

**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 LEO TECHNOLOGIES, LLC ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Technology Hardware, Software, and Related Services, 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 Technology Hardware, Software, and Related Services 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. 2495 for Technology Hardware, Software, and Related Services; 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. 2495 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 – AGREEMENT TO SELL**

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25210, with NPPGov, pursuant to the terms of the RFP.

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

### **ARTICLE 3 – TERM AND TERMINATION**

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

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

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

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

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

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

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

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

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

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

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

#### **ARTICLE 5 – INSURANCE**

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

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

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

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

## **ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS**

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

#### **ARTICLE 7 – WARRANTIES**

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

#### **ARTICLE 8 - INSPECTION AND REJECTION**

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

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

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

#### **ARTICLE 9 – SUBSTITUTIONS**

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

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

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

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

### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

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

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

### **ARTICLE 12 - RIGHT TO AUDIT**

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

### **ARTICLE 13 - REMEDIES**

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

### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

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

### **ARTICLE 15 - NOTICES**

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

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Kevin Toon  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

LEO Technologies  
1515 S. Capital of Texas Hwy  
Suite 220  
Austin, TX 78746  
ATTN: John Prelip  
Email: [john.prelip@leotechnologies.com](mailto:john.prelip@leotechnologies.com)

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

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

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

#### **ARTICLE 17 - WAIVER**

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

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

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

#### **ARTICLE 19 - SEVERABILITY**



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

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

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

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

#### **ARTICLE 21 - HEADINGS**

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

#### **ARTICLE 22 - MODIFICATIONS**

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

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

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

[Signature page to follow]

## **ARTICLE 24 - COUNTERPARTS**

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

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

PURCHASER:

Signed by:  
Signature: Patricia M. Mulvihill  
0BD4F25C35F54D0...  
Printed Name: Patricia M. Mulvihill  
  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
  
Dated: April 9, 2025 | 1:04 PM PDT

VENDOR:

Signed by:  
Signature: Scott Kernan  
FC4CCED85E7F4BA...  
Printed Name: Scott Kernan  
  
Title: Chief Executive Officer, LEO Technologies  
LEO TECHNOLOGIES  
  
Dated: April 9, 2025 | 12:57 PM PDT

**ATTACHMENT A**

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

**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

**Pricing Schedule**

Technology Hardware, Software, and Related Services				
RFP # 2495				
Product	Part #	MSRP	% of MSRP	RFP Price/Minute
Verus	LV310714-A	\$ 0.08	37.5%	\$ 0.05

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.**

**ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

## **ATTACHMENT C**

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

### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, [www.nppgov.com](http://www.nppgov.com). The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

**ATTACHMENT D**

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

**Vendor's Proposal**

**(The Vendor's Proposal is not attached hereto.)**

**(The Vendor's Proposal is incorporated by reference herein.)**

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated by reference herein.)**

**ATTACHMENT F**

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

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**



### LEO Technologies Subscription Agreement (VERUS)

This LEO Technologies Subscription Agreement is made and entered as of **Insert Date**, (the “Effective Date”) by and between LEO Technologies, LLC (hereinafter “LeoTech”), a limited liability company with its address at 1515 S. Capital of Texas Hwy. Austin, TX 78746, and the **Insert Agency/Customer** (hereinafter “Customer”) located at **Insert Customer Address**.

- 1.0 Scope.** The purpose of this LeoTech Subscription Agreement, including any exhibits, appendices, attachments, amendments, or other documents referenced or incorporated herein (collectively this “Agreement”) is for Customer to license LeoTech’s VERUS software solution and supporting professional services. LeoTech and Customer may be referred to collectively as the “Parties,” or individually as a “Party.” The Parties agree as follows:
- 2.0 Definitions.** The following terms have the following meanings:
- 2.1** “Authorized User” means any user authorized by Customer to use the Services. Authorized Users may include employees, contractors, subcontractors, and other third parties performing services for or on behalf of Customer.
- 2.2** “Confidential Information” means any non-public information disclosed by one Party to another Party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should reasonably be considered to be confidential information, in all cases including, but not limited to, information regarding a Party’s technology, code, strategy, operations, transactions, pricing, customers, and information maintained in a Party’s internal-only documentation or web sites.
- 2.3** “Data” means any and all data, including, but not limited to Personal Information, processed by the Subscription Services on behalf of Customer under this Agreement.
- 2.4** “Documentation” means any materials relating to the performance, operation, or use of the Services, whether currently existing or created in the future, and whether in written or electronic form, including any of the following, submitted by either Party with respect to the Services: (i) specifications; (ii) technical, operating procedure, program, or user manuals; and (iii) training materials.
- 2.5** “Downtime” means time that the Subscription Services is unable to process Data to provide the Services.
- 2.6** “Error” means any defects, errors or bugs that interfere with, disrupt, or damage the operation or functionality of the Subscription Services.
- 2.7** “Order” means a purchase order issued under this Agreement and requesting Services from LeoTech. Orders are incorporated into this Agreement.
- 2.8** “Personal Information” means any and all individually identifiable information or data relating to a natural person that (i) directly or indirectly identifies or can be used to directly or indirectly identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual. Personal Information shall be considered Confidential Information of the disclosing Party hereunder.

- 2.9 “Personnel” means any employees, subcontractor employees, or other individuals furnished by LeoTech to perform Services.
- 2.10 “Authorized Inmate Communications Provider” is a provider such as **Insert Current Inmate Phone Provider**, or a similar entity providing Authorized Inmate Telecommunications services to Customer.
- 2.11 “Services” means the services (including the Subscription Services) provided pursuant to an Order.
- 2.12 “Subscription Services” means the service provided by LeoTech via LeoTech’s VERUS software and all software (including any upgrades or updates thereto), scripts, or other executable code provided or made available by LeoTech to Customer or Customer’s Authorized Inmate Communications Provider.

### 3.0 Duration of Contract.

- 3.1 **Contract Term.** The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date. The “Term” of this Agreement will continue in full force and effect unless terminated pursuant to Section 3.2.
- 3.2 **Termination.**
- 3.2.1 **For Breach.** Customer or LeoTech may terminate this Agreement and/or any Order upon a material breach of this Agreement or any Order by the other Party if such breach is not cured within thirty (30) days following the breaching Party’s receipt of written notice from the non-breaching Party.
- 3.2.2 **For Convenience.** LeoTech or Customer may terminate this Agreement or any Order for convenience upon sixty (60) days’ written notice.

### 4.0 Pricing & Payment Terms.

- 4.1 **Price.** The Customer will compensate LeoTech monthly for services by volume at \$0.05 per minute.
- 4.2 **Payment.** LeoTech shall invoice the Customer within five (5) days of the end of each month. The Customer agrees to pay all invoices in full within thirty (30) days of receipt of invoice.

### 5.0 Purchase of Services.

- 5.1 **Integration With Authorized Inmate Communications Provider.** Customer understands that the Services must be connected to Customer’s Authorized Inmate Communications Provider via an application program interface (“API”) that allows the processing of Data in near real time for the Services to function. On the Effective Date, Customer shall direct the Authorized Inmate Communications Provider to provide LeoTech with an API in order to access the Data from the Authorized Inmate Communications Provider. Customer shall use its best efforts to support the execution of any necessary agreements between LeoTech and the Authorized Inmate Communications Provider to facilitate LeoTech’s receipt of the requisite API and access to the Data. No failure or delay by LeoTech to satisfy a LeoTech obligation in this Agreement shall be considered a breach if such failure or delay is caused, in whole or in substantial part, by a failure of the Authorized Inmate Communications Provider or Customer to provide LeoTech

access to the Data.

- 5.2 **Implementation.** LeoTech and Customer shall reasonably cooperate in order to implement the Services. Such cooperation includes Customer's best efforts to obtain the cooperation of the Authorized Inmate Communications Provider. Customer shall provide LeoTech with necessary access to its systems and facilities in order to implement and maintain the Services.

## 6.0 Subscription Services.

- 6.1 **Authorized User.** Customer shall appoint Authorized Users to use the Subscription Services. Customer shall insure that each Authorized User agrees to the Terms of Use attached hereto as Exhibit A. Customer shall remain liable for its Authorized Users' compliance with this Agreement, including Exhibit A.
- 6.2 **Privileged Numbers.** The Subscription Services allow certain communications to be designated as not to be processed by the Subscription Services. For example, a telephone number can be designated as belonging to a caller's attorney and thus subject to privilege and not to be processed. It is Customer's responsibility to designate such communications as not to be processed by the Subscription Services using the method provided by LeoTech in the Documentation. LEOTECH IS NOT RESPONSIBLE FOR FAILURE TO DESIGNATE A COMMUNICATION AS NOT TO BE PROCESSED.
- 6.3 **Technical Support.** LeoTech will provide technical support and workarounds so that Subscription Services operate in material conformance of specifications. Customer acknowledges and agrees that LeoTech is not responsible for Downtime caused by (a) Internet failures or delays involving hardware or software not within LeoTech's possession or reasonable control and (b) the Authorized Inmate Communications Provider. To the extent such Downtime is a result of technical issues relating to the Authorized Inmate Communications Provider, Customer agrees to assist LeoTech in coordinating with Authorized Inmate Communications Provider and remedying such issues.

## 7.0 Confidential Information.

- 7.1 **Confidentiality Obligation.** Confidential Information of a Party ("Disclosing Party") will be held in confidence by the other Party ("Recipient") and, except as otherwise provided herein or with the Disclosing Party's prior written consent or as required by law, will not be disclosed to any third party other than Recipient's employees, contractors or representatives who have a need to know for the Purpose and who are bound by obligations of confidentiality at least as protective of the Disclosing Party's Confidential Information as those herein ("Representatives").
- 7.2 **Restrictions on Use of Confidential Information.** The Recipient will: (a) not use the Confidential Information for any purpose other than in the performance and fulfillment of the Recipient's obligations or in the exercise of the Recipient's rights under this Agreement ("Purpose"); (b) take all reasonable and necessary steps to require its employees, principals, officers, agents, contractors, representatives, affiliates, and any and all other persons or entities who have access to Confidential Information through Recipient, comply with the Recipient's obligations pursuant to this Section; (c) disclose any of the Disclosing Party's Confidential Information in response to a valid court order or other legal process, only to the extent required by that order or process and only after the Recipient has given the Disclosing Party written notice, if permitted, promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, and at Disclosing Party's expense, if the Disclosing Party so



requests); and (d) return all the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, by no later than thirty (30) calendar days after such request or when Recipient no longer needs Confidential Information for its authorized purposes.

- 7.3 Exceptions.** The foregoing obligations apply to all Confidential Information of the Disclosing Party, unless and until such time as the Recipient can demonstrate with competent evidence that: (a) such Confidential Information is or became generally available to the public, through lawful means and through no fault of the Recipient and without breach of this Agreement; (b) such Confidential Information is or was already rightfully in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (c) such Confidential Information is or has been lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient; or (d) the Recipient can prove that such Confidential Information was developed independently by the Recipient without access to, use of or reference to the Confidential Information disclosed by the Disclosing Party.

## **8.0 Warranties.**

- 8.1 Representations and Warranties.** The Parties represent and warrant that entering into and fully performing their obligations under this Agreement does not and will not violate any agreement or obligation existing between the Party and any third party. Each Party represents and warrants that it will comply with applicable law.

**8.1.1 By LeoTech.** LeoTech represents and warrants that: (a) the Services will be provided free and clear of any and all third party liens, assignments, security interests or encumbrances of any kind; (b) the Services will be performed in a professional and workmanlike manner; and (c) LeoTech has taken reasonable steps to ensure the Services do not contain any destructive or harmful software code or other technology designed to disrupt, damage or interfere with any Customer equipment or systems.

**8.1.2 By Customer.** Customer represents and warrants that Customer will: (a) direct and require Authorized Inmate Communications Provider to provide access to the Customer's systems and data as necessary for this Agreement, including providing an API as required by the Data Facilitation Agreement; (b) comply with all Documentation to the extent reasonably practicable and necessary to facilitate the Services; and (c) it will promptly provide all reasonable assistance necessary to facilitate the Services.

- 8.2 Disclaimer.** EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES CONCERNING NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEOTECH DOES NOT REPRESENT THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE, AVAILABLE, OR FIT FOR A PARTICULAR PURPOSE. THE SUBSCRIPTION SERVICE IS NOT A REPLACEMENT FOR HUMAN INTERVENTION OR MONITORING OF COMMUNICATIONS.

CUSTOMER UNDERSTANDS THAT THE SERVICES INHERENTLY DEAL WITH CONTENT THAT MAY BE TIME-SENSITIVE, CRIMINAL, OR POTENTIALLY DANGEROUS. LEOTECH IS NOT LIABLE FOR ANY FAILURE OF THE SERVICES TO AID IN PROTECTING LIFE OR PROPERTY OR OTHERWISE PREVENTING CRIMINAL ACTIVITY.

## 9.0 Personnel.

- 9.1 **Relationship and Responsibility.** This Agreement is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- 9.2 **Personnel Training and Qualification.** LeoTech will provide reasonable and customary supervision and training for its Personnel to assure competent performance of the Services and delivery of any deliverables.
- 9.3 **Support Personnel.** LeoTech shall provide support staff to agency per Exhibit B.

## 10.0 Data.

- 10.1 **Ownership.** All Data are owned by Customer. Customer hereby grants LeoTech a limited, non-transferable, paid-up, revocable license to use the Data as necessary to perform the Services, including processing by the Subscription Services and other obligations under this Agreement.
- 10.2 **Data Security.** LeoTech will maintain, implement, and enforce reasonable and appropriate technical, administrative, and physical data security procedures intended to minimize the risk of unauthorized access to or exposure of the Data.
- 10.3 **Data Privacy.** Customer is the owner and controller of the Data as defined by applicable law. LeoTech is a service provider that processes Data made available to it pursuant to the terms of this Agreement. LeoTech shall use, retain, and disclose the Data solely to the extent necessary to provide the Services, including the improvement of LeoTech's Services.

- 11.0 **Export Control.** The Parties acknowledge and agree that the Services may be subject to regulation by agencies of the U.S. Government, including the Department of State and Department of Commerce, and any foreign government or regulatory body, which prohibits export or diversion of certain technical products, data or services ("**Controlled Technologies**") to certain individuals or countries. This prohibition includes providing or giving access to such Controlled Technologies, including such items that have been identified by the U.S. Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). The Parties acknowledge that providing Controlled Technologies to certain foreign nationals located in the United States may be deemed by the U.S. Government as equivalent to exporting such Controlled Technology to a foreign country, including embargoed or restricted countries ("**Prohibited Foreign Nationals**"). The Parties will comply in all respects with all export and re-export restrictions applicable to the Deliverables and Services. Customer will not, directly or indirectly, export or direct the Services or any information provided by LeoTech to any embargoed or restricted country identified in the U.S. export laws. Customer will ensure that its Personnel are not included on any United States export exclusion lists and are not prohibited foreign nationals. Customer will promptly notify LeoTech if it learns of any possible violations of export laws related in any way to this Agreement.

## 12.0 General.

- 12.1 **Notices.** Any notice required under this Agreement must be in writing and sent to each Party's representatives at addresses identified in the preamble. Notices will be delivered in person or by means evidenced by a delivery receipt or acknowledgment (certified or registered mail (postage prepaid and return receipt requested), or via overnight courier). Notices will be effective upon receipt. Notices to LeoTech should be sent Attn: James Sexton with an email copy to

james.sexton@leotechnologies.com.

- 12.2 Injunctive Relief.** Customer acknowledges that misuse or unauthorized disclosure of any LeoTech Confidential Information or Intellectual Property (or violation of other proprietary rights of LeoTech) by Customer may give rise to irreparable injury to LeoTech that is inadequately compensable in damages. Accordingly, LeoTech may seek and obtain injunctive relief against the breach or threatened breach of this Agreement without providing a bond, in addition to any other legal remedies that may be available. Customer acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of LeoTech, its subsidiaries and/or affiliated companies, and are reasonable in scope and content.
- 12.3 Governing Law, Jury Trial Waiver.** All disputes arising out of or related to this Agreement will be governed by the laws of the State of Texas and controlling U.S. federal law without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. No choice of law rules of any jurisdiction will apply. All disputes arising out of or related to the terms of this Agreement will be brought in a court of appropriate subject matter jurisdiction located in Austin, Texas and each party hereby irrevocably waives all objections to jurisdiction and venue in such courts.
- 12.4 Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.
- 12.5 Interpretation.** This Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Agreement.
- 12.6 Survivability.** The following sections will survive the expiration or termination of this Agreement for any reason: 1-4, 7-10, 12.
- 12.7 Order of Precedence.** In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be: (a) this Agreement, then (b) the Order.
- 12.8 Sole Employer.** LeoTech acknowledges and agrees it is the sole employer of the personnel it employs in connection with this Agreement and retains sole control over wages, benefits, scheduling, hours, and other terms and conditions of employment of personnel.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as set forth below as of the Effective Date.

LEO Technologies, LLC

Insert Agency/Customer

By: \_\_\_\_\_

By \_\_\_\_\_

Name (printed) Scott Kernan

Name (printed) \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### Authorized User Terms of Use

Customer and Authorized User's access to and use of the Subscription Services is subject to the terms of use of the terms below and as set forth elsewhere in the Agreement.

**Obligations.** Customer shall:

1. identify for LeoTech the names of all Authorized Users so that LeoTech can establish individual user accounts and account login credentials for each Authorized User;
2. require Authorized Users to maintain the confidentiality of their account login credentials, and not allow Authorized Users to share their account login credentials with any other individual; and
3. comply and ensure that its personnel comply with any and all applicable laws of any and all applicable jurisdictions.

**Prohibitions.** Customer shall not:

1. access or attempt to access (or permit or assist another in doing so) the Subscription Services or components thereof by any means other than through an authorized access point;
2. sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or otherwise provide access to the Subscription Services (including Documentation) in any form to any third party other than its Authorized Users;
3. disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Subscription Services or reconstruct the Services or components thereof, or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in the Services;
4. alter, modify or create derivative works of the Services (including Documentation) or components thereof in any way, including without limitation customization, translation or localization;
5. "mirror" or "frame" any part of the Subscription Services, or create internet links to the Subscription Services which include log-in information, usernames, passwords, and/or secure cookies;
6. disseminate on or via the Services any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
7. build a competitive product or service to the Services, or build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;
8. use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services, provided that this provision will not prohibit Customer from exercising its rights in the data using non-automated means or means pre-approved by LeoTech in writing;
9. violate, or attempt to violate, the security of the Services; or



10. permit or facilitate any other person or entity from taking any actions which Customer is prohibited from taking pursuant to this Agreement.

## EXHIBIT B

### Support Personnel

The following LeoTech Personnel will be assigned to the Customer's account, during the life of the contract, and immediately available to agency staff to assist in departmental priorities.

#### One (1) Account Manager

- Account Manager
  - Create new end user accounts if needed.
  - Provide daily Law Enforcement Assistance (LEAs) reports regarding incidents, issues, and criminal trends that affect both the established account\agency and surrounding counties/regions.
  - Provide training to new and established end users by demonstrating features and/or updates to the Verus system.
  - Discuss trends with assigned account point of contact(s).
  - Discuss agency's priorities needs and concerns.
  - Ensure the Verus system is operational and make notifications to LeoTech Information Technology and client when down.
  - Conduct "end-user" training of all authorized law enforcement personnel that are approved by Customer to use Verus.
  - Assign additional LeoTech personnel to assist in utilization of Verus on agency priorities.
  - In the event of an exigent circumstance, LeoTech is available to agency 7 days a week/24 hours per day.