

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 CentralSquare Technologies (“Vendor”).

RECITALS

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

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

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

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor’s standard

printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

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

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

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

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. All of Vendor's Exceptions are **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies authorized 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.

Notwithstanding the foregoing, the aggregate liability of Vendor for any reason and upon any cause of action of claim, including, without limitation, Vendor's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the contract price; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises; or (iii) in the case of bodily injury, personal injury, or property damage for which defense and indemnity coverage is provided by Vendor's insurance carrier, the lesser of the coverage limits of such insurance or the amount actually paid to Vendor or Purchaser by the applicable insurance carrier for such damage.

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

CENTRALSQUARE TECHNOLOGIES
1000 Business Center Drive
Lake Mary FL 32746
ATTN: Contracts
Email: contract.requests@centralsquare.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 either Party without prior written notice to the other Party which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

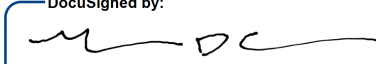
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

DocuSigned by:
Signature: 
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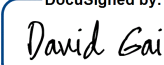
Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 8/6/2020

VENDOR:

DocuSigned by:
Signature: 
AE401C20244440B...

Printed Name: David Gai

Title: Chief Customer officer

CentralSquare Technologies

Dated: 8/7/2020

ATTACHMENT Ato Master Price Agreement by and between VENDOR and PURCHASER.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

PUBLIC SAFETY SOFTWARE SOLUTIONS, DATA COLLECTION, STORAGE AND UTILIZATION	
Product Category	Percentage (%) off List Price*
GENERAL SOFTWARE SOLUTIONS FOR GOVERNMENT SERVICES	10%
CJIS Data Storage	10%
RECORD MANAGEMENT SYSTEMS	
Records Enterprise Software and Subscriptions, including eCitations	10%
Records Pro Software	10%
Portal Pro Software	10%
TRAINING AND SUPPORT	
Training Services for Public Safety and Justice Enterprise Products	10%
Training Services for Public Safety and Justice Pro Products	10%
CONVERSION/IMPLEMENTATION	
Implementation Services (including data conversion) for Public Safety and Justice Enterprise Products	10%
Implementation Services (including data conversion) for Public Safety and Justice Pro Products	10%
APP BASED PLATFORMS	
COMPUTER AIDED DISPATCH	
CAD Enterprise Software and Subscriptions	10%
Mobile Enterprise Software and Subscriptions	10%
CAD Pro Software and Subscriptions	10%
Mapping Pro Software	10%
Mobile Pro Software and Subscriptions	10%
FIRE OPERATIONS AND PREVENTION	
Fire Records Enterprise Software	10%
Fire Analytics Enterprise (FireView Dashboard and Advanced Reporting)	10%
REQUIRED SYSTEM HARDWARE	
Pro Server Hardware	0%
INSTALLATION, MAINTENANCE, SERVICE AND TESTING	
Installation and Testing Services for Public Safety and Justice Enterprise Products	10%
Installation and Testing Services for Public Safety and Justice Pro Products	10%
BILLING AND REVENUE CYCLE MANAGEMENT TOOLS	
JAIL MANAGEMENT SYSTEMS	
Jail Pro Software	10%
Civil Pro Software	10%
Financial Pro Software	10%
911 CALL-TAKING SYSTEMS	
911 Enterprise Software	10%
CRIME DATA ANALYTICS	
Crime Analytics Enterprise (CrimeView Dashboard, Advanced Reporting, and Search) Software and Subscriptions	10%
PUBLIC ADMINISTRATION SOFTWARE	
Finance Enterprise Software	10%
Community Development Software	10%
Work/Asset Management Software	10%
Utilities Software	10%
Finance Pro Software	10%
OTHER	n/a

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

**CENTRALSQUARE 911 SOFTWARE
LICENSE AND IMPLEMENTATION
AGREEMENT**

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SOFTWARE LICENSE AND IMPLEMENTATION AGREEMENT

This Software License Agreement (this “Agreement”) between CentralSquare Technologies LLC (“CentralSquare”) with offices located at 4509 W. 58th Street, Sioux Falls, SD 57108, and _____ located at _____ (“Customer” or “Client”), is entered into effective as of the last date of signature below. The parties may also be referred to herein collectively as the “Parties”, or individually as a “Party.”

A. WHEREAS, Client desires to purchase software licenses, services, and hardware for implementation of a 911 telephony system; and

B. WHEREAS, CentralSquare is the owner of TriTech Software Systems (“TriTech”), and is authorized to contract with, and license to its end users TriTech’s 911 application as CentralSquare 911; and

C. WHEREAS, this Agreement and its Exhibits set forth the terms and conditions for license and implementation of CentralSquare 911.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

The following Definitions shall apply to this Agreement and its Addenda or Exhibits:

- a. **ANI.** Automatic Number Identification. A feature which provides a visual display at the PSAP (Public Safety Answering Point) of the calling party's ten (10) digit telephone number.
- b. **ALI.** Automatic Location Information. A feature which provides a visual display at the PSAP of the calling party's address as well as the Emergency Service Number, street address, room or floor, names of law enforcement, fire and medical services agencies responsible for the address, type of service (residential, business, coin, etc.), and other location information.
- c. **Contract Price.** The total of the purchase price specified in Exhibit A.
- d. **Customer Premises Equipment.** Any telecommunications equipment located on the Customer’s premises, whether provided by the Customer or by a third party, other than the telecommunications equipment comprised of the CentralSquare 911 system as defined below.
- e. **Cutover or Cutover Date.** The date and time that the CentralSquare 911 system is connected to the public telephone network, activated and functioning to provide basic telephone service, with the exception of minor variances in performance of the CentralSquare 911 system which do not materially impair basic telephone service.

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- f. **Database Management System.** A system of hardware, software, manual procedures and data used by the telephone companies and Customer to create, verify, update and access data relating to the telephone subscriber's service location. The data generally includes the subscriber's name, service address, pilot telephone number, Emergency Service Number and recommended emergency response agencies, and resides in the computer located in a CentralSquare controlled location, Customer's premises or as the parties may otherwise agree.
- g. **Emergency Answering System.** The complete composite of all of the elements of a 9-1-1 Emergency Telephone System including, but not limited to, the network, telephones at the PSAP, trunk decoding equipment, the ALI database and the controllers.
- h. **Emergency Service Number.** The telephone number assigned to the End User's telephone number for purposes of routing the emergency call.
- i. **Emergency Calls.** Consist of one or more of the following conditions:
(1) System alarms showing "red border" on the screen
(2) Power outage / lightning strike
(3) Actual loss of or the threat of not acquiring or losing ANI or ALI data
(4) Where the telephone switch is an integral part of the 9-1-1 call-taking process and installed by CentralSquare, it shall be included under this process, excluding administrative features
- j. **End User.** The Emergency Answering System, which is the subject matter of this Agreement, is being purchased by Customer for installation at certain dispatch centers as set forth in Exhibit A and made a part hereof by reference, which dispatch centers or PSAPs are operated by the governmental entities described in Exhibit A. These governmental entities are sometimes collectively referred to herein as End Users.
- k. **Go Live.** Go Live means the date of live operations beginning at Cutover.
- l. **Premises History.** A file which is created and maintained by the Client on its premises which can contain information about specific residences or locations within the service area. The information is free-form text and might include such information relating to particular premises such as hazards, directions, medical information or other items deemed useful in responding to a call.
- m. **PSAP.** Public Safety Answering Point. A physical location where a Public Safety Agency answers 9-1-1 calls. A PSAP may be Primary or Secondary. Customer may also operate a Backup PSAP which, upon activation, will act as the Primary PSAP. A Primary PSAP receives 9-1-1 calls directly from the public and is usually a Law Enforcement Agency. A Secondary PSAP receives 9-1-1 calls on a conference or

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transfer basis from other PSAPs. PSAPs are operated by government jurisdictions, agencies or authority agents responsible for handling 9-1-1 emergencies.

- n. **Specifications.** Specifications shall mean the functional requirements for the components of the CentralSquare 911 Software, including but not limited to standard user guides, system administration guides, and applicable third-party hardware vendor or manufacturer specifications.
- o. **System Acceptance.** Immediately following Go Live, CentralSquare will complete the Functional Acceptance Testing (FAT) as defined in the Statement of Work (SOW), attached hereto as Exhibit B. After successful completion of the FAT, the Parties shall execute a Task Completion Report (“TCR”) acknowledging that FAT has been successfully completed. Immediately following completion of the FAT, the Customer shall utilize the System for a fifteen (15) consecutive day period (the “Soak Period”) in order to verify operational system and functionality in a live environment. During the Soak Period it is anticipated that no Critical Priority or Urgent Priority Software Error (as those terms are defined in the appropriate Addendum in the CentralSquare 911 Software Support Agreement to be entered into concurrent with this Agreement) will be reported. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Soak Period, CentralSquare shall commence actions in accordance with the Software Support Agreement to correct the reported error. If a Critical or Urgent Software Error occurs during the first eight (8) days, following resolution of the Critical or Urgent Software Error, the fifteen (15) consecutive day period will restart. If the error occurs after the eighth (8th) day, the test will resume from the point when the error occurred once the Critical or Urgent Software Error has been resolved. System Acceptance shall be deemed to occur upon successful completion of the Soak Period.
- p. **CentralSquare 911 Documentation.** CentralSquare 911 Documentation means all documentation including but not limited to standard user documentation or manuals provided with the CentralSquare 911 Software, including all modifications or updates thereto.
- q. **CentralSquare 911 Software.** CentralSquare 911 Software means the software licenses identified in Exhibit A.

2. SOFTWARE LICENSE

2.1 CentralSquare 911 Software License

2.1.1 Upon payment of the applicable license fees hereunder, Customer is granted a non-exclusive, nontransferable, non-sublicensable right and license to use the CentralSquare 911 Software and its associated Documentation for Customer’s own internal purposes. Nothing herein shall be construed as granting Customer ownership in and to the CentralSquare 911 Software or Documentation.

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2.1.2 The CentralSquare 911 Software shall be used only on the equipment and at the locations identified in Exhibit A to this Agreement. Use of the CentralSquare 911 Software may be subsequently transferred to PSAPs maintained by Client at other locations, provided: (a) the total number of PSAPs at which the CentralSquare 911 Software is used by Client does not exceed the number of PSAPs specified in Exhibit A to this Agreement; and (b) Client provides CentralSquare with written notice ninety (90) days before such transfer. The CentralSquare 911 Software shall be used only for the processing of calls by the public to the Client's PSAPs and communications by dispatchers at such PSAPs with emergency response personnel, and shall include servicing and maintaining records for the Client, emergency service providers and the public. Client shall not permit any third party (other than those described herein) to use the CentralSquare 911 Software or to allow access to the CentralSquare 911 Software through terminals other than at the PSAPs identified in Exhibit A to this Agreement. Client shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the CentralSquare 911 Software provided to Client under this Agreement, or the CentralSquare 911 Documentation, or any third-party software provided hereunder, or permit others to do said acts, except as provided in this Agreement or the applicable license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of CentralSquare or the applicable third party. In such event, Client shall not be entitled to a refund of the license fees paid hereunder. The foregoing shall not limit any other rights or remedies of CentralSquare.

2.1.2.1 Client may make additional copies of the CentralSquare 911 Software as reasonably required for archival for backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the Confidentiality and Proprietary Rights provisions of this Agreement. Unless otherwise specified, additional CentralSquare 911 Software licenses acquired by Client subsequent to the effective date of this Agreement shall be subject to the terms and conditions of this section 2.

2.1.2.2 The CentralSquare 911 Software licenses granted in this Agreement, are for object code only and do not include a license or any rights to source code. Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to source code.

2.1.2.3 The CentralSquare 911 Software and Documentation, as well as applicable third-party software and documentation, shall not be exported outside the United States without the prior written consent of TriTech, or the applicable third-party vendor. In the event that such consent is provided, Client shall comply with the requirements for the United States Export Administration act of 1979 and any amendments thereto, and with all relevant regulations of the U.S. Department of Commerce, Bureau of Industry & Security Export Administration Regulations and any other similar laws and regulations.

2.1.3 Any third-party software (software owned or licensed by a party other than CentralSquare or TriTech) provided under this Agreement will be licensed in accordance with the applicable vendor's license terms.

2.1.4 Infringement. As the licensor of the CentralSquare 911 Software, CentralSquare will, at its expense, defend Client against any claim, action or proceeding by a third party (“Action”) for infringement by the CentralSquare 911 Software of copyright or trade secrets, provided that Client immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its sole discretion: (i) contest; (ii) settle; (iii) procure for Client the right to continue using the CentralSquare 911 Software; or (iv) modify or replace the CentralSquare 911 Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement). Client may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client’s use of the CentralSquare 911 Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, CentralSquare shall refund a prorated portion of the CentralSquare 911 Software license fee(s) paid by Client under this Agreement (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the CentralSquare 911 Software licenses granted under this Agreement shall terminate. In the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client or its employees or agents or a third party, CentralSquare will, subject to the limitations in Section 13, indemnify Client therefrom.

2.1.4.1 CentralSquare shall have no duty under this provision with respect to any Actions that result out of any claim, action or proceeding arising from or related to, infringements: (i) of third party software, including operating system software, or hardware; (ii) arising out of modifications to the CentralSquare 911 Software and/or Documentation not made by or under the direction of CentralSquare; (iii) resulting from use of the CentralSquare 911 Software to practice any method or process which does not occur wholly within the CentralSquare 911 Software; or (iv) resulting from modifications to the CentralSquare 911 Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section 2.1.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive any termination or expiration of this Agreement.

3. STATEMENT OF WORK.

3.1 Exhibit B to this Agreement provides the Statement of Work (“SOW”) which defines the processes and services for implementation of the CentralSquare 911 Software licensed under this Agreement.

4. RISK OF LOSS

4.1 Risk of loss for the deliverables to be provided under this Agreement will be borne by CentralSquare while such deliverables are in transit to the Customer’s location; thereafter, risk of loss shall be borne by the Customer.

5. PSAP INSTALLATION REQUIREMENTS

5.1 Customer agrees to and shall meet the requirements as listed in PSAP Installation Requirements attached as Exhibit C and made a part hereof by reference. Customer may void all or part of the system warranty for not meeting these requirements. The Customer must return a signed copy of Exhibit C when the location(s) stipulated in Exhibit A have met these requirements. Exhibit C must be received by CentralSquare before the CentralSquare installation team travel can be scheduled.

6. ACCESS

6.1 Customer agrees to grant reasonable right of entry to CentralSquare to enable delivery and implementation of the CentralSquare 911 system, including provision of reasonable storage space if applicable.

7. TRAINING AND FOLLOW-UP TRAINING

7.1 Customer shall be responsible for having employees, agents, supervisors, or any other personnel to be trained as provided hereinabove present and available for said training at the PSAP in accordance with the mutually agreed upon project schedule.

8. DELAYS IN SCHEDULE

8.1 In the event that the conditions or requirements, which are the responsibility of the Client, are not as represented or required, or that any delivery, installation or services must be rescheduled due to no fault of CentralSquare, Client shall be responsible for the actual costs and expenses incurred by CentralSquare in connection with any related delay or rescheduling. If CentralSquare arrives at the job site and the site is not ready for installation of CentralSquare 911, including where services provided by a telephone carrier are not in place (trunks, data circuits, database or remote diagnostic lines), causing CentralSquare to schedule another installation trip, any resulting employee labor costs and any resulting expenses will be billed to, and paid by, the Client.

9. LIMITED WARRANTY

9.1 CentralSquare 911 Software Limited Warranty. Subject to the warranty exclusions below, CentralSquare warrants the CentralSquare 911 Software and third-party products provided hereunder comprising the CentralSquare 911 system will operate together in accordance with the Specifications, for one (1) year following the Cutover Date (the "Warranty Period"). During the Warranty Period, if warranty work is necessary, CentralSquare will, at its option: (i) repair the CentralSquare 911 system in place; or (ii) accept return of components of the CentralSquare 911 system for repair or replacement. Except as otherwise provided herein, such repair or replacement, including both parts and labor, will be at CentralSquare's or its subcontractor's or vendor's expense. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. CentralSquare's entire liability for any claim, loss, damage or expense from any cause shall in no event exceed the amount of the contract price for the CentralSquare 911 system actually paid by Customer under this Agreement. Support and maintenance will be provided in accordance with

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the CentralSquare 911 Support Agreement entered into concurrent with this Agreement. This limited warranty in no way alters the exclusion of implied warranties set forth herein, and is effective only if CentralSquare or TriTech installs the CentralSquare 911 Software on the Customer's computers.

92 Limited Warranty Exclusions.

A. Software. The Parties acknowledge that the CentralSquare 911 Software is not warranted to be error-free.

B. Warranty service provided under this Agreement during the Warranty Period excludes repairs or replacements necessitated by:

- (i) damage to the CentralSquare 911 system due to fire, explosion, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to or beyond the reasonable control of CentralSquare;
- (ii) Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals or product bulletins, CentralSquare 911 manuals, and other materials provided to Customer;
- (iii) Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the CentralSquare 911 system (itself or using a third party);
- (iv) mishandling, abuse, misuses or damage to the CentralSquare 911 System by Customer or a third party;
- (v) relocation of the CentralSquare 911 System without CentralSquare's prior written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications);
- (vi) failures or changes required resulting from the local exchange or inter-exchange carrier, the power company or other transmission providers; or
- (vii) work performed by Customer on the hardware and/or software components which Customer or a third party adds or attaches to the CentralSquare 911 system without CentralSquare's prior written consent. If any excluded cause occurs, CentralSquare may, at its option:
 - (a) perform repairs at Customer's request at CentralSquare's then current charges; or
 - (b) terminate its support obligations for the CentralSquare 911 Software. Further, warranty service provided under this Agreement during

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the Warranty Period excludes the following services: (1) electrical work external to the CentralSquare 911 system; (2) such service which is impractical for CentralSquare's service representatives to render because of alterations to the equipment or its connection by mechanical or electrical means to other devices, or because of alterations to operating systems; (3) systems engineering services, programming, and operations procedures of any sort; or (4) service calls which result in "no trouble found" in the CentralSquare 911 system. Any such other services shall be performed only upon Customer's written request, at CentralSquare's then-current charges.

93 Manufacturers' Warranties. To the extent they may be passed through to Customer, any manufacturer's warranties covering all third party equipment and software to be supplied pursuant to this Agreement shall be passed through to Customer. Customer shall execute appropriate documents to obtain the benefit of any manufacturer's warranty of third party equipment and software provided herein for the period during which any applicable manufacturer's warranty is in existence.

94 EXCEPT AS EXPRESSLY SET FORTH HEREIN, CENTRALSQUARE MAKES, AND CLIENT RECEIVES, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. EXISTING SYSTEM

10.1 Customer's existing system equipment will not be disconnected, removed or disposed of by CentralSquare. If the existing system resides in the physical space required for the CentralSquare 911 system, then it shall be the responsibility of the Customer to coordinate the relocation of the existing system equipment prior to CentralSquare's arrival at the job site. Should the Customer request CentralSquare to relocate the existing system equipment, said request shall be in writing, and will be billed at the current pricing structure for material and labor requirements. Furthermore, CentralSquare shall not be held responsible for any damage to the equipment associated with relocation, or the cost of removing the equipment from the site, or disposal.

11. ALI DATABASE

11.1 It is understood that the ALI database information for use by the CentralSquare 911 Software is provided by the Client or its agent and that CentralSquare shall have no involvement with the development, maintenance or integrity of this information.

12. THIRD PARTY HARDWARE AND SOFTWARE MAINTENANCE

12.1 The CentralSquare 911 system may contain third party hardware and software, including that which the manufacturer may have embedded into the hardware provided under this Agreement. If required, Customer shall execute a third-party maintenance agreement for any third-party hardware and

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software incorporated in the CentralSquare 911 system. If applicable, said agreement will be attached as addenda hereto; however, CentralSquare shall not be a party to such third-party agreements.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 CentralSquare Indemnification Obligations. Subject to the limitations set forth in this Section 13, CentralSquare shall indemnify, defend and hold harmless Client and its employees and agents (the "Client Indemnified Parties") for, from and against any and all losses, damages, claims, actions, judgments, settlements, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees (collectively, "Losses"), that are incurred by any Client Indemnified Party pursuant to any third-party claim to the extent they arise from any wrongful or negligent act, error or omission of CentralSquare, its employees or agents, or of any subcontractor and its employees or agents, in connection with CentralSquare or any such subcontractor's performance of its obligations under this Agreement; provided, however, CentralSquare shall not be required to indemnify any Client Indemnified Party for any such Losses to the extent they arise from the negligence or wrongful act or omission of any Client Indemnified Party, and in such case CentralSquare's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2 Client Indemnification Obligations. Subject to the limitations set forth in this Section 13, Client shall indemnify, defend and hold harmless CentralSquare and its employees and agents and any subcontractor and its employees and agents (collectively the "Indemnified Parties") for, from and against any and all Losses that are incurred by any Indemnified Party pursuant to any third party claim to the extent they arise from any wrongful or negligent act, error or omission of Client, its employees or agents in connection with this Agreement or Client's use of the CentralSquare 911 System (including any use of the CentralSquare 911 System or any subsystem in contravention of the CentralSquare 911 Documentation or in contravention of any specific terms and conditions of use of any component of the CentralSquare 911 System or any subsystem); provided, however, Client shall not be required to indemnify such parties for any such Losses to the extent they were caused by the negligence or wrongful act of such Indemnified Party, and in such case Client's indemnity obligations hereunder shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3 The indemnifying Party may assume, at its sole option, control of the defense, appeal or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 13.1 or 13.2 (an "Indemnified Claim") by sending written notice of the assumption to indemnified Party on or before ten (10) business days after receipt of a claim notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct and control, through reputable independent counsel of its own choosing (which the indemnified party shall find reasonably satisfactory) and at indemnifying Party's sole expense, the settlement or defense thereof. The indemnifying Party shall give prompt written notice to the indemnified Party of any proposed settlement of the Indemnified Claim. The indemnifying Party may not, without the prior written consent of the indemnified Party, which indemnified Party shall not unreasonably withhold, condition or delay, settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise or consent does not contain any equitable order, judgment or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains or interferes with the business of indemnified Party or any of indemnified Party's affiliates.

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134 Except for actions for intellectual property right infringement (including copyright, trade secret or trademark infringement), no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either Party more than four (4) years after the cause of action has accrued.

135 EXCEPT FOR ANY CLAIMS MADE BY CENTRALSQUARE THAT CLIENT HAS INFRINGED OR MISAPPROPRIATED ANY OF CENTRALSQUARE'S OR TRITECH'S INTELLECTUAL PROPERTY RIGHTS OR THAT CLIENT HAS OTHERWISE BREACHED ITS OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS HEREIN, IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR VENDORS BE LIABLE UNDER THIS AGREEMENT OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT OR LOST OR DAMAGED SOFTWARE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

136 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF CENTRALSQUARE FOR ANY LOSSES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BY WAY OF INDEMNIFICATION, UNDER STATUTE OR OTHERWISE SHALL NOT EXCEED (I) THE CONTRACT PRICE OR (II) IN THE CASE OF BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER, THE COVERAGE LIMITS OF SUCH INSURANCE APPLICABLE TO SUCH LOSS.

14. CONFIDENTIALITY AND PROPRIETARY RIGHTS

141 The CentralSquare 911 Software and Documentation (including any portion, modification, translation, or derivative thereof), and all applicable rights in patents, copyrights, trademarks and trade secrets therein ("Confidential and Proprietary Information"), is owned or licensed by CentralSquare and is protected by United States copyright, trademark and other intellectual property laws and international property laws and treaty provisions. Client shall acquire no intellectual property ownership rights to the CentralSquare 911 Software or CentralSquare 911 Documentation.

142 Client acknowledges and agrees that the CentralSquare 911 Software and CentralSquare 911 Documentation, including but not limited to the source code, object code,

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software design, structure and organization, user interface and the engineering know-how implemented in the CentralSquare 911 Software, together with any other information identified by CentralSquare as confidential or proprietary constitute the valuable properties and trade secrets of CentralSquare or TriTech thereof, embodying substantial creative efforts and confidential information, ideas and expressions, not generally known by the public and which secure to the vendor a competitive advantage.

143 Client agrees during the term of the license granted under this Agreement, and thereafter, to hold the CentralSquare 911 Software and CentralSquare 911 Documentation, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

144 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the CentralSquare 911 Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

145 If any CentralSquare Confidential and Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall (i) provide to CentralSquare written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CentralSquare a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the CentralSquare Confidential and Proprietary Information.

146 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, CentralSquare agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to CentralSquare orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above- described legend.

147 The confidentiality obligations specified under this section 14 shall survive the termination or rescission of this Agreement.

15. INSURANCE

15.1 Beginning at the start of CentralSquare's performance under this Agreement, and ending when annual Support for CentralSquare 911 is no longer being provided to Client, CentralSquare

Insert Client Name

CentralSquare 911 Software License and Implementation Agreement

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shall maintain in force a policy of General Liability Insurance with coverage limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. A certificate of insurance naming Client as an added insured under the General Liability insurance policy will be provided.

16. DEFAULT AND TERMINATION

16.1 CentralSquare Termination Rights. CentralSquare may terminate this Agreement and the Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to CentralSquare, Client cures such failure within fifteen (15) days after written notice of such failure by CentralSquare or (b) in other cases, Client cures such failure within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect CentralSquare's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

16.1.1 In the event of any termination in accordance with Section 16.1, any subcontractors providing software licenses hereunder, if applicable, may also terminate such licenses granted to Client with respect to this Agreement.

16.2 Client Termination Rights. Client may terminate this Agreement if (i) CentralSquare fails to comply with any material term or condition of this Agreement unless (a) CentralSquare cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, CentralSquare commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) CentralSquare's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform CentralSquare's obligations under this Agreement.

16.3 Upon any termination of this Agreement, Client shall promptly (and in any event no later than thirty (30) days after such termination) and permanently remove and destroy all copies of the CentralSquare 911 Software and Documentation and any associated materials (whether residing on a computer system, Server, Workstation, in hard copy, CD-ROM, magnetic or other media, and for backup, archival copies or otherwise) and certify to CentralSquare in writing that Client has performed such actions and has not retained or permitted others to retain any such copies. Client shall perform these same procedures for removal and destruction of third party software provided under this Agreement, if applicable, and so notify CentralSquare.

17. NOTICES

17.1 Any notice or communication under this Agreement shall be in writing and shall be by U.S. Mail or telecopier to the Party receiving such communication at the address specified herein or such other address as either Party may in the future specify to the other Party. Unless specified

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by appropriate notice otherwise, notices shall be given to the respective parties as follows:

CentralSquare Technologies LLC

Attn: Contracts

4509 West 58th Street

Sioux Falls, SD 57108

Telephone: 605.274.6061

[INSERT CLIENT NAME]

Attn:

[ENTER ADDRESS]

Telephone:

18. ASSIGNMENT

18.1 Neither Party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, and then only upon such terms and conditions as both Parties may agree to set forth in writing. A merger or acquisition of all or substantially all of CentralSquare's assets shall not be considered an assignment hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. WAIVER

19.1 In the particular event that either Party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either Party, whether of the same or any other covenant, condition or obligation.

20. GOVERNING LAW

20.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of **[INSERT STATE]** without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

21. SEVERABILITY

21.1 If any provision, term, or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

22. INDEPENDENT CONTRACTOR

22.1 It is distinctly understood and agreed that the relationship of employer and employee, principal and agent, or joint venture does not and will not exist between CentralSquare and the Client, and that CentralSquare is an independent contractor of the Client.

23. FORCE MAJEURE

23.1 Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such Party's reasonable control), the actions or omissions of the other Party or its employees or agents and/or other similar occurrences beyond the Party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The Party affected by an Excusable Delay hereunder shall provide written notice to the other Party of such delay as soon as reasonably possible.

24. DISPUTE RESOLUTION

24.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at either CentralSquare's or the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

25. ENTIRE AGREEMENT

25.1 This Agreement and its Addenda or amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

26. GENERAL

26.1 This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

26.2 No modifications or amendments to this Agreement shall be binding unless in writing and executed by each of the Parties hereto.

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263 The Parties may rely on a facsimile or electronic transmission as an original version of the other Party's authorized signature to bind the other Party and satisfy any applicable contractual requirements.

EACH PARTY’S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

INSERT CLIENT NAME

CENTRAL SQUARE TECHNOLOGIES, LLC

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A**PRICING AND PAYMENT MILESTONES****Payment Milestones:**

20%	Software and Services Due at Contract Signature	\$
30%	Software and Services Due at CPE Backroom Installation	\$
30%	Software and Services Due at Completion of Pre-Go Live End User Training	\$
10%	Software and Services Due at Go Live (Cutover)	\$
10%	Software and Services Due at System Acceptance as defined herein	\$
100%	Hardware due upon order	\$
	Travel (Estimated) – to be billed as incurred	\$

MIGRATION LANGUAGE: *Customer must pay all applicable support fees for its existing [INSERT PRODUCT] system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

Installation location:

Insert Client Name

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CentralSquare 911 Software License and Implementation Agreement

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EXHIBIT B

STATEMENT OF WORK

SAMPLE

EXHIBIT C**PSAP INSTALLATION REQUIREMENTS****General Requirements:**

1. Provide a temporary, secure storage area, available for the boxes of equipment shipped to the PSAP prior to installation and accessible by install personnel.
2. Arrangements should be in place to allow the installation staff relatively free access to all pertinent areas, i.e. telephone room, equipment room, dispatch area, etc.
3. Order and provide any/all new emergency trunks, administrative lines, “make-busy” circuit or ALI/DMS data circuits from the telco AND confirm that they are installed, properly identified (tagged), tested and available for use prior to first day of install.
4. Test pilot numbers for 9-1-1 trunk circuits will need to be identified and provided by the telco for testing the 9-1-1 circuits prior to cutover.
5. Provide a dedicated telephone line to be terminated in the telephone room for each of the following features:
 - a. Each Telephony backroom hardware component provided (for remote notification/support)
 - b. Paging (If selected)
 - c. Fax ALI (If selected)
6. Order, provide and maintain high speed internet access to the system(s) for remote troubleshooting, diagnostics and repair. Schedule any network access privileges prior to install.
7. Maintain all associated Networks to Company Quality of Service (QOS) standards. Provide evidence this standard is met. A Network Assessment may be required if customer is unable to provide satisfactory evidence of meeting this standard. The cost and schedule impact of this assessment is not included in the Scope of Work.
8. Confirm that Caller ID service is ordered, tested, and available for use from the telco if this feature is desired for the administrative lines.
9. Ensure all debris, stored items, and other non-essential clutter is removed from the equipment and dispatch areas and the rooms vacuumed and surfaces wiped down.

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10. Ensure that all interface Companies (the voice logging recorder, radio and CAD, mapping) are available to support their installed hardware and software to evaluate the connectivity interfaces, and data stream to their hardware together with the E9-1-1 installation team when that event (link) occurs.
11. The radio vendor must provide radio select-audio output and telephone audio input separate tie points. These are in support of the Instant Recall Recorder.
12. The radio vendor must provide a connection point to receive dry-contact closure and 2- wire voice-transmit and 2-wire voice-receive if using the radio headset interface portion of the headset interface.
13. The logging recorder Company must provide position output for the recorder with a termination point within two feet of each workstation computer.

Requirements in the backroom equipment area: (space can be modified if necessary)

- ☐ Wall space: 720 square inches (5 square feet)
 - ☐ Floor space: 1,584 square inches (11 square feet)
 - ☐ Area space: 51,072 cubic inches (29.6 cubic feet).
 - ☐ Backroom equipment is rack-mounted in 2 racks (for up to 6 positions):
Normally: 28 inches deep x 19 inches wide x 84 inches high Worst-case: 32 inches deep x 45 inches wide x 84 inches high
 - ☐ Total weight: 336 pounds distributed throughout the two racks (rack weight included)
1. Advise CentralSquare at least two weeks prior to installation as to the type of floor (concrete, wood, raised computer floor panels, etc.). Provide clear and level floor space for bolting the racks to the floor in the equipment room.
 2. Advise CentralSquare as to type of access for cable routing is available from the equipment room to the dispatch area and demarc room to the equipment room if applicable. This access must accommodate a minimum of three (3) CAT5E or CAT6 cables to each position. Define type as raised computer flooring, suspended ceiling, conduit, or whatever accessible methodology is available. Notification must be received two (4) weeks prior to the time of installation.
 3. Provide one (1) separate dedicated breaker supported electrical receptacle on the wall directly behind the backroom equipment Rack location. This breaker is to be rated for 120 VAC @ 30 Amps. A single L5-30R twist type receptacle with cover plate shall be installed and tied to the breaker. A single L5-30R twist type receptacle and separate box will be

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required for each system and should be tested and certified prior to install team arrival. This outlet should be no more than 3 vertical feet, or 3 horizontal feet from the rack.

4. Maintain a room temperature below 80 degrees Fahrenheit (F). Total system back room heat generated should encompass approximately 15k BTUs total output. The HVAC cooling system should be rated to accept and effectively deal with this heat load in maintaining the room temperature at or around seventy (70) degrees F. The backroom equipment (specifically the computers such as the server(s)) will function best under environmental conditions of 70 degrees F or lower with a maintained humidity between 50% and 25%. All air conditioning units and/or ventilation points should be verified free of water discharge prior to installation team arrival.
5. Provide an effective and easily accessible building ground system to ensure properly protected operation of the installed systems. This ground should be within 10 feet of the equipment rack(s).
6. Provide access to the telephone demarcation point for connection to the lines available in the building. All relevant telephone lines and connections must be clearly labeled and available at the time of installation.
7. If a Computer Aided Dispatch (CAD) system is used and an interface is to be provided, the CAD Company must be available to support the evaluation of the delivered data at the time of installation.
8. Ensure that no other equipment is plugged into the backroom, UPS units utilized by the CentralSquare 911 system.
9. Ensure that any remodeling or construction in or near the backroom equipment area, controls dust and debris to prevent direct or indirect damage to system components.

Requirements at the workstation dispatch area:

- ☐ Wall space: none
 - ☐ Space required: 4,560 cubic inches (2.63 cubic feet) per dispatcher work location
1. Provide adequate available wall electrical outlets (at least two (2) rated for 120 VAC @ 20 Amps) to support workstation equipment, and located within at least three feet of the computer cabinet.
 2. Ensure that the 9-1-1 equipment is not placed on a general purpose area wide network, but uses the one installed by CentralSquare specifically designated for that function only, or uses a segregated portion of the customer network approved by CentralSquare prior to install. It is highly recommended that the installed switch be separate of any other city/county switches. It is also important that third-party software not be loaded on either the server(s) or the workstations without testing, evaluation, and the expressed written permission of CentralSquare. Taking such action without the indicated approval can result in voiding the warranties for both software and hardware.
 3. Ensure workstation equipment location is designed to maintain temperatures below 80 degrees F.
 4. Ensure that no other equipment is plugged into workstation UPS units utilized by the CentralSquare 911 Software system.
 5. Ensure that any remodeling of the PSAP area includes installation of proper lighting, heating, air-conditioning, ventilation and power; final workstation furniture (not temporary solutions); radios; logging recorder; telephone lines and data connections are in place and operational prior to installation of the E9-1-1 equipment.
 6. The Customer authorizes the drilling and placement of necessary hardware (at both the workstation area as well as the back room area) to ensure safe and common practice installation of computers, interface hardware, racks and grounding hardware in floors, sub floors, and walls as necessary. Where the Customer does not wish this to occur, a contractor acceptable to the Customer will be employed by the Customer to accomplish such processes.
 7. Provide any headsets which are used or are to be used at the workstations to be supplied by the Customer, including the appropriate headset receptacle interfaces for connection to an existing or proposed radio system.

The installation site or sites listed below, meet the requirements as listed and is/are ready for system installation:

Insert Client Name

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CentralSquare 911 Software License and Implementation Agreement

[Agency Name]

[Address 1]

[Address 2]

Signature: _____

Name: _____

Title: _____

Date: _____

(Please fax or pdf and send via email to CentralSquare)

Certificate Of Completion

Envelope Id: 0A2723AE5D834C4FA04F92C467D33A9A
 Subject: Please DocuSign: MPA 2020 LOC and CentralSquare - FINAL.pdf
 Source Envelope:
 Document Pages: 39
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill DeMars
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 bill.demars@nppgov.com
 IP Address: 24.16.218.197

Record Tracking

Status: Original
 8/5/2020 11:28:55 AM
 Holder: Bill DeMars
 bill.demars@nppgov.com

Location: DocuSign

Signer Events

David Gai
 david.gai@centralsquare.com
 Chief Customer Officer
 CentralSquare
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

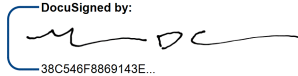
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Timestamp

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 Viewed: 8/6/2020 12:03:02 PM
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Electronic Record and Signature Disclosure:
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 ID: 01f36a5b-1096-46e0-81bf-e8309a97abf4

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

DocuSigned by:

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 Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sean Raburn
 sean.raburn@centralsquare.com
 Senior Contracts Administrator
 CentralSquare Technologies
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 8/6/2020 8:39:12 AM
 Viewed: 8/6/2020 8:40:04 AM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Kris Bordnick chris.bordnick@mynpp.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/6/2020 1:28:54 PM
Marshall Stiles marshall.stiles@mynpp.com Brand Acquisition Manager NPP Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/6/2020 1:28:55 PM Viewed: 8/6/2020 1:35:26 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2020 1:28:55 PM
Certified Delivered	Security Checked	8/6/2020 1:28:55 PM
Signing Complete	Security Checked	8/6/2020 1:28:55 PM
Completed	Security Checked	8/6/2020 1:28:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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