

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 WESTNET, 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 VA25250, with NPPGov, pursuant to the terms of the RFP.

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

Westnet
15542 Chemical Lane
Huntington Beach, CA 92649
ATTN: David Nokes
Email: David.Nokes@westnetpublicsafety.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

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Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: April 21, 2025 | 10:31 AM PDT

VENDOR:

Signed by:
Signature: David Nokes

D4CC40574D77429...
Printed Name: David Nokes

Title: Chief Executive Officer
WESTNET

Dated: April 21, 2025 | 9:54 AM PDT

ATTACHMENT A

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

TECHNOLOGY HARDWARE, SOFTWARE, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price*
IT HARDWARE SOLUTIONS	5% off List Price
SOFTWARE SOLUTIONS	5% off List Price
CUSTOMIZATION AND UPGRADE SERVICES	5% off List Price
ASSOCIATED TRAINING AND SUPPORT SERVICES	5% off List Price
OTHER PRODUCTS AND SERVICES	5% off List Price

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

**INSTALLATION AGREEMENT No. _____****BETWEEN WESTNET,****LLC AND**

This Agreement (hereinafter "Agreement") is made and entered into on the ___ day of ___, 2024, by and between **Westnet, LLC.**, a Delaware Corporation with business offices at 15542 Chemical Lane, Huntington Beach, CA 92649 (hereinafter referred to as "Westnet") and _____, with principal offices at _____ (hereinafter referred to as "Customer") and collectively referred to as the "Parties."

ARTICLE 1 - SCOPE OF AGREEMENT

Westnet shall provide the Customer, under the terms set forth in this Agreement, those services outlined and set forth in EXHIBIT A, Statement of Work.

Westnet will perform its obligations under this Agreement in the same manner as the Customer performs its obligations to the Prime Contractor. Therefore, the Customer is responsible for flowing down pertinent parts of the Prime Contract that is applicable to Westnet.

All personnel used by Westnet to perform services pursuant to this Agreement shall have sufficient skill and experience to perform the Services assigned to them.

ARTICLE 2 – CHANGE ORDERS

Changes to the scope of the Statement of Work may be made upon mutual written agreement by the Parties and incorporated into this Agreement by an Amendment. It shall be noted that changes to the Statement of Work may affect pricing or installation completion dates.

ARTICLE 3 - CONSIDERATION

Westnet shall be paid for hardware and the satisfactory performance of services in EXHIBIT A, Statement of Work in accordance with EXHIBIT D, Summary of Project Costs, within ten (10) business days after receipt of Westnet's Invoice.

The Customer shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges including, but not limited to, income, excise, import, purchase, property, federal, state or local sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon the Party by any taxing authority as a result of this performance to the Party's duties and responsibilities hereunder.

ARTICLE 4 – CUSTOMER'S TECHNICAL POINT OF CONTACT

The Customer's Technical Point of Contact for work performed/activities under this Agreement is:

Name: _____

Email: _____

Phone: _____

ARTICLE 5 – TERM OF AGREEMENT

The term of this Agreement shall be valid for a period of one (1) year from the date last executed by the Parties, unless terminated earlier in accordance with ARTICLE 13, Termination. This Agreement may be extended thereafter with the written mutual consent of both parties.

ARTICLE 6 – INVOICES AND TERMS OF PAYMENT

Accurate and complete copy(s) of invoice(s) shall be submitted to the following Customer's address:

Or sent by email at: _____

Invoices shall contain a reference to the Purchase Order Number.

A correct invoice, referencing the Purchase Order Number and containing appropriate documentation shall be submitted in accordance with this ARTICLE and will be paid within thirty (30) days after receipt by the Customer.

ARTICLE 7 – INDEPENDENT CONTRACTOR

Westnet shall, at all times, act as an independent contractor in the performance of this Agreement. Neither Westnet nor its employees or agents shall present themselves to be, or be deemed to be, employees of the Customer or agents or representatives of the Customer. The Customer shall not make, and Westnet shall have no responsibility for, warranties or representations concerning Westnet or Westnet products.

ARTICLE 8 – NONDISCLOSURE

During the performance of work under individual Purchase Order(s) issued pursuant to this Contract, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. Further, during performance of work under this Contract, the parties recognize that the presence of Westnet's personnel in the Customer's facilities may subject Westnet's personnel to information and/or data that is considered by Westnet and/or the Customer to be confidential, proprietary and/or competition sensitive. Therefore, the Parties agrees to the following:

- a. The terms of this Contract, including all exhibits and attachments thereto and specifically Westnet's rates, are considered confidential and shall not be disclosed except as required by applicable law or regulation. Any confidential, proprietary and/or competition sensitive information, other than the terms of this Contract, exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing Party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving Party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- b. Verbal communications which are considered confidential, proprietary and/or competition sensitive may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Contract.

- c. The receiving Party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of five (5) years from the date of termination of this Contract, and during such period will use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Contract. Unless authorized in writing by the Party originally transmitting such confidential, proprietary and/or competition sensitive information hereunder, the receiving Party will not otherwise use or disclose such confidential, proprietary and/or competition sensitive information during the above-mentioned five (5) year period.

Information shall not be afforded the protection of this Contract if, on the effective date hereof, such information has been or from the time thereafter such information is:

- (1) lawfully developed by the receiving Party independently of the information received from furnishing Party;
 - (2) rightfully obtained without restriction by the receiving Party from a third party;
 - (3) publicly available other than through the fault or negligence of the receiving Party;
 - (4) released without restriction by the furnishing Party to any third party,
- d. Should the receiving Party be faced with legal action regarding disclosure of information under this Contract, the receiving Party shall forthwith notify the furnishing Party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing Party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.
- e. All proprietary information furnished hereunder shall remain the property of the furnishing Party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving Party hereunder. The Parties shall employ the same standard of care they use to protect their own proprietary information, but in any event, no less than reasonable care.
- f. No license under any patents or any other proprietary right is granted or conveyed by one Party's transmitting proprietary information or other information to the other Party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty of inducement by the transmitting Party to the other Party with respect to infringement of patent or any other proprietary right of others.
- g. The receiving Party shall not disclose or deliver, directly or indirectly, any technical data or any product utilizing any such data to any person to whom such disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data acquired pursuant to this Contract or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.
- h. The receiving Party acknowledges that the disclosing Party may not have an adequate remedy in the event the receiving Party breaches this provision and that the disclosing Party may suffer irreparable damage and injury. In such an event the receiving Party agrees that the disclosing Party, in addition to any other available rights and remedies, may be entitled to seek an injunction restricting the receiving Party from committing or continuing any violation of this provision.

ARTICLE 9 – LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE, LOST PROFITS OR OTHER ECONOMIC LOSSES) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, EXCEED THE CONTRACT PRICE OR FEES PAID OR PAYABLE BY THE CUSTOMER TO WESTNET PURSUANT TO THIS CONTRACT OR AGREEMENT.

ARTICLE 10 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

Westnet shall indemnify, defend, and hold harmless the Customer from and against all damages, losses, and expenses (including reasonable attorney's fees) incurred in connection with any third party claim arising out of or resulting from (a) any personal injury, loss, damage or death to any person or persons and any property damage arising out of the acts or omissions of Westnet, its agents, employees or subcontractors in the performance of the services outlined and set forth in ARTICLE 1, Scope of Work in pursuant to this Agreement, (b) the violation of any applicable law or regulation by Westnet, its agents, employees or subcontractors in the performance of the services outlined and set forth in ARTICLE 1, Scope of Work in pursuant to this Agreement.

ARTICLE 11 – INTELLECTUAL PROPERTY

1. Use of Trademarks and Names

Except as expressly agreed to in writing, neither Party may use the other Party's name, logo, or trademarks, or any abbreviation of the other Party's name, in any advertising, marketing campaigns, press releases, or communication with the press, without the specific prior consent of the other Party. In the event written permission is granted for such use, each Party must strictly follow the other Party's instructions concerning the use of the other Party's trademarks.

2. Reservation of Rights

Westnet reserves all right, title, and interest in and to the Intellectual Property Rights in and to the Westnet System and all equipment, documentation, software (in both object code and source form) and Confidential Information (collectively "Westnet IP") made available to the Customer for purposes of performing the Services pursuant to this Agreement. The term "Intellectual Property Rights" shall mean all worldwide rights in and to the Westnet IP, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a Party. Nothing in this Agreement is intended to grant any Intellectual Property Right in and to the Westnet IP. This Agreement does not grant the Customer the right to manufacture any of Westnet's software or equipment.

3. Restrictions

The Customer will not use the Westnet IP to develop or otherwise bring to market any product or application that is competitive with any Westnet product or service. The Customer will not, directly, or indirectly, alter or modify the Westnet IP, or reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, or know-how relevant to the Westnet IP.

4. Patents

If any invention or discovery is made or conceived by Westnet in the course of any of the work under any assignment issued under this Agreement, Westnet shall keep signed, witnessed, and dated records of all information thereon. Westnet will obtain at its own expense patent agreements to effectuate the purposes of this Article from all persons who perform any part of the work under the agreement.

ARTICLE 12 – INSURANCE

- a. Westnet shall, at its own expense, procure and maintain during the entire performance period of this Agreement, insurance of at least the kinds and minimum amounts set forth below:

Workers' Compensation (U.S. Dollars) (If required by Customer's State of Operation):

In accordance with the laws of the country or state in which the work is being performed and having an Employers' Liability limit of at least **\$1,000,000**.

Comprehensive General Liability including Contractual Liability (U.S. Dollars):

\$1,000,000 Combined single limit for Bodily Injury & Property Damage.

Automobile Liability Insurance including owned, hired, and non-owned vehicles (U.S. Dollars) (at Customer Site): **\$1,000,000** Combined Single Limit for Bodily Injury and Property Damage.

- b. Prior to the commencement of work hereunder, Westnet shall furnish the Customer a certificate of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Customer's in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Agreement is to be performed and in no event less than thirty (30) days after written notice thereof to the Customer.

ARTICLE 13 – TERMINATION

a. For Convenience

Either Party reserves the right to terminate this Agreement in whole or in part at its convenience by written notice. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which Westnet may have against the Customer. The sole obligation of the Customer in the event of such termination shall be payment of consideration due under ARTICLE 3, Consideration.

b. For Default

If either Party breaches a material obligation under this Agreement, the other Party may consider the breaching Party to be in default. If a Party asserts a default, it will give the breaching Party a written notice of the default. The breaching Party will have ten (10) business days thereafter either to cure the default or provide a written plan to cure the default that is acceptable to both Parties. If the breaching Party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the non-breaching Party's written approval of the cure plan. If the breaching Party fails to provide a cure plan or fails to cure the default in accordance with the approved cure plan, or if the cure plan is unacceptable to the non-breaching Party, then the non-breaching Party may terminate this Agreement for breach.

If bankruptcy, insolvency, dissolution, receivership, or equivalent proceedings are instituted by or against Customer, prior to Customer making any assignment for the benefit of creditors or entering into any such arrangement or upon Customer becoming insolvent, Westnet may terminate this agreement.

c. Return of Confidential Information and System Components

Upon the termination of this Agreement, all Confidential Information provided by Westnet (including all copies and reprints) that are in the Agreement and Customer's possession, custody, or control shall be promptly delivered to Westnet, and Customer shall thereafter make no further direct or indirect use of such material.

The Customer agrees to assist Westnet in returning those components of the Westnet System not yet accepted and paid for in full by the Customer, together with all copies of software, documentation, and any related material. Any data or data files generated by the Customer shall remain the property of the Customer.

Termination of this Agreement shall not relieve either Party of its continuing compliance with ARTICLES 8, 9, 10, 11, 13, 14, 15, and 16 of this Agreement.

ARTICLE 14 – NON-SOLICITATION

It is hereby agreed that neither Party shall solicit for employment an employee of the other Party at any time during the term of this Contract, or one year thereafter, without the written consent of the other. During the Non-Solicitation Period, neither shall not, directly, either for themselves or any other entity, (i) induce or attempt to induce any employee of the other Party to leave, (ii) in any way interfere with the relationship between the other Party and any of its employees, or (iii) induce or attempt to induce any customer or business relationship of the other Party to cease doing business with the other, or in any way interfere with the relationship between the other Party and any customer or business relationship. Direct solicitation does not include individuals responding to advertisements or general media, except to the extent an individual was specifically encouraged to respond to such advertisement or media.

ARTICLE 15 – NON-CIRCUMVENTION

It is agreed during the performance of a Task/Purchase Order and/or Statement of Work under this Agreement and one year thereafter, the Customer shall not, directly or indirectly, a) negotiate or enter into, or attempt to negotiate or enter into, any agreement, covenant or understanding, written or oral, with Westnet's subcontractors to which provided services under this Agreement or any person or entity directly introduced to the Customer by Westnet, unless it has received Westnet's express prior written permission; b) knowingly interfere with, circumvent, or otherwise impede in any manner the relationship of Westnet with, any person or entity with which Westnet is dealing or who is in conflict with Westnet; nor c) attempt to create, duplicate, copy or offer for sale any services or products of Westnet not previously offered by recipient.

ARTICLE 16 – CONFLICT OF INTEREST AND NON-COMPETE

Customer agrees to inform Westnet of all the Customer's interests, if any, which may be, or which the Customer has reason to believe may be incompatible or competitive with the interests of Westnet or Westnet's customers. In addition to the foregoing, the Customer agrees not to make improper use of any information that comes to Customer or its agents or representatives in the performance of services hereunder.

Additionally, the Customer will not, without the prior notification and consent of Westnet, during the term of this Agreement, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity which is competitive with the then existing business of Westnet. Notwithstanding the foregoing, Customer may own shares of competing companies whose securities are publicly traded, so long as such securities do not constitute five percent or more of the outstanding securities of any such company.

ARTICLE 17 – COMPLIANCE WITH LAWS

Both parties shall comply with all applicable laws, regulations, ordinances and other rules of all governments and governmental agencies having jurisdiction over any portion of performance under this Agreement. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding. Customer irrevocably waives any objection, which it may now or hereafter have to the laying of venue of any proceeding under this provision in the United States Fourth District Court of Southern California or the Circuit Court for Orange County, California.

ARTICLE 18 – FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy, compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or epidemics, or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected.

- b. A delay in or failure of the performance of either Westnet or the Customer shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
- c. The Party who is prevented from performing by force majeure (i) shall be obligated within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other Party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonable.

ARTICLE 19 – NOTICES

All notices under this Agreement shall be in writing and shall be sent by United States Postal Service, Certified Mail, Return Receipt Requested (or any other delivery service such as Federal Express or UPS) postage prepaid and/or by electronic mail addressed as follows:

Westnet, LLC

15542 Chemical Lane
Huntington Beach, CA 92649

Attention: Regina Abell

Phone: 256-617-2221

Email: regina.abell@westnetpublicsafety.com

Address: _____

City/State/Zip: _____

Attn: _____

Phone: _____

Email : _____

ARTICLE 20 – EXPORT CONTROL

Westnet shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this agreement. In the absence of available license exemptions/exceptions, Westnet shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Westnet shall be responsible for obtaining export licenses, if required, in the performance of this agreement. The Customer shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

ARTICLE 21 – ASSIGNMENT

Customer shall not assign or otherwise transfer this agreement in whole or in part, without Westnet approval which will not be unreasonably withheld. As a result of any such assignment, any money due, or to become due by the Customer may be assigned, provided that such assignment is acknowledged and approved by Westnet, in writing.

ARTICLE 22-DISPUTES

Any disputes, claims, or controversies arising out of or in relation to this Agreement issued hereunder, interpretation, performance, or non-performance, including the validity, scope, and enforceability of this ARTICLE, shall be addressed as follows:

- a) Initial Resolution by Parties. Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Agreement, or to the performance by either Party, or to the threatened, alleged or actual breach by either Party, which is not disposed of by mutual agreement within a period of thirty (30) days after one Party has provided written notice of the dispute to the other, shall be subject to Executive Level review by Westnet and Customer. If this review process is not successful within a reasonable period of time (normally 15-30 days unless extended by agreement of the parties), then Parties agree to proceed with Mediation and or arbitration in accordance with the American Arbitration Association.
- b) If disagreement is not resolved by the Parties as described above, Parties agree to Mediation.

If the Members are unable to agree on a matter or any other decision that requires the approval or consent

of both Parties (a “Fundamental Issue”) for a period of at least thirty (30) days (or for a longer period if mutually agreed by the Parties), the disagreement shall be mediated (the “Mediation”) within fifteen (15) days from the date a written request for mediation is made by either Party. The Mediation shall take place at a location mutually agreeable to the Parties and shall be in English. Mediation shall be conducted before a single mediator, which has been agreed upon by the Parties. If Parties cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all Parties shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the Parties.

ARTILE 23-WAIVER

Failure or delay by either Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

ARTICLE 24-SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 25-HEADINGS AND SECTION REFERENCES

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

ARTICLE 26 – COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties hereto regarding the subject matter hereof. This Agreement supersedes all other quotations, proposals, prior agreements, or representations, oral or written, and all other communications between the parties related to the subject matter of this Agreement. This Agreement may not be amended or modified unless so done in writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED IN AS OF THE EFFECTIVE DATE ABOVE WRITTEN.

Signatures and Dates Signed:

WESTNET, LLC

CUSTOMER:

BY:_____

BY:_____

NAME: Regina Abell

NAME:_____

TITLE: SR Contract Manager

TITLE:_____

DATE:_____

DATE:_____