation, or ruling and (ii) as required to respond to any subpoena or other governmental, court, or administrative order, or in connection with litigation, provided that the recipient uses reasonable measures to provide prior notice of such compelled disclosure (if legally permitted to do so) and reasonable assistance to the disclosing party (at the cost of the disclosing party) if the disclosing party wishes to contest such disclosure. Upon the request of the disclosing party, the recipient will return or destroy all Confidential Information of the disclosing party currently in the recipient's possession, provided that the recipient may retain information for regulatory purposes or in back-up or archival files as long as this Section 6.1 continues to apply while the Confidential Information remains in the recipient's possession. For purposes of this Master Agreement, "Confidential Information" means information designated in writing as confidential or information which ought to be deemed confidential to the disclosing party given the nature of its content or the circumstances surrounding the disclosure, which shall include any software, source code, specifications, documentation, business plans, financial information, and personal data. Information shall not be deemed Confidential Information if the recipient can prove that such information: (a) is or becomes generally known or available to the public through no fault of the recipient; (b) was in the recipient's possession prior to disclosure by the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by the recipient without reference to Confidential Information of the disclosing party. The obligations of Calabrio set forth in this Section 6.1 shall not apply to suggestions and feedback for product or service improvement provided by Customer in connection with the Products, Professional Services, and Support Services and, as such, Calabrio shall have no obligation or liability to Customer for its use or disclosure of such feedback.

## **7 TERM AND TERMINATION**

**7.1 Term.** The term of this Master Agreement shall commence on the Effective Date and continue until all applicable Quotes have expired or are terminated in accordance with a party's rights and obligations under this

Master Agreement (the "Agreement Term"). The Support and Maintenance Term for Support Services and the Subscription Term for Cloud Subscription Services shall be contained in the applicable Quote.

**7.2 Termination for Cause.** In the event of a material breach, the non-breaching party may terminate this Master Agreement if the breaching party fails to cure such breach within sixty (60) days of the initial notification of such breach, except that the cure period for nonpayment of Fees shall be thirty (30) days. A party may terminate this Master Agreement immediately if the other party is (a) liquidated, dissolved, or adjudged to be in a state of receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors, or takes advantage of any law for the benefit of debtors, or (c) ceases to conduct business for any reason, leaving no successor-in-interest. Requests to terminate the Master Agreement shall be provided via written notice in accordance with the notice clauses described herein.

**7.3 Effect of Termination.** In the event of termination or expiration of this Master Agreement, Customer shall immediately pay to Calabrio all undisputed Fees due and payable through the date of expiration or termination. If the parties mutually agree to terminate the Master Agreement for reasons other than breach and a Quote is still in effect at the time of such termination, then the terms and conditions of this Agreement, including the terms and conditions related to Fees and payment described in a Quote, shall continue to govern the outstanding Quote until it expires or is terminated. If the Master Agreement is terminated for breach, all outstanding Quotes and SOWs will immediately terminate as of the date specified in the notice for breach.

**7.4 Survival.** The following sections will survive the expiration or termination of this Master Agreement: Sections 2.4, 4.1, 5, 6, 7.3, 8, and 9.

## **8 INDEMNITY**

**8.1 Calabrio Indemnification Obligations.** Calabrio will defend Customer and its Authorized Users, Affiliates, directors, officers, employees, and agents (collectively, the "Customer Indemnitees") in any claim or suit brought by a third party and in connection with such a claim, will indemnify Customer Indemnitees from any damages finally awarded in any non-appealable resolution, whether by judgment or settlement (including reasonable attorneys' fees and court costs to the extent Calabrio fails to promptly assume the defense) arising out of or relating to any claim alleging the Products infringe upon or violate any third party's patent, copyright, trade secret, proprietary, or other intellectual property rights. Calabrio's indemnity obligations are conditioned upon: (a) Customer's prompt written notification of any such claim, (b) Customer's reasonable cooperation with Calabrio with the defense and investigation of any such claim, and (c) Calabrio having sole control of the defense of any such claim and all negotiations for its settlement. Notwithstanding the foregoing, in all events Customer shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Customer's sole cost and expense. If Customer's use of the Products becomes or, in Calabrio's reasonable opinion, is likely to become the subject of such a claim, Customer will permit Calabrio, at Calabrio's sole expense and option to: (1) procure for Customer the right to continue to use the Products; (2) replace or modify the Products related to the allegation so Customer's use of the Products no longer infringes upon or violates the intellectual property rights of a third party; or (3) if the options contained in items (1) or (2) are unavailable or impossible, terminate this Master Agreement, accept the return of the Products, and grant to Customer a prorated refund of all applicable prepaid Fees related to the infringement allegation. This Section 8.1 reflects Calabrio's entire liability and Customer's exclusive remedies for infringement of intellectual property rights of any kind.

**8.2 Indemnity Exclusions.** Calabrio shall have no responsibility to Customer, through indemnification obligations or otherwise, to the extent any third party infringement claim is the result of: (i) Customer's use of the Products except as permitted under this Master Agreement and any applicable Documentation (including the unlicensed use of the Products by Customer); (ii) any use of the Products in combination with any third party software or products that are not expressly authorized by Calabrio; or (iii) any modification to the Products by Customer or for Customer by any third party other than Calabrio (collectively, the "Exclusions").

**8.3 Customer Indemnification Obligations.** Customer shall defend Calabrio and its Affiliates, directors, officers, employees, and agents (collectively, the "Calabrio Indemnitees") in any claim or suit by any third party and in connection with such a claim indemnify the Calabrio Indemnitees against any damages finally awarded in a non-appealable resolution, whether by judgment or settlement (including reasonable attorneys' fees and court costs to the extent Customer fails to promptly assume such defense) arising out of or relating to any claim by a third party relating to any of the Exclusions set forth in Section 8.2, provided that: (a) Calabrio shall provide prompt written notification of any such claim; (b) Calabrio will reasonably cooperate with Customer in Customer's defense and investigation of such claim; and (c) Customer will have sole control of the defense of any such claim and all negotiations for settlement. Notwithstanding the foregoing, in all events, Calabrio shall be permitted to participate in the defense of any such suit or proceeding with counsel of its own choosing at Calabrio's sole cost and expense.

## **9 LIMITATION OF LIABILITY**

**9.1 Exclusion of Consequential Damages.** UNDER NO CIRCUMSTANCES SHALL CALABRIO BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES, WHETHER IN CONTRACT OR TORT, AND REGARDLESS THE THEORY OF LIABILITY, EVEN IF CALABRIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR CLARITY, CALABRIO SHALL NOT BE RESPONSIBLE FOR DAMAGES FOR: (A) ERROR OR INTERRUPTION OF USE; (B) LOSS OR CORRUPTION OF CUSTOMER DATA; (C) THE COST OF PROCUREMENT FOR SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR (D) LOSS OF BUSINESS OR LOST PROFITS.

**9.2 Limitation on Monetary Damages.** Under no circumstances shall Calabrio's liability for direct damages under this Master Agreement exceed the Fees paid or payable by Customer for the Products during the twelve (12) month period during which the claim arose.

**9.3 Exclusions.** The limitations in Section 9.1 and 9.2 shall not apply to a party's gross negligence, fraudulent acts, and intentional misconduct.

## **10 GENERAL**

**10.1 Relationship of the Parties.** Calabrio and Customer operate independent of one another. Nothing contained in this Master Agreement shall be construed as creating a joint venture, partnership, agency, or employer/employee relationship between the parties for any purpose, including for taxes or employee benefits.

**10.2 Subcontractors.** Calabrio may designate subcontractors to perform such tasks and functions necessary to provide the Products covered under this Master Agreement. Calabrio shall be responsible for any acts and omissions of its subcontractors to the same extent as if such act or omission were directly committed by Calabrio.

**10.3 Assignment.** Neither party may assign this Master Agreement without the prior written consent of the other parties, provided, however, that Calabrio may assign this Master Agreement to a successor-in-interest following a change in ownership, merger, acquisition, or corporate restructuring. Any assignment or attempted assignment in violation of this Section 10.3 shall be null and void.

**10.4 Governing Law.** This laws governing this Master Agreement will depend on Customer's location, as follows:

- 10.4.1 United States and Any Country not Identified Below.** If Customer is incorporated under the laws of a state in the United States or in any country not identified in Sections 10.4.2 or 10.4.3, this Master Agreement will be governed by the laws of the State of Minnesota and the exclusive forum for resolution of a dispute will be the courts within Hennepin County, Minnesota.
- 10.4.2 EMEA, excluding Sweden.** If Customer is incorporated under the laws of a country within Europe, the Middle East, and Africa, excluding the Sweden, this Master Agreement will be governed by the laws of England and Wales and the exclusive forum for resolution of a dispute will be the courts within London, England.
- 10.4.3 Sweden.** If customer is incorporated under the laws in Sweden, this Master Agreement will be governed by the laws of Sweden and the exclusive forum for resolution of a dispute will be the courts within Stockholm, Sweden.
- 10.4.4. Asia Pacific.** If Customer is incorporated under the laws of a country in the Asia-Pacific region, this Master Agreement will be governed by the laws of Singapore and the exclusive forum for resolution of a dispute will be the courts within Singapore.

**10.5 Dispute Resolution.** The parties will use reasonable efforts to resolve disputes between business representatives prior to initiating litigation proceedings.

**10.6 Uniform Codes.** The parties agree that this Master Agreement is not a contract for the sale of goods and, therefore, the Master Agreement will not be governed by any codification of Article 2 or 2a of the Uniform Commercial Code ("UCC"). Additionally, the United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act ("UCITA"), and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Master Agreement.

**10.7 Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations hereunder on account of strikes, terrorist activity, shortages, riots, insurrection, fires, floods, power outages resulting in blackouts, storms, cybercrime, explosions, war, governmental action, labor conditions, earthquakes, terrorism, delays or interruptions by third parties, or any other cause attributable to circumstances beyond the reasonable control of either party.

**10.8 Notice.** All notices under this Master Agreement shall: (a) be in writing and be addressed to the mailing address set forth in the preamble and (b) be deemed received by the other party three business days after it is mailed by first class mail, return receipt requested, or recognized overnight courier. Either party may provide a notice of a change of address without the need to formally amend the Master Agreement. A copy of all notices to Calabrio shall be sent to Attn: Legal Department or [legal@calabrio.com](mailto:legal@calabrio.com).

**10.9 Waiver of Contractual Right.** The failure of either party to enforce any provision of this Master Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Master Agreement.

**10.10 Remedies not Exclusive.** Unless otherwise expressly stated, the remedies in this Master Agreement shall not be exclusive of other remedy that either party may have against the other party and shall not limit either party's ability to seek other remedies available under law or in equity. Unless otherwise agreed, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

**10.11 Entire Agreement.** This Master Agreement, together with all Exhibits, Quotes, and SOWs referenced herein sets forth the entire understanding of the parties with respect to the subject matter of this Master Agreement and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. All Exhibits, Quotes, and SOWs are incorporated herein by this reference. This Master Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both parties. If any provision of this Master Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Master Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed written and shall be construed and enforced as so limited. The various section headings of this Master Agreement are included for convenience and are not intended to modify, define, limit, or expand the intent of the parties.

**ACKNOWLEDGED AND ACCEPTED BY THE PARTIES:**

"Customer":	<b>Calabrio, Inc.</b> 241 North 5 <sup>th</sup> Ave, Suite 1200 Minneapolis, MN 55401 United States
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date Signed:	Date Signed:

## EXHIBIT A CLOUD SUBSCRIPTION SERVICES

### 1 DEFINITIONS

**"Access"** means the remote connection by Customer's Authorized Users to the Cloud Subscription Services via Public Cloud to the Master Server.

**"Cloud Based Services"** means Software available via the Public Cloud.

**"Cloud Subscription Services"** means Access to the Cloud-Based Services made available to Customer pursuant to this Master Agreement on a subscription basis and as identified on each Quote. Cloud Subscription Services shall also specifically include storage, Support Services, and, where applicable, Access to the Master Server.

**"Master Server"** means the Calabrio controlled server on which the Cloud Based Services are installed for user authentication and authorization, storage of encryption keys by Customer, and centralized policy management.

**"Public Cloud"** means computing services offered over the public Internet.

### 2 SUBSCRIPTION TO CLOUD SUBSCRIPTION SERVICES.

**2.1 Subscription.** Subject to the terms contained in the Master Agreement, including the Restrictions section set forth in 3.1 of the Agreement, Calabrio hereby grants to Customer, solely during the Subscription Term of any Quote, and Customer accepts solely for its internal business purposes, a worldwide, non-exclusive, non-transferrable, non-sub-licensable right to Access, use, run, and have run on a subscription basis the Cloud Subscription Services identified on an applicable Quote(the "Subscription").

**2.2 Transmission of Data.** Customer is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to access the Public Cloud and to utilize the Cloud Subscription Services. Customer expressly consents to Calabrio's interception and storage of electronic communications and/or Customer Data as needed to provide the Cloud Subscription Services hereunder, and Customer acknowledges and understands that Customer's electronic communications will involve transmission over the Internet, and over various networks, only a small part of which may be owned and/or operated by Calabrio.

**2.3 Delivery.** Delivery is deemed to have occurred when Customer receives the URL and sign on credentials to the Cloud Subscription Services from Calabrio.

**2.4 Support Services.** Support Services related to the Cloud Subscription Services is included within any applicable Subscription fees during the Subscription Term. Calabrio maintains an online portal, the "Customer Success Center," where Customer may obtain the most recent version of the Support Services Policy. Calabrio shall provide Support Services in accordance with the terms contained in its then-current Support Services Policy.

**2.5 Customer Data.** Customer acknowledges that Calabrio does not monitor the content of information collected, transmitted, or stored during Customer's Access to and use of the Cloud Subscription Services. Calabrio shall not be responsible or liable for the content of any such collection, transmission, or storage of information and Customer assumes sole responsibility for the quality and content of all such Customer Data. Customer shall use the Cloud Subscription Services solely for its authorized and legal purposes, consistent with all applicable laws and regulations. Calabrio shall not be liable for Customer's noncompliance with applicable laws and regulations, nor shall Calabrio be deemed liable or responsible for any Customer Data exported to Customer's internal storage facilities following any export of such Customer Data outside of the Cloud Subscription Services.



**2.6 Connections over the Internet.** Customer acknowledges that use of or connection to the Internet provides the opportunity for third parties to circumvent security precautions and illegally gain access to the Cloud Subscription Services. Calabrio does not and cannot guarantee the privacy, authenticity, or security of any information so transmitted over or stored in any system connected to the Internet. The foregoing does not relieve Calabrio of applying the security standards, policies, and controls described in Exhibit C ("Information Security").

**2.7 Hosting Services.** Customer acknowledges and agrees that Calabrio may use an external third party service provider for all or any portion of hosting services required for use of the Cloud Subscription Services.

**2.8 Additional Survival Terms.** In addition to the Survival terms in Section 7.4 of the Master Agreement, the parties agree that Sections 3.2 and 4.1 will survive any termination or expiration of the Master Agreement.

### **3 SUSPENSION AND TERMINATION**

**3.1 Suspension of Cloud Subscription Services.** Calabrio may, without liability, suspend the Cloud Subscription Services with or without notice to some or all of Customer's Authorized Users: (i) following a possible or actual cyber security breach on Calabrio; (ii) if required by a governmental or regulatory agency; (iii) if an Authorized User is using a device that is defective or illegal; (iv) if an Authorized User is using a device that is causing technical or other problems to Calabrio's environment; or (v) if Calabrio reasonably believes Customer is using the Cloud Subscription Services for an illegal or unauthorized purpose.

**3.2 Customer Data Post-Expiration or Termination.** Following expiration or termination of the Subscription Term, Customer Data will no longer be stored or accessible, except as specified herein. Customer should download or export all Customer Data prior to expiration or termination of the Subscription Term. Customer will be provided fifteen (15) days following expiration or termination of the Subscription Term to download or export any remaining Customer Data. Following such fifteen (15) day period, Calabrio will delete or destroy all copies of Customer Data in Calabrio's possession or control. For the avoidance of doubt, this includes ensuring Customer's instance of the Cloud Subscription Services is fully decommissioned. Notwithstanding the foregoing, Customer understands that Calabrio may be required to maintain an archival record for a duration of time to comply with applicable laws, regulations, and internal policies.

### **4 TITLE**

**4.1 Title.** Calabrio retains sole and exclusive right, title, and interest in and to the Products and Documentation, including any services associated with the Products. Customer hereby provides Calabrio with a perpetual, non-cancelable, worldwide, non-exclusive right to use any data arising from the Customer's use of the Products, for any legitimate business purpose, provided that Calabrio shall comply with any and all legal restrictions governing the use and disclosure of such information. Except for the rights identified in this Master Agreement, Customer shall have no rights or interest in or to the Products. All right, title, and interest in and to any copyright, trademark, or other proprietary right relating to the Products and any related logos or product names are retained by Calabrio. Customer shall not obscure, alter, or modify any copyright, trademark, or other proprietary rights on the Products or Documentation. No implied rights or licenses are granted to Customer.

### **5 UPTIME COMMITMENT**

**5.1 Uptime Availability.** The Master Server will be available 99.9% of the time as measured on a monthly basis ("Uptime Availability"), excluding routine maintenance; reasonable downtime of Calabrio systems; reasonable downtime due to any interruption, termination, or failed operation of: (i) the Internet, (ii) any private intranet, (iii)

third party telecommunication services; and force majeure events. If Calabrio is not in compliance with this obligation in any 30-day period during the Term of this Master Agreement, Customer can request credits in the amounts set forth below for the applicable month.

<b>Uptime Availability</b>	<b>Credit to Customer</b>
Less than 99.9% but greater than 99.7%	5% of the Monthly Fee
Less than 99.7% but greater than 99.4%	10% of the Monthly Fee
Less than 99.4% but greater than 99.1%	20% of the Monthly Fee
99.1% or less	30% of the Monthly Fee

**5.2 Uptime Failures.** If there are three (3) consecutive monthly Uptime Availability failures, in addition to the credits, Customer shall have the right to terminate the Service and shall not be liable for any payments that were first invoiceable after the termination date. Such termination right must be exercised, if at all, by providing written notification to Calabrio within thirty days from the end of the third consecutive month in which a failure has occurred, and the notification shall provide a termination date no later than ninety (90) days after the date of the notice. With the exception of Customer's right to terminate the Service as described in the foregoing sentence, the credits referenced herein are Customer's sole and exclusive remedy for failure to maintain the Uptime Availability standards.

## EXHIBIT B LICENSED SOFTWARE

### 1 DEFINITIONS

**“Licensed Software”** means the Software made available to Customer as on-premise Products as identified on a Quote.

**“Support”** means (i) Support Services provided by Calabrio to Customer to ensure the Licensed Software operates in material conformity with the Documentation and (ii) the provision of any Updates to the Licensed Software, which are covered under the then-current version of the Support Services Policy. Maintenance specifically excludes any Professional Services.

**“Updates”** means a new version of the Licensed Software, if and when developed after the effective date of the Quote, which Calabrio makes generally available to its customers under a current Support Term as identified in Exhibit E (“Licensed Software Commercial Terms”). For the avoidance of doubt, Updates also includes bug fixes, patches, error corrections, minor and major releases, platform changes, or modifications or revisions that enhance performance of the Licensed Software. Updates do not include new products, modules, or functionalities for which Calabrio generally charges as a separate or additional Fee.

### 2 SOFTWARE LICENSE

**2.1 License Grant.** Subject to the terms and conditions contained in this Master Agreement, including the Restrictions section set forth in 3.1 of the Agreement, Calabrio hereby grants to Customer a perpetual, non-transferable, non-sub-licensable, non-exclusive license to install, execute, use, test, and perform the Licensed Software in object code form only (the “Software License”). The Software License may only be used or accessed with the number of physical devices or Authorized Users for which Customer is licensed as set forth in the Quote. Customer may create a mirror image of the Licensed Software and accompanying Documentation for testing, backup, and archival purposes only, provided that the original and each copy remain in Customer’s possession and that such installation and use of the Licensed Software is not in excess of Customer’s authorized use.

**2.2 Transfers.** Customer may transfer the Licensed Software to a different physical device within its organization, provided the previously licensed device shall not retain any copies (including copies stored in computer memory). If Customer maintains parallel operations during the transfer of the Licensed Software, Calabrio will not assess additional charges for the timeframe reasonably necessary to complete the transfer as long as the parallel operations do not exceed a duration of sixty (60) days, or other timeframe reasonably agreed to in writing by the parties in advance of the transfer.

**2.3 Delivery.** Calabrio will electronically deliver the Licensed Software to Customer. Customer will ensure Calabrio has appropriate recipient information via the Quote.

**2.4 Additional Survival Terms.** In addition to the Survival terms in Section 7.4 of the Master Agreement, the parties agree that Sections 2.1 and 2.2 will survive any termination or expiration of the Master Agreement.

### 3 SUPPORT

**3.1 Scope.** Calabrio is not obligated to provide Support with respect to: (i) anything other than supported Licensed Software; (ii) a release for which Support has been discontinued; (iii) any applicable pre-releases to the Licensed Software; (iv) Customer’s use of the Licensed Software other than in accordance with the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Licensed Software, such as minor

bugs; (vi) errors or malfunctions caused by Customer's failure to comply with any Documentation provided by Calabrio; (vii) errors or malfunctions caused by Customer's failure to use an updated version of the Licensed Software when Calabrio has reached out to company regarding new releases, new versions, or information regarding the end-of-life or end-of-support of any version of the Licensed Software; or (viii) errors or malfunctions caused by systems or programs that are not supported by Calabrio or the Licensed Software. Any Updates provided to Customer via Support include subsequent releases to the standard Licensed Software. Calabrio reserves the right to charge for any reintegration work required to make the Licensed Software compatible with future versions and releases of the Licensed Software.

**3.2 Customer Responsibilities.** Any errors discovered by Customer must be submitted to Calabrio pursuant to the then-current Support Services Policy, accessible via a customer portal. If an error was corrected or is not present in a more current version of the Licensed Software, then Calabrio shall have no obligation to correct such error(s) in prior versions. Customer shall ensure all Authorized Users are properly trained to enable effective use of the Licensed Software.

## EXHIBIT C INFORMATION SECURITY

### 1. SCOPE

The Calabrio Information Security Program is built on the premise that Calabrio and Customer each have specific obligations with respect to information security policies and controls relating to the Cloud Subscription Services throughout the lifecycle of the relationship (the "Shared Responsibility Model"). This Exhibit for Information Security (the "Security Addendum") provides an overview of the roles and responsibilities of Calabrio and Customer under the Shared Responsibility Model. Cloud Subscription Services

### 2. DEFINITIONS

The following definitions shall apply with respect to this Security Addendum:

**"Certifications"** means the certificates and reports resulting from Calabrio's third party audits, currently including its ISO 27001 certificate, SSAE 16 SOC 2 Type 2 audit report, and PCI-DSS Attestation of Compliance, but which may include any certification programs serving as a successor to any of the foregoing or that Calabrio deems necessary as part of its Information Security Program.

**"Data Security Breach"** means a breach of security affecting Customer leading to the confirmed unauthorized disclosure, use, or access of or to any Customer Data that is specifically protected under privacy laws applicable to Customer based on the location where Customer accesses the Cloud Subscription Services.

**"Information Assets"** means information and data in any form, whether physical, digital, or electronic, as well as any systems and equipment that process information and data, such as laptops, workstations, servers, network devices, Cloud Subscription Services, storage devices, and other computing and infrastructure equipment.

**"Information Security Program"** means the program maintained by a party including policies, processes, standards, and controls relating to maintaining the confidentiality, availability, and integrity of Information Assets.

### 3. CUSTOMER RESPONSIBILITIES

**3.1 General.** Customer represents and warrants that it has implemented, and will maintain for the duration of the Master Agreement, an Information Security Program designed to protect Information Assets. Such Information Security Program shall include applicable training programs for securely handling the classifications of data commonly used by Customer while using the Products. Customer's Information Security Program shall be inclusive of physical security standards conforming to industry standards such as the current versions of the NIST Cyber Security Framework and NIST 800-53. Customer assumes full responsibility for ensuring its login information, including the User ID and password, are maintained in a secure manner. Calabrio shall not be responsible for any compromise of the identity of an individual or the Customer's instance of the Products for unless there is a flaw in the code or the system itself. Customer shall be solely responsible for its operation of the Products in a secure manner.

**3.2 Customer Security Obligations.** Customer shall assume sole responsibility for implementing enterprise-wide security standards and expectations for its Authorized Users, including through security controls related to availability and stability of its enterprise and all computing technology and infrastructure contained therein. Customer shall assume sole responsibility for compliance with all applicable laws and regulations relating to its contact center, including privacy laws relating to the information it collects, transmits, or processes while using the Products.

**3.3 Registration of Users.** Customer agrees that each Authorized User of the Products shall register and select a username and password (the "User ID"). Customer shall adhere to its internal password policies, including by ensuring Authorized Users utilize strong passwords and adhere to Customer single sign-on or multi-factor authentication policies or procedures. Customer shall provide accurate and complete registration information and will update its registration information as often as necessary to ensure it is current. Customer shall not: (a) select or use a User ID that derives from the identification of another person with the intent to impersonate that person or (b) use as a User ID a name subject to the rights of another person other than such Authorized User without appropriate authorization. For the avoidance of doubt, Customer acknowledges that the creation of User IDs by its Authorized Users are the sole responsibility of Customer and will not conflict with any applicable laws.

**3.4 Customer Responsibilities for Protected Information.** If Customer takes an action that results in the Cloud Subscription Services creating a backup containing Sensitive Authentication Data as defined in "Section 4 of Version 3.0 of the Information Supplement: Protecting Telephone-Based Payment Card Data" published by the PCI Security Standards Council, then Customer shall be responsible for ensuring compliance with all applicable laws and regulations related to the collection and use of such data, specifically including but not limited to, compliance with all standards relating to PCI-DSS. For the avoidance of doubt, Customer is solely responsible for ensuring all controls are implemented and maintained within the Cloud Subscription Services in order to comply with PCI requirements.

## **4 CALABRIO RESPONSIBILITIES**

**4.1 General.** Calabrio represents and warrants that it has implemented, and will maintain for the duration of the Master Agreement, an Information Security Program designed to protect Information Assets. Calabrio will use commercially reasonable efforts to provide reliable and secure systems operated by or on behalf of Calabrio for the processing of the data and information covered in the Master Agreement. Calabrio's Information Security Program will include ensuring availability and stability of the Cloud Subscription Services in connection with the uptime availability standard described in Exhibit A ("Cloud Subscription Services"). Calabrio shall also be responsible for the security of the Cloud Subscription Services application suite infrastructure, including web servers, application servers, database servers, and logical networks. Calabrio maintains responsibility for the physical security of its office locations and environments.

**4.2 Certifications.** Calabrio will operate in material accordance with its security controls, as evidenced by the Certifications resulting from external audits of its Information Security Program. Customer understands that, given pervasive changes to industry standard security standards, Calabrio may change its security control framework between audit periods with or without notice to Customer.

**4.3 Incident Response.** In the event Calabrio reasonably suspects a Data Security Breach to have occurred, Calabrio will conduct a reasonable investigation of the incident surrounding such suspected event in accordance with Calabrio policies. Calabrio will notify Customer as soon as reasonably practicable, and in all cases in adherence to applicable laws, of any confirmed Data Security Breach affecting Customer. Notifications will be provided in any manner prescribed by applicable laws.

**4.4 Encryption Practices.** The Cloud Subscription Services use industry recognized algorithms to encrypt Customer Data in transit and at rest, including backups prepared using Cloud Subscription Services. Only Customer can decrypt and view unencrypted Customer Data, unless Customer specifically provides a third party with Customer's credentials.

**4.5 DISCLAIMER.** CALABRIO IS NOT RESPONSIBLE FOR (I) ANY REDACTION SERVICES, (II) ANY POSITIVE IDENTIFICATION OF PROTECTED INFORMATION, OR (III) PROACTIVELY PROTECTING CUSTOMER OR PROTECTED

DATA UNDER ANY CIRCUMSTANCES EXCEPT AS SPECIFICALLY STATED IN CERTIFICATIONS. IF ANY SUCH DATA IS DISCOVERED IN THE CLOUD SUBSCRIPTION SERVICES, CUSTOMER SHALL TAKE ACTION TO ENSURE SUCH DATA IS PURGED FROM THE SYSTEM IN 72 HOURS AND IF IT IS NOT PURGED IN THAT TIMEFRAME, CALABRIO WILL IMMEDIATELY PURGE IT FOR THE CUSTOMER.

## **5. HOSTING PROVIDER RESPONSIBILITIES**

**5.1 Hosting Services.** Calabrio may utilize a third-party hosting provider for the provisioning of its Cloud Subscription Services (the "Hosting Provider"). In such circumstances, Calabrio will continuously monitor the Hosting Provider, including via reviews of any security-related certifications currently held by the Hosting Provider. As between Calabrio and Customer, Calabrio shall not assume liability for any acts or omissions of its Hosting Provider. The Hosting Provider, and not Calabrio, shall be responsible for: (i) the availability and stability of the underlying physical computing infrastructure, (ii) the security of its underlying data centers, physical servers, and network infrastructure, and (iii) the physical security of the hosting locations. Hosting Provider administrators do not have access to the virtual servers or the Cloud Subscription Services applications or databases. Hosting Provider administrators may have access to the underlying physical servers and infrastructure. Calabrio shall not be responsible for any services provided by Hosting Provider as a courtesy or an add-on to a current offering of Customer, including without limitation services relating to storage and transfer of data.

## **6 CONNECTIONS TO THE INTERNET**

**6.1 Information Collected via the Internet.** The Cloud Subscription Services may automatically use the internet to search for updates, including bug fixes and security updates. Such updates may be installed automatically. The Cloud Subscription Services may communicate electronically with Calabrio customer devices to verify the status of any Cloud Subscription Services and confirm authorized permitted use. Devices on which Cloud Subscription Services have been installed may be tracked by Calabrio (such as via Internet Protocol address) to identify the device's location.

## EXHIBIT D

### CLOUD SUBSCRIPTION SERVICES COMMERCIAL TERMS

The parties agree that this Exhibit for Cloud Subscription Services Commercial Terms (the "Exhibit") shall serve as an Exhibit appended to the Quote and contains the terms required and agreed upon by the parties related to the commercial terms of the relationship. This Exhibit and the Quote shall be deemed to be a part of the Master Agreement entered into and agreed by Customer and Calabrio. Any capitalized terms referenced herein but not defined shall have the meaning ascribed to them in the Master Agreement.

#### 1 PAYMENT

**1.1 Fees.** Calabrio will send the initial invoice upon commencement of the Initial Subscription Term in accordance with the invoice events defined in the Quote. Customer agrees to pay all undisputed invoices within thirty (30) days of the date of the invoice. All Fees will be invoiced to Customer and will be payable in the currency used on the Quote. The monthly minimum commitment described in the Quote may not be decreased during the Initial Subscription Term or during any Renewal Subscription Term. The parties agree that Fees paid are non-refundable and, once placed, Quotes are non-cancelable. In the event of any nonpayment or late payment by Customer, Calabrio shall be entitled to, without liability, suspend the Cloud Subscription Services if any fees owed under this Master Agreement are thirty (30) days past due. Calabrio must provide Customer at least five (5) days written notice of its intent to suspend the services in connection with this right.

**1.2 Past Due Payment.** In the event Customer does not pay undisputed invoices the due date then, without limiting Calabrio's rights or remedies, Calabrio may charge interest at the lesser of one-and-a-half percent (1 ½%) or the maximum rate permitted by law.

**1.3 Price Increases.** Calabrio may increase Fees once per calendar year by an amount not to exceed seven percent (7%) of the price from the previous year, provided that each such increase will be effective on the Anniversary Date of the applicable term. The "Anniversary Date" shall be the anniversary date of the commencement of the Initial Subscription Term.

**1.4 Burst Fees.** "Burst" or "Bursting" means Customer's use of the Cloud Subscription Services in excess of the monthly minimum commitment of the number of Authorized Users described on the Quote. Pricing for Bursting is identified on the Quote and is invoiced monthly in arrears. Customer will pay undisputed Fees for Bursting within thirty (30) days of the date of the invoice.

**1.5 Storage Fees.** Customer will be billed monthly in arrears for any applicable storage costs, the costs of which are identified on the Quote.

**1.6 Disputed Invoices.** Customer shall provide Calabrio with detailed written notification within thirty (30) days following the date of the invoice if Customer reasonably disputed the Fees detailed in any such invoice. Calabrio will not exercise any applicable suspension rights if Customer, acting in good faith, disputes an invoice and is working with Calabrio on a resolution. Customer's failure to provide Calabrio with written notice of any disputed invoiced amounts within the timeframe described herein shall be deemed Customer's acceptance of the content of such invoice.

**1.7 Taxes.** Company shall be responsible for the payment of all applicable taxes, customs fees, and duties that are properly due and payable (excluding those on Calabrio's net income) related to the Cloud Subscription Services, Professional Services, and any other related services purchased by Customer and performed by Calabrio, unless



Customer provides Calabrio, prior to delivery of the Cloud Subscription Services, with a valid tax exemption certificate or other written documentation evidencing Calabrio's tax exemption status.

## **2 SUBSCRIPTION TERM**

**2.1 Initial Subscription Term.** The Initial Subscription Term for a Quote will commence upon Go-Live and will continue for a period of three (3) years (the "Initial Subscription Term"). For purposes of this Agreement, "Go-Live" is defined as the mutually agreed upon date on which the Cloud Services are made available to Customer within the hosting environment, as evidenced within a tenant request form.

**2.2 Renewal.** The Initial Subscription Term for each Quote will automatically renew for subsequent periods equal in duration to the Initial Subscription Term (each, a "Renewal Subscription Term" and, collectively, the "Subscription Term") unless a party provides written notice to the other party at least sixty (60) days prior to the end of the Initial Subscription Term or any subsequent Renewal Subscription Term. Calabrio reserves the right, at the expiration of the Initial Subscription Term or any Renewal Subscription Term for an applicable Quote, to match such Subscription Term with the Subscription Term of any additional Quotes Customer has signed for additional Cloud Services.

## EXHIBIT E

### LICENSED SOFTWARE COMMERCIAL TERMS

The parties agree that this Exhibit for Licensed Software Commercial Terms (the "Exhibit") shall serve as an exhibit appended to the Quote and contains the terms required and agreed upon by the parties related to the commercial terms of the relationship. This Exhibit and the Quote shall be deemed to be a part of the Master Agreement entered into and agreed by Customer and Calabrio. Any capitalized terms referenced herein but not defined shall have the meaning ascribed to them in the Master Agreement.

#### 1 PAYMENT

**1.1 Fees.** Immediately following the receipt of a signed Quote, Customer will issue a written purchase order ("Purchase Order") to Calabrio for the amount indicated on the Quote. Calabrio will not deliver any Licensed Software to Customer until receipt of a Purchase Order. Purchase Orders shall be sent to the attention of Calabrio's accounts receivable department, as indicated on the Quote. All Purchase Orders shall, at a minimum, describe the deliverables and the purchase price. Calabrio will invoice Customer for the Licensed Software and the Support upon receipt of a valid Purchase Order in accordance with the invoice events defined in the Quote. Customer agrees to pay all undisputed invoices within thirty (30) days of the date of the invoice. All Fees will be invoiced to Customer and will be payable in the currency used on the Quote. The parties agree that Fees paid are non-refundable and, once placed, Quotes are non-cancelable.

**1.2 Overdue Payment.** In the event Customer does not pay undisputed Fees by the due date then, without limiting Calabrio's rights or remedies, Calabrio may charge interest at the lesser of one-and-a-half percent (1 ½%) per month or the maximum rate permitted by law.

**1.3 Price Increases.** Calabrio may increase Fees once per calendar year by an amount not to exceed seven percent (7%) of the price from the previous year, provided that each such increase will be effective on the Anniversary Date of the applicable term. The "Anniversary Date" shall be the anniversary date of the commencement of the Initial Support Term.

**1.4 Disputed Invoices.** Customer shall provide Calabrio with detailed written notification within thirty (30) days following the date of the invoice if Customer reasonably disputed the Fees detailed in any such invoice. Calabrio will not exercise any applicable suspension rights if Customer, acting in good faith, disputes an invoice and is working with Calabrio on a resolution. Customer's failure to provide Calabrio with written notice of any disputed invoiced amounts within the timeframe described herein shall be deemed Customer's acceptance of the content of such invoice.

**1.5 Taxes.** Company shall be responsible for the payment of all applicable taxes, customs fees, and duties that are properly due and payable (excluding those on Calabrio's net income) related to the Licensed Software, Support Services, Professional Services, and any other related services purchased by Customer and performed by Calabrio, unless Customer provides Calabrio, prior to delivery of the Licensed Software, with a valid tax exemption certificate or other written documentation evidencing Calabrio's tax exemption status.

#### 2 SUPPORT TERM

**2.1 Initial Support Term.** The Initial Support Term for a Quote will commence on signature of the Quote and will continue for a period of three (3) years (the "Initial Support Term").

**2.2 Renewal.** The Initial Support Term for each Quote will automatically renew for subsequent periods equal in duration to the Initial Support Term (each, a “Renewal Support Term” and, collectively, the “Support Term”) unless a party provides written notice to the other party at least sixty (60) days prior to the end of the Initial Support Term or any subsequent Renewal Support Term. Calabrio reserves the right, at the expiration of the Initial Support Term or any Renewal Support Term for an applicable Quote, to match such Support Term with the Support Term of any additional Quotes Customer has signed for additional Software licenses.

## **EXHIBIT F**

### **DATA PROCESSING ADDENDUM**

This Data Processing Addendum, including its Schedules and Appendices (the “DPA”) is incorporated into and forms part of the Master Solutions Agreement between Calabrio and Customer (the “Agreement”) for the purchase of Calabrio Workforce Engagement solutions and services, including the Services listed in the Appendix 1 of the Standard Contractual Clauses of this DPA. This DPA applies to all Personal Data processed by or accessible to Calabrio (including its Affiliates) and its Sub-processors in connection with the provision of the Services under the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

By signing the Agreement, Customer enters into this DPA on behalf of itself, its Authorized Users, and, to the extent required under the Data Protection Laws, in the name and on behalf of its authorized Affiliates. The scope of this DPA will cover all of Customer’s authorized Affiliates who act as a Controller under the Agreement.

#### **Customer Privacy Contact:**

**Calabrio Privacy Contact:** [Privacy@Calabrio.com](mailto:Privacy@Calabrio.com), with a copy to [Legal@Calabrio.com](mailto:Legal@Calabrio.com)

## **1 DEFINITIONS**

**“Affiliate”** means any entity firm, partnership, corporation, or other legal entity controlling, controlled by, or under common control with a party to this DPA or the Agreement, where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares or other securities or rights entitled to vote for the election of directors or other governing authority.

**“Business Purpose”** shall have the meaning given to such term under the CCPA.

**“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et. Seq.*, and its implementing regulations.

**“Controller”** means the entity which determines the purpose(s) and means of the Processing of Personal Data. For purposes of this DPA, Customer is the Controller.

**“Customer Data”** means any electronic data and information submitted, stored, or backed up by Customer during Customer’s use of the Services.

**“Data Protection Laws”** means all laws and regulations applicable to the Processing of Personal Data under the Agreement, of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States.

**“Data Security Breach”** means a breach of Calabrio’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by Calabrio.

**“Data Subject”** means the identified or identifiable person to whom Personal Data relates.

**“GDPR”** means the General Data Protection Regulation, specifically Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the movement of such data.

**“Personal Data”** means any information as described in the applicable Data Protection Laws related to (i) an identified or identifiable natural person and (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under the applicable Data Protection Laws), where for each (i) or (ii), such Personal Data is Customer Data.

**“Processing”** means any actions as described in the applicable Data Protection Laws that are performed on Personal Data, including actions that may be taken automatically. Processing includes, without limitation, collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, disseminating, erasing, or destroying such Personal Data.

**“Processor”** means the entity Processing Personal Data on behalf of the Controller under the applicable Data Protection Laws, including, if applicable any “service provider” as defined in the CCPA. For purposes of this DPA, Calabrio is the Processor.

**“Standard Contractual Clauses”** or **“SCCs”** means the agreement between Calabrio and Customer, attached hereto as Schedule 3 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of Personal Data to Processors established in third countries which do not ensure an adequate level of data protection.

**“Sub-processor”** means any Processor engaged by Calabrio during its performance of the Services.

**“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

## 2 SCOPE

**2.1 Scope and Roles.** This DPA applies solely when Personal Data is Processed by Calabrio and governs each party’s obligations with respect to the Processing. The parties each agree to comply with their respective obligations related to the Processing of Personal Data as described in the Agreement, this DPA, and all applicable Data Protection Laws. For purposes of this DPA, Calabrio is the “Processor” and Customer is the “Controller” of Personal Data.

### 3 DATA PROCESSING

**3.1 Calabrio's Processing of Personal Data.** Customer hereby appoints Calabrio to Process Personal Data on behalf of Customer only as necessary for Calabrio to provide the Products and Services under the Agreement. Calabrio will Process Personal Data in accordance with Customer's detailed written instructions and solely for the following purposes: (a) Processing in accordance with the Agreement and all applicable Quotes and Statements of Work; (b) Processing initiated by Authorized Users during use of the Products; and (c) Processing to comply with other documented instructions by Customer where such instructions are consistent with the terms and purposes of the Agreement (the "Documented Instructions"). Additional instructions outside the scope or changing the scope of the Documented Instructions (if any) require prior written agreement between Calabrio and Customer, including any additional fees that may be charged by Calabrio to carry out such instructions (the "Additional Instructions"). Customer is entitled to terminate this DPA and the Agreement if Calabrio declines to follow Additional Instructions reasonably requested by the Customer. Calabrio may Process Personal Data other than on the Documented and/or Additional Instructions if it is required to do so under applicable laws to which Calabrio is subject.

**3.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Products and Services, Process Personal Data in accordance with the requirements of the applicable Data Protection Laws, including any applicable requirements to provide notice to Data Subjects of Customer's use of Calabrio as a Processor. Customer is responsible for ensuring all Documented Instructions and Additional Instructions related to Calabrio's Processing of Personal Data comply with the applicable Data Protection Laws and, as between Calabrio and Customer, Calabrio shall not assume liability for legality of Customer's Documented Instructions and Additional Instructions. Customer specifically represents and warrants that its use of the Products and Services will not violate the rights of any Data Subject that has opted out from sales, services or other disclosures of Personal Data, to the extent applicable under the CCPA. Calabrio will promptly inform Customer if, in Calabrio's opinion, any Documented Instructions or Additional Instructions infringe or violate any applicable Data Protection Laws. If Calabrio believes that any Documented Instructions or Additional Instructions received by it from Customer are likely to infringe the Data Protection Laws it shall promptly notify Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

**3.3 Description of the Processing.** The subject matter of the Processing by Calabrio is the performance of the Services described in the Agreement. The duration of the Processing, the nature and scope of Processing, the types of Personal Data involved in the Processing, and the

categories of Data Subjects whose information is Processed under this DPA are described in Schedule 1 "Description of the Processing" of this DPA.

**3.4 Compliance with Data Protection Laws.** Each party shall comply with its respective obligations under the Data Protection Laws in respect of the Personal Data it Processes in connection with this DPA and the Agreement and shall not do, cause, or permit to be done anything which may cause or otherwise result in a breach by the other party of applicable Data Protection Laws.

**3.5 Confidentiality of Customer Data.** All Personal Data will be treated by Calabrio as Confidential Information. Calabrio will not access, use, or disclose to any third party, any Personal Data of Customer except, in each case, as is necessary to maintain or provide the Products or Services, or as necessary to comply with applicable laws or valid and binding orders of governmental bodies (such as a subpoena or court order). In the event a governmental body sends Calabrio a demand for Personal Data of Customer or other Confidential Information of Customer, Calabrio will use best efforts to redirect the governmental body to request the information directly from Customer, which will require Calabrio to provide the governmental body with basic contact information of Customer. Calabrio will not disclose any Personal Data or Confidential Information of Customer to governmental bodies without first, to the extent legally permitted, providing notification to Customer to allow Customer an opportunity to seek a protective order or other appropriate remedy. If the Standard Contractual Clauses apply to Customer, nothing contained in this Section shall serve to conflict with or modify any applicable portion of the Standard Contractual Clauses.

**3.6 Security Measures.** Calabrio has implemented and will maintain for the duration of the Processing appropriate technical and organizational measures to ensure protection against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data (the "Security Measures"). The Security Measures shall be appropriate to the harm that may result from unauthorized or unlawful processing, or accidental loss or destruction of, or damage to and the nature of the Personal Data to be protected. Calabrio will ensure that all personnel engaged in the Processing of Personal Data are bound by appropriate contractual obligations, including relevant obligations regarding confidentiality, data protection, and data security and have received training under the applicable Data Protection Laws, specifically including training related to obligations under the GDPR and the CCPA. For the avoidance of doubt, the Security Measures implemented and maintained by Calabrio are contained in the Supplement for Information Security.

## **4 DATA SUBJECT RIGHTS**

**4.1 Data Subject Requests.** Calabrio will, to the extent legally permitted, notify Customer as soon as reasonably practicable, but in all circumstances in accordance with timelines required by the applicable Data Protection Laws, if Calabrio receives a request from a Data Subject to exercise the Data Subject's rights of access, rectification, restriction of Processing, erasure, data portability, or objection to the Processing, or its right to not be subject to an automated individual decision-making, each such request being a "Data Subject Request."

**4.2 Assistance with Data Subject Requests.** Calabrio shall ensure the Products and Services permit Customer to comply with Data Subject Requests and shall ensure all applicable Documentation clearly describes mechanisms for Customer to attain such compliance. Taking into account the nature of the Processing, Calabrio shall assist in Customer's fulfillment of Customer's obligation to respond to a Data Subject Request under the applicable Data Protection Laws. In the event Customer does not have the ability to address a Data Subject Request through Customer's use of the Services, Calabrio will, upon Customer's request and Documented Instructions, use commercially reasonable efforts to assist with the response to a Data Subject Request. Customer bears all responsibility for any additional costs arising from Calabrio's provision of assistance that falls outside the scope of Calabrio's standard policy for Support Services. .

## **5 GDPR-Specific Provisions**

The Processing terms and conditions contained in this Section 5 are applicable in all instances where Customer is located within the European Economic Area ("EEA") or Processes Personal Data of data subjects who are located within the EEA.

### **5.1 USE OF SUB-PROCESSORS**

**5.1.1 Appointment of Sub-processors.** Calabrio may appoint third parties to Process Personal Data on its behalf but shall only use and appoint Sub-processors as described in this DPA or as updated by Calabrio as part of a customer trust center from time to time, provided that all such updates must follow the notification process described in Section 5.1.2. Customer specifically acknowledges and agrees that Calabrio's Affiliates will be retained as Sub-processors and that Calabrio and Calabrio's Affiliates may engage Sub-processors in connection with Calabrio's provision of the Products and Services. With respect to each appointed Sub-processor, Calabrio and Calabrio's Affiliates shall enter into a written agreement including data protection obligations that are no less restrictive than those contained in this DPA with respect to the protection of Personal Data of Customer to the extent applicable to the nature of services provided by such Sub-processor.

**5.1.2 Current Sub-processors and Notice of New Sub-processors.** Calabrio's current Sub-processors are listed in Schedule 2, "List of Current Sub-processors." Calabrio shall provide notice to Customer of any additional Sub-processors appointed by Calabrio, provided that notice shall be provided in advance of Sub-processor performing Processing activities in connection with the Products and Services. The parties expressly agree that notice may be made via email or other electronic transmission, via Calabrio posting updates to an online portal to which Customer has access, or via a subscription mechanism whereby Customer would be responsible to ensure it has subscribed to updates.

**5.1.3 Requirements for Appointment of Sub-processors.** Calabrio agrees that, in all circumstances prior to appointing a new Sub-processor, Customer shall have an opportunity to object to the appointment of such Sub-processor, provided that such objection must be delivered to Calabrio in writing within twenty (20) business days of Customer's receipt of a notice of appointment. For the purposes of this Section 5.1.3, Customer is deemed to have received notice of appointment on the day that notice has been provided in any manner described in Section 5.1.2 above. In the event Customer objects to the appointment of a Sub-processor, Calabrio will use reasonable efforts to provide an alternative to continue Processing without using such Sub-processor. If an alternative cannot be provided within a reasonable period of time, not to exceed twenty (20) business days, Customer may terminate the applicable Quote(s), orders, or other documents used for purchasing with respect to only those services that cannot be provided by Calabrio without the use of the Sub-processor giving rise to the objection by delivering written notice to Calabrio. Calabrio will refund any prepaid fees covering the remainder of the term of such Quote(s) following the effective date of the termination with respect to such terminated Products and Services. Calabrio will not impose termination fees or penalties in the event Customer terminates pursuant to this Section.

**5.1.4 Liability for Sub-Processors.** Calabrio shall remain liable to Customer for the acts and omissions of its Sub-Processors and other subsequent third-party processors appointed by it to the same extent as though Calabrio were performing the services of each Sub-processor directly under the terms of this DPA.

## **5.2 AFFILIATES**

**5.2.1 Customer Affiliates.** Calabrio acknowledges and agrees that Personal Data and Customer Data may include personal data where one or more of Customer's Affiliates is the Controller and that Customer may be issuing Documented Instructions or Additional Instructions on their behalf. Subject to the terms of the Agreement, Customer shall be entitled to enforce this DPA on behalf of each such Customer Affiliate and Calabrio shall



be entitled to enforce this DPA against Customer related to Documented Instructions or Additional Instructions provided by Customer on behalf of Customer Affiliates.

**5.2.2 Calabrio Affiliates.** Customer acknowledges and agrees that Calabrio enters into this DPA on behalf of itself and, as applicable, on behalf of Calabrio Affiliates. Each Calabrio Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. Any violation of this DPA by a Calabrio Affiliate shall be deemed a violation by Calabrio. Calabrio shall be responsible for coordinating all Documented Instructions and Additional Instructions among Calabrio and Calabrio Affiliates.

### 5.3 DATA TRANSFERS

**5.3.1 Standard Contractual Clauses.** Any transfer of or access to Personal Data from Customer to Calabrio or Calabrio Affiliates outside the EEA or to any country that is not recognized by the European Commission as providing an adequate level of protection for Personal Data will be transferred or accessed pursuant to the Standard Contractual Clauses, attached hereto as Schedule 3 ("Standard Contractual Clauses"). The Standard Contractual Clauses will not apply to Personal Data or Customer Data that is not transferred or accessed outside the EEA or to any country that is recognized by the European Commission as providing an adequate level of protection for Personal Data. Customer shall sign the signature blocks within Schedule 3 to ensure applicability of the Standard Contractual Clauses. By signing this DPA and the Standard Contractual Clauses, Customer agrees to Personal Data and Customer Data being processed outside the EEA. Customer (for itself and on behalf of Customer Affiliates (if applicable)) grants Calabrio and Calabrio Affiliates the authority to enter into Standard Contractual Clauses with Sub-processors for and on behalf of Customer (or a Customer Affiliate).

**5.3.2 Amendment or Replacement of Standard Contractual Clauses.** In the event the Standard Contractual Clauses are amended or repealed, the parties will work together in good faith to enter into an updated or successor version of the Standard Contractual Clauses or otherwise negotiate a good faith solution to enable the lawful transfer of Personal Data to Calabrio outside of the EEA. Calabrio shall provide reasonable assistance to Customer as is necessary to implement additional safeguards to Standard Contractual Clauses required by a Supervisory Authority.

**5.3.3 Cloud Subscription Services.** The Cloud Subscription Services will be hosted in the EEA for all Customers located in the EEA. Once Customer's tenant is created, Calabrio will not store Personal Data outside of the EEA and will only Process Personal Data outside the EEA as necessary to provide the Products and Services (such as through the

performance of Support Services), or as necessary to comply with laws or binding orders of a governmental entity. In the event the Standard Contractual Clauses apply, nothing in this Section shall serve to modify or alter the Standard Contractual Clauses.

## **5.4 DATA PROTECTION IMPACT ASSESSMENT (“DPIA”)**

**5.4.1 DPIAs.** Upon Customer’s request, Calabrio will reasonably cooperate with Customer to fulfill Customer’s obligation under the GDPR to carry out a DPIA related to Customer’s use of the Products and Services, to the extent Customer does not otherwise have access to the relevant information and to the extent the information is available to Calabrio. Calabrio will provide reasonable assistance to Customer in the cooperation or prior consultation with a Supervisory Authority in the performance of its tasks related to the DPIA, to the extent required under the GDPR.

## **5.5 General Assistance and Audit**

**5.5.1 Assistance with Customer’s Obligations as Controller.** Calabrio shall at Customer’s cost and taking into account the nature of the Processing, provide reasonable cooperation to Customer to allow Customer (or a Customer Affiliate) to comply with its obligations as a Controller and/or to allow Customer to respond to request, complaint, or binding instruction that is received from a Data Subject and/or a Supervisory Authority.

**5.5.2 Proof of Compliance.** Calabrio shall, in accordance with the Data Protection Laws, make available to Customer upon reasonable request such information that is in Calabrio’s possession or control as is necessary to demonstrate Calabrio’s compliance with this DPA (including the referenced Schedules) and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28).

**5.5.3 Audit.** Subject to a maximum of one audit request in any twelve (12) month period, Calabrio shall, at Customer’s cost, allow for and contribute to audits conducted by Customer (or another auditor mandated by Customer) for the purpose set out in Section 5.5.2. Audits by Customer are subject to all the following terms: (i) the audit will be pre-scheduled in writing with Calabrio, at least thirty (30) days in advance; (ii) if required by Calabrio, the auditor will execute a non-disclosure and non-competition undertaking in favor of Calabrio; (iii) the auditor will not have access to non-Customer data; (iv) Customer will make sure that the audit will not interfere with or damage Calabrio’s business activities and information and network systems; (iv) Customer will bear all costs and assume responsibility and liability for the audit; (v) on receipt from the auditor and upon written request from Calabrio, Customer shall provide a copy of the audit report to Calabrio within 15 (fifteen) days of Calabrio’s request; (vi) Customer will keep the

audit results in strict confidentiality and will use them solely for the specific purposes of the audit under this section; and (vii) Customer specifically agrees that the audit obligation is satisfied by Calabrio providing Customer with written attestations, Certifications and summaries of audit reports conducted by accredited third party auditors.

## **6 CCPA-Specific Provisions**

The Processing terms and conditions contained in this Section 6 are applicable in all instances where Customer is located in California or Processing Personal Data of California residents.

### **6.1 CCPA OBLIGATIONS**

**6.1.1 Calabrio CCPA Adherence.** Calabrio agrees that, to the extent Calabrio provides services to Customer whereby it receives or collects Personal Data (as defined in the CCPA) from Customer, then with respect to such Personal Data that Calabrio possesses or controls, Calabrio will not: (a) sell such Personal Data, (b) retain, use, or disclose Personal Data for any purpose other than the specific purpose of providing the Products and performing the Services under the Agreement, or (c) retain, use, or disclose such Personal Data outside of the direct business relationship between Calabrio and Customer. The parties acknowledge and agree that the Personal Data that Customer discloses to Calabrio is provided to Calabrio for a Business Purpose, and Customer does not sell Personal Data to Calabrio in connection with the Agreement.

**6.1.2 Additional Obligations.** Calabrio will not purchase or request to purchase any Personal Data from Customer and will not sell any Personal Data controlled by Calabrio while providing the Products or performing the Services. Calabrio will provide all reasonable assistance to Customer to facilitate Customer's compliance with the CCPA based on the nature of Products and Services provided and the level of access Calabrio has to any such Personal Data.

## **7 DATA SECURITY BREACH**

**7.1 DATA SECURITY BREACHES.** Calabrio shall notify Customer in the event of a confirmed Data Security Breach impacting Personal Data of Customer or Customer Data without undue delay after becoming aware of the Data Security Breach. Calabrio will take all reasonable steps to mitigate the effects and to minimize any damage resulting from the Data Security Breach.

**7.2 Calabrio Assistance.** Calabrio will provide reasonable assistance to Customer related to any data breach notification requirements under the GDPR or any applicable state security breach notification law. In doing so, Calabrio will provide Customer with such information about

the Data Security Breach as Calabrio is reasonably permitted to disclose to Customer, taking into account the nature of the Products and Services, the information available to Calabrio, and any restrictions on disclosing the information, including confidentiality obligations. Calabrio will strive to provide the following details: (i) a detailed description of the Data Security Breach, (ii) the type of Personal Data subject to the Data Security Breach, (iii) the identity of the affected individuals, and (iv) other information that may be reasonably requested by Customer related to the Data Security Breach.

**7.3 Unsuccessful Data Security Breaches.** Customer agrees that an unsuccessful Data Security Breach is not subject to the notice requirements of this DPA. An unsuccessful Data Security Breach is one that results in no unauthorized access to and does not otherwise compromise the security of Customer Data or any of Calabrio's facilities storing Customer Data.

**7.4 Security Incident Handling.** Calabrio shall act without delay in its investigation of Data Security Breaches, successful or unsuccessful, and shall identify, prevent, and mitigate the effects of any such Data Security Breaches, including by carrying out any recovery efforts or other necessary remedies. Calabrio shall not issue, publish, or make available to any third party any press releases or other communications concerning Customer or impacts to Customer related to a Data Security Breach without prior approval from Customer.

## **8 MISCELLANEOUS**

**8.1 Return and Deletion of Customer Data.** The Products and Services provide Customer with controls that permit Customer to retrieve or delete Customer Data as described in the Documentation. Up to the date of termination or expiration of the Agreement, Customer will have an ongoing ability to retrieve or delete Customer Data in accordance with this Section. Within thirty (30) days from the termination or expiration of the Agreement (unless a longer period is agreed in writing by the parties), Calabrio will (a) cease all Processing of Personal Data; and (b) return to Customer or destroy all Personal Data, except to the extent that Calabrio is required under Data Protection Laws to keep a copy of the Personal Data. For the avoidance of doubt, this requirement to return or delete Personal Data shall not apply to Personal Data which is archived on Calabrio's back-up systems.

**8.2 Order of Precedence.** In the event of a direct conflict between this DPA and the Agreement, the terms of this DPA shall control or govern as related to Personal Data and the applicable Data Protection Laws. To the extent that there is a conflict or inconsistency between this DPA and the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail.

**8.3 Incorporation.** This DPA forms an integral part of the Agreement and is expressly incorporated into the Agreement. Subject to Section 8.2, all terms contained in the Agreement shall be specifically applicable to this DPA.

## **SCHEDULE 1 DESCRIPTION OF THE PROCESSING**

### **Subject matter (general scope) of the Processing**

To provide the Services in connection with the Agreement and any applicable Statement(s) of Work entered into thereunder.

### **Nature and purpose of the Processing**

The nature of the Processing is further set out in the Agreement and the applicable Statements of Work entered into thereunder. The Cloud Subscription Services and/or Licensed Software are related to workforce optimization, including functionalities allowing the capability for call recording, quality management of contact center agents, workforce management, analytics, advanced reporting, or related offerings, including any future functionalities or capabilities offered by Calabrio. The Products and Services allow Customer to streamline information, including by offering flexibility for Customer to select the type of Personal Data that is captured, stored, used, or otherwise Processed by it.

Calabrio will Process Personal Data solely as instructed by Controller and solely as necessary to provide, supply, maintain, and support the Products and Services pursuant to the Agreement.

### **Duration of the processing**

As between Customer and Calabrio, the duration of the term of the Agreement.

### **Categories of data subject and types of Personal Data**

Customer may submit Personal Data to the Cloud Subscription Services or to the Licensed Software, which may include, but is not limited to, Personal Data related to the following categories of Data Subjects:

1. Employees, agents, advisors, freelancers, and other personnel of Customer (who are natural persons)
2. Employees of Customer's business partners and vendors

### 3. Clients or customers of Customer

Customer may submit Personal Data related to the following categories of Personal Data:

1. Employee ID or other identifier
2. First and Last Name
3. Title, Position, and Organizational Belonging
4. Competence
5. Data Related to scheduling and reporting
6. Business Contact Information (company, email, phone, physical business address)
7. Personal Contact Information (email, phone, personal address)
8. Government-issued identifications
9. Passport Information
10. Insurance numbers or identifiers

## 2. **Processing Operations**

The personal data will be subject to the following basic processing activities (please specify): organization, structuring, storage, adaptation, use, analysis, computation and any other processing operation required in connection with the Services.

## SCHEDULE 2

### LIST OF CURRENT SUB-PROCESSORS

#### **Third Party Sub-Processors**

<b>Entity</b>	<b>Purpose</b>	<b>Country</b>	<b>Website</b>
Amazon Web Services (AWS)	Hosting Platform (Infrastructure-as-a-Service)	USA	<a href="https://aws.amazon.com/">https://aws.amazon.com/</a>
Microsoft Ireland Operations Ltd. (Microsoft Azure)	Hosting Platform (Infrastructure-as-a-Service)	Ireland	<a href="https://www.microsoft.com/en-ie/">https://www.microsoft.com/en-ie/</a>
Microsoft Corporation	Hosting Platform (Infrastructure-as-a-Service)	USA	<a href="https://azure.microsoft.com/en-us/">https://azure.microsoft.com/en-us/</a>
Forge Rock, Inc.	Identity and Access Management	USA	<a href="https://www.forgerock.com/">https://www.forgerock.com/</a>
Salesforce.com, inc.	CRM, Support Services	USA	<a href="https://www.salesforce.com/">https://www.salesforce.com/</a>
UserIQ*	User Experience, Product Roadmap	USA	<a href="https://useriq.com/">https://useriq.com/</a>
Pendo.io, Inc.	User Experience, Product Roadmap	USA	<a href="https://www.pendo.io/">https://www.pendo.io/</a>
Clarizen, Inc.	Project Management Software and Services	USA	<a href="https://www.clarizen.com">https://www.clarizen.com</a>
Workday, Inc.	Financial Management and Invoicing	USA	<a href="https://www.workday.com/">https://www.workday.com/</a>
Influitive Corporation	Customer Advocacy and Engagement	Canada	<a href="https://influitive.com/">https://influitive.com/</a>
TechValidate by SurveyMonkey	Customer Surveys and Market Research	USA	<a href="https://www.surveymonkey.com/techvalidate/">https://www.surveymonkey.com/techvalidate/</a>

\*UserIQ is in the process of being phased out and replaced by Pendo.io, the completion of which is targeted by the end of January 2021.

### **Calabrio Affiliate Sub-Processors**

<b>Entity</b>	<b>Purpose</b>	<b>Country</b>
Calabrio AB	Implementation Services and Support Services	Sweden
Calabrio Canada Ltd.	Support Services	Canada
Calabrio UK Limited	Implementation Services	England



### **SCHEDULE 3 STANDARD CONTRACTUAL CLAUSES**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors in third countries which do not ensure an adequate level of data protection:

Name of the exporting organisation:

Address:

Tel:

Email:

Other information needed to identify the organisation:

.....  
(the data **exporter**)

AND

Name of the data importing organisation: **Calabrio, Inc.**

Address: 241 N 5<sup>th</sup> Ave, Suite 1200, Minneapolis, MN 55401, United States of America

Tel: +1 (763) 592-4200

Email: [privacy@calabrio.com](mailto:privacy@calabrio.com)

Other information needed to identify the organisation: Not Applicable

.....  
(the data **importer**)

For clarity, Customer is the data exporter and Calabrio is the data importer.

Each a "party" and together the "parties":

HAVE AGREED on the following Contractual Clauses (the "Clauses") in order to adduce the adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

## **Clause 1**

### **Definitions**

For the purposes of the Clauses:

- (a) '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) '*the data exporter*' means the controller who transfers the personal data;
- (c) '*the data importer*' means the processors who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) '*the subprocessor*' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) '*technical and organisational security measures*' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## **Clause 2**

### **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

### **Clause 3**

#### **Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

### **Clause 4**

#### **Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing,

and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

## **Clause 5**

### **Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
  - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## **Clause 6**

### **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

## **Clause 7**

### **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

## **Clause 8**

### **Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or

any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

## **Clause 9**

### **Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

## **Clause 10**

### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **Clause 11**

### **Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

- 4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

**Clause 12**

**Obligation after the termination of personal data processing services**

- 1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature. ....

(stamp of organization)

**On behalf of the data importer: Calabrio, Inc.**

Name (written out in full): Tom Goodmanson

Position: CEO

Address: 241 N 5th Ave, Suite 1200, Minneapolis, MN 55401 USA

Other information necessary in order for the contract to be binding (if any):

Signature. ....

(stamp of organization)





## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is the entity listed in the preamble to the Clauses and in the signature block of the Clauses.

### **Data importer**

The data importer is Calabrio, Inc., a provider of Workforce Engagement Management software and subscription services (the "Solution") including, as the case may be, support services and professional services that support the Solution (the "Services").

### **Data subjects**

Data exporter may submit Personal Data related to the following categories of Personal Data:

1. Employees, agents, advisors, freelancers, and other personnel of Customer (who are natural persons)
2. Employees of Customer's business partners and vendors
3. Clients or customers of Customer

### **Categories of data**

Data exporter may submit Personal Data related to the following categories of Personal Data:

1. Employee ID or other identifier
2. First and Last Name
3. Title, Position, and Organizational Belonging
4. Competence
5. Data Related to scheduling and reporting
6. Business Contact Information (company, email, phone, physical business address)
7. Personal Contact Information (email, phone, personal address)
8. Government-issued identifications
9. Passport Information
10. Insurance numbers or identifiers

### **Special Categories of Data**

Data exporter may submit Personal Data related to special categories of Personal Data solely as identified by data exporter in the Agreements.

### **Processing operations**

Data importer will process Personal Data solely as necessary to supply, maintain and support the Solution, Services, and business operations.

DATA EXPORTER

Name:.....

Authorized Signature.....

DATA IMPORTER

Name: Tom Goodmanson

Authorized Signature.....

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer has implemented and will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality, integrity, and availability of Personal Data provided to data importer from data exporter in the course of business. Data importer’s personnel are obligated to maintain the confidentiality of Customer Data (as defined in the Agreements) and employee or personnel data. Data importer’s personnel are further obligated to adhere to data importer’s written information security program, which includes specific policies related to the handling of Personal Data.

Data importer will adhere to all information security and data privacy controls and clauses stated in the Agreements, including by ensuring adherence to all applicable laws, regulations, rules, and ordinances related to data privacy. Data importer agrees to provide evidence of compliance with the Clauses and such laws, regulations, rules, and ordinances to data exporter on written request from data exporter.

DATA EXPORTER  
Name: .....  
Authorized Signature. ....

DATA IMPORTER  
Name: Tom Goodmanson  
Authorized Signature. ....

**Certificate Of Completion**

Envelope Id: 7884CDF8C112483CA502CBFDDBC9BBD4

Status: Completed

Subject: Please DocuSign: LOC\_Master\_Price\_Agreement\_07-29-2021 TG Signed.pdf

Source Envelope:

Document Pages: 60

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Marshall Stiles

AutoNav: Enabled

1100 Olive Way

Envelope Stamping: Enabled

Suite 1020

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

Seattle, WA 98101

marshall.stiles@mynpp.com

IP Address: 170.173.0.21

**Record Tracking**

Status: Original

Holder: Marshall Stiles

Location: DocuSign

7/30/2021 4:37:32 AM

marshall.stiles@mynpp.com

**Signer Events****Signature****Timestamp**

Mike Cully



Sent: 7/30/2021 4:48:23 AM

mcully@orcities.org

Viewed: 7/30/2021 5:08:00 AM

Executive Director

Signed: 7/30/2021 5:08:17 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 47.44.189.18

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 7/30/2021 5:08:00 AM

ID: 76022dad-01cd-4329-b72c-696d8fb9a1fc

**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**

Andrew Molacek

**COPIED**

Sent: 7/30/2021 5:08:18 AM

Andrew.Molacek@Calabrio.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 6/14/2021 4:18:17 PM

ID: f7311ce8-0a6e-4279-bf49-71f1a0d3feee

Dave Szymanski

**COPIED**

Sent: 7/30/2021 5:08:18 AM

Dave.Szymanski@Calabrio.com

Senior Contract Attorney

Calabrio, Inc.

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 6/21/2021 11:07:32 AM

ID: fd48ed0c-3529-45aa-bb21-4abdeb7e1bff

Carbon Copy Events	Status	Timestamp
Kris Bordnick chris.bordnick@mynpp.com Business Development NPPGov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/30/2021 5:08:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2021 4:48:23 AM
Certified Delivered	Security Checked	7/30/2021 5:08:00 AM
Signing Complete	Security Checked	7/30/2021 5:08:17 AM
Completed	Security Checked	7/30/2021 5:08:18 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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