

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 12/01/20 Resolution Ordinance

Contact/Prepared By: _____ Date Prepared: _____

Title (Caption): An ordinance approving Amendment 2 to Contract #455783 for the provision of body camera equipment between WatchGuard, Inc. and the Metropolitan Government of Nashville and Davidson County.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input checked="" type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Tom Eddleman</u> Approved by Finance/Accounts: <u>Kevin Hartlage</u> Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>11/19/2020 5:12 PM CST</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Kevin Crumbo/16</u>

ADMINISTRATION	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
Approved by Administration: _____	Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

ORDINANCE NO. _____

An ordinance approving Amendment 2 to Contract #455783 for the provision of body camera equipment between WatchGuard, Inc. and the Metropolitan Government of Nashville and Davidson County.

WHEREAS, the Metropolitan Government entered into Contract #455783 with WatchGuard, Inc. on August 29, 2019 for the purpose of providing body camera equipment to the Metropolitan Nashville Police Department; and,

WHEREAS, the Contract commenced on August 29, 2019 and currently has a termination date of August 29, 2024; and,

WHEREAS, Amendment 2 to the contract extends the term of the agreement for sixty months from the date the amendment is filed in the office of the Metropolitan Clerk; and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, Section 5.04.020 of the Metropolitan Code requires Council approval for the lease of equipment; and,

WHEREAS, Local governments are authorized to enter into lease-purchase agreements for tangible property pursuant to Tenn. Code Ann. § 7-51-902; and,

WHEREAS, Amendment 2 will provide for Equipment-Lease Purchase Agreement #24876 to be executed and classified as Exhibit H to the Contract; and,

WHEREAS, Equipment-Lease Purchase Agreement #24876 will be entered with Motorola Solutions, Inc., which owns WatchGuard Inc.; and,

WHEREAS, approval of Amendment 2 will benefit the citizens of Nashville and Davidson County because Equipment-Lease Purchase Agreement #24876 allows for the equipment to be provided immediately to the Metropolitan Government, with payments to be made starting in 2023.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 2 to Contract #455783 between WatchGuard, Inc. and the Metropolitan Government of Nashville and Davidson County, which extends the term of the Contract and provides for Equipment-Lease Purchase Agreement #24876 to be executed and classified as Exhibit H to the Contract, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane

Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo/Ho

TE

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Lora Barkerbus Fox

Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Body Worn Camera and In-Car Camera Systems

Amendment Summary: This amendment authorizes the Equipment Lease-Purchase Agreement 24876 to be entered and classified as Exhibit H to the Contract and extends the contract term.

Contract Number: 455783 Amendment Number: 2 Solicitation Number: 1023661

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 08/29/2019 Contract Expiration Date: 05/01/2027 Contract Term: 76 Months

Previous Estimated Contract Life Value: \$19,000,000.00

Amendment Value: \$0.00 Fund: 30003

New Estimated Contract Life Value: \$19,000,000.00 BU: 31401018*

(* Actual expenses will hit across various departmental BUs and Funds at Purchase Order Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Police Department(s) Served: Metro Wide

Contractor Information

Contracting Firm: WatchGuard, Inc. ISN#: 651936

Address: 415 E Exchange Parkway City: Allen State: Texas Zip: 75002

Contractor is (Check Applicable): SBE SDV MBE WBE

Company Contact: Troy Montgomery Email Address: troy.montgomery@motorolasolutions.com

Phone #: 214-973-9681

Contractor Signatory: Troy Montgomery **Email Address:** troy.montgomery@motorolasolutions.com

Subcontractor Information

Small Business and Service Disabled Veteran Business Program:

No SBE/SDV participation Amount: N/A Percent, if applicable: N/A

Procurement Nondiscrimination Program:

No M/WBE Participation Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

MLL



**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 455783
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND WATCHGUARD, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and WATCHGUARD, INC., located in Allen, TX.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 29, 2019, Metro Contract numbered 455783, hereinafter the "CONTRACT", the parties hereby agree:

This amendment authorizes the Equipment Lease-Purchase Agreement 24876 to be entered and classified as Exhibit H to the Contract. Exhibit H shall be executed contemporaneously with this Amendment. WatchGuard agrees that it shall remain responsible for all obligations, warranties, and remedies agreed to in this contract. The parties agree that the Contract and Equipment Lease-Purchase Agreement 24876 are independent contracts, each enforceable pursuant to their own individual terms and conditions. In the event there is any conflict between the terms of Exhibit H and Contract #455783, the terms of the Exhibit H shall prevail.

This amendment also extends the term of the contract for sixty months, starting from the date this amendment is filed in the office of the Metropolitan Clerk.

This amendment shall not affect the value of the contract.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

Metropolitan Attorney

Contract Number 455783

Amendment Number #2

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

John Drake SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

WatchGuard, Inc.
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

Troy Montgomery
Signature of Company's Contracting Officer

Troy Montgomery
Officer's Name

VP of Sales
Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE kh
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Lora Barkenbus Fox BC
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

**Exhibit H to Amendment 2 for Contract 455783
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease Number: 24876

LESSEE:

Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville TN 37201

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor, Lessee, and filing in the office of the Metropolitan Clerk. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment

has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within ten (10) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such ten (10) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by a subsidiary of the Lessor, WatchGuard, Inc. pursuant to Contract #455783 (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN CONTRACT 455783, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE LESSEE FROM ENFORCING ANY REMEDIES, WARRANTIES OR MAINTENANCE AGREEMENTS AFFORDED UNDER CONTRACT 455783, AGAINST MOTOROLA SOLUTIONS, INC. OR ITS SUBSIDIARY WATCHGUARD, INC., AS THE EQUIPMENT VENDOR, AND CONTRACTOR

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States

designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) it is the intention of the parties that the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not

been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice and while accompanied by an authorized employee of the Lessee, Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. To the extent that the Lessee is unable to provide valid proof of exemption, Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. After receipt of Equipment, and to the extent permitted by Tennessee law, Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or

(b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

In the event that Lessee has self-insured, the insurance requirements above do not apply. In that case, Lessee will (1) be fully and financially responsible for any and all partial or total loss of the Equipment; (2) repair or replace said Equipment to the extent available, or so much as thereof as may be destroyed or damaged from any cause whatsoever, except for any Equipment destroyed or damaged by any action of Motorola, as soon as possible; (3) in the event the Equipment cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable Equipment to pay the portion of the obligation as may be attributable to the Equipment destroyed or damaged beyond repair; (4) to be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment to the extent permitted by Law; (5) in the event that the Lessee obtains the insurance, then, in such event, all of the terms, conditions and provisions of the Lease, regarding the applicable insurance coverage shall be applicable for the remainder of the term of the Lease; (6) notify Lessor in writing, immediately upon any loss of, or damage to, the Equipment; and (7) notify Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto. The parties acknowledge that Lessee is currently self-insured.

To the extent the Lessee decides to terminate any self-insurance arrangement, after notice of such assignment, the insurance requirements above do apply. Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Lessee agrees to work with Lessor or Lessor's subsidiary, WatchGuard, Inc to resolve any performance related issues concerning the Equipment. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due

and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option and with reasonable notice and while accompanied by an authorized employee of Lessee, may enter upon the premises where the Equipment is located and in an orderly mannertake possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, both Lessor and Lessee will remain liable for all covenants under this Lease In the event of a default, as determined by a final court order, the non-prevailing party shall be responsible for all legal fees and other costs and expenses, including court costs, incurred by prevailing party with respect to the enforcement of any of the remedies listed above or any other remedy available to either party.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. At this time, Notice of Assignment shall be made by letter to:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
Re: Contract #455783**

And shall additionally be sent by email to Michelle.Lane@nashville.gov, Terri.Ray@nashville.gov, and Lora.Fox@nashville.gov.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of Tennessee.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute after its review and approval, or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Contract #455783, Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. In the event of any conflict between the terms of this Lease and Contract #455783, the terms of the Lease shall prevail. This Lease is Exhibit H to Amendment 2 of Contract #455783.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of December, 2020.

LESSEE:
**Metropolitan Government of
Nashville and Davidson County**

LESSOR:
**MOTOROLA
SOLUTIONS, INC.**

By: See attached signature page _____

By: _____

Printed name:Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the attorney
(Printed Name of Attorney)

for the Metropolitan Government of Nashville and Davidson County, an entity duly organized and existing under the laws of the **State of Tennessee** that I have access to the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24876**, between Metropolitan Government of Nashville and Davidson County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this _____ day of December, 2020.

By: _____
(Signature of Attorney)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24876 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for Metropolitan Government of Nashville and Davidson County

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24876
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24876** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: 1/1/2021

First Payment Due Date: 1/1/2023

4 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Metropolitan Government of Nashville and Davidson County (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Lease	1/1/2021	\$ 8,938,575.98	1			
2 Lease Payment	1/1/2023	\$ 2,234,644.00	4	Annual	1/1/2026	
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
Date	Lease Payment	Interest	Principal	Balance		
Lease 1/1/2021				\$ 8,938,575.98		
1 1/1/2023	\$ 2,234,644.00	\$ -	\$ 2,234,644.00	\$ 6,703,931.98		
2 1/1/2024	\$ 2,234,644.00	\$ -	\$ 2,234,644.00	\$ 4,469,287.98		
3 1/1/2025	\$ 2,234,644.00	\$ -	\$ 2,234,644.00	\$ 2,234,643.98		
4 1/1/2026	\$ 2,234,644.00	\$ 0.02	\$ 2,234,643.98	\$ -		
Grand Totals	\$ 8,938,576.00	\$ 0.02	\$ 8,938,575.98			

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$8,323,630.45 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.065%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$8,938,575.98

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **Metropolitan Government of Nashville and Davidson County**?

3. Does the equipment replace existing equipment?
If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24876

Lease Schedule A No. : 24876

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24876. See Schedule A for a detailed Equipment List.

LESSEE:

Metropolitan Government of Nashville and Davidson
County

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION OR COUNCIL'S APPROVAL LEGISLATION

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

Received July 28, 2020
To ML 7/29/2020



CA #: _____

Date Received: _____

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Body Worn Camera and In-Car Camera Systems Contract Number: 455783 Amendment Number:

Requesting Department: Police Requesting Departmental Contact (Name & Number): John Singleton 615-862-7702

Contractor's Business Name: WatchGuard, Inc. (a Motorola Solutions Company) Name of Contract Signatory: Troy Montgomery

Contract Signatory Email Address: Troy.Montgomery@motorolasolutions.com

Address: 415 E. Exchange Parkway City: Allen ST: Texas Zip: 75002

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 31401018 Fund #: 30003 Any Other Accounting Info: _____

Department Requester: *John Singleton*

Michelle A. Hernandez Lane

7/31/2020 | 2:58 PM CDT

Requesting Department Director's Signature of Approval

Date

Certificate Of Completion

Envelope Id: C7735AF0AF4E4D50811932E2C09460E8	Status: Completed
Subject: Contract Amendment Request Form for MNPD - A2021008 - Watchguard	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 7/29/2020 8:31:14 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
--	---	--------------------

Signer Events

Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Sent: 7/29/2020 8:37:05 AM Viewed: 7/29/2020 12:31:10 PM Signed: 7/31/2020 2:58:24 PM
Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None)	Sent: 7/31/2020 2:58:24 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Singleton John.Singleton@nashville.gov Police IT Security Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/31/2020 2:58:25 PM Viewed: 7/31/2020 4:22:18 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/31/2020 2:58:25 PM
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

PRG
prg@nashville.gov
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/31/2020 2:58:25 PM
Resent: 7/31/2020 2:58:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Terri L. Ray
Terri.Ray@nashville.gov
Senior Procurement Officer
Metropolitan Government of Nashville and Davidson
County
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 7/31/2020 2:58:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/31/2020 2:58:26 PM
Certified Delivered	Security Checked	7/31/2020 2:58:26 PM
Signing Complete	Security Checked	7/31/2020 2:58:26 PM
Completed	Security Checked	7/31/2020 2:58:26 PM

Payment Events	Status	Timestamps
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Contract Amendment Abstract

Contract Amendment Information

Contract Title: Body Worn Camera and In-Car Camera Systems

Amendment Summary: This amendment replaces Exhibit G (Three Party Escrow Service Agreement) to the contract to reflect modified language.

Contract Number: 455783 Amendment Number: 1 Solicitation Number: 1023661

Type of Contract: IDIQ Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 08/29/2019 Contract Expiration Date: 08/28/2024 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$19,000,000.00

Amendment Value: \$0.00

Fund: 30003

New Estimated Contract Life Value: \$19,000,000.00

BU: 31401018*

(* Actual expenses will hit across various departmental BUs and Funds at Purchase Order Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Police Department(s) Served: Metro Wide

Contractor Information

Contracting Firm: WatchGuard, Inc.

ISN#: 651936

Address: 415 E Exchange Parkway

City: Allen

State: Texas

Zip: 75002

Contractor is (Check Applicable): SBE SDV MBE WBE

Company Contact: Troy Montgomery

Email Address: troy.montgomery@motorolasolutions.com

Phone #: 214-973-9681

Contractor Signatory: Troy Montgomery **Email Address:** troy.montgomery@motorolasolutions.com

Subcontractor Information

Small Business and Service Disabled Veteran Business Program:

No SBE/SDV participation

Amount: N/A

Percent, if applicable: N/A

Procurement Nondiscrimination Program:

No M/WBE Participation

Amount: N/A

Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: N/A

Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

MLL



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 455783
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND WATCHGUARD, INC.**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and WATCHGUARD, INC., located in Allen, TX.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated August 29, 2019, Metro Contract numbered 455783, hereinafter the "CONTRACT", the parties hereby agree:

This amendment replaces Exhibit G (Three Party Escrow Service Agreement) to the contract to reflect modified language.

This amendment shall not affect the term or value of the contract.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 455783

Amendment Number #1

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Steve Anderson SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

WatchGuard, Inc.
Company Name

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**

Michelle A. Hernandez Lane JLR
Purchasing Agent Purchasing

Troy Montgomery
Signature of Company's Contracting Officer

Troy Montgomery
Officer's Name

VP of Sales
Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto KM RS
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BC
Metropolitan Attorney Insurance

John Cooper KW
Metropolitan Mayor COO

ATTESTED:

Elizabeth Waites 1/29/2020
Metropolitan Clerk Date

| 2:50 PM CST



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

THREE-PARTY ESCROW SERVICE AGREEMENT

1. Introduction

This Three Party Escrow Service Agreement (the "**Agreement**") is entered into by and between WatchGuard, Inc. (the "**Depositor**"), and by the Metropolitan Government of Nashville and Davidson County (the "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "**Party**" or collectively as the "**Parties**" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement ("**Services**"). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("**License Agreement**") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor's responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary's responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Depositor shall be responsible for payment ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"), provided that the Parties have selected the Depositor as the Paying Party in such Work Request and have provided the Depositor's billing contact information. For the avoidance of doubt, Iron Mountain will solely rely on the Party provided in the Paying Party Billing Contact Table of the Agreement, Exhibit A, Exhibit E, or any valid Work Request or SOW as the Paying Party for fees associated with Services requested pursuant to such document. All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account. The Parties acknowledge and agree that upon the expiration or termination of the master contract between Depositor and Beneficiary, Beneficiary will have no further obligations under this Agreement other than those set forth in Exhibit C of this Agreement, in the event Beneficiary issues a release Work Request.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to

present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. **Limitation of Liability**

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO \$250,000.00 (USD), TO THE EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT TO THE BENEFICIARY. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BENEFICIARY CANNOT LIMIT LIABILITY TO AN EXTENT THAT IS INCONSISTENT WITH T.C.A. §12-3-701.

12. **Consequential Damages Waiver**

TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. **General**

- (a) **Purchase Orders.** In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of Tennessee, USA, without giving effect to the principles of conflicts of laws.
- (d) **Authorized Person(s).** Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) **Right to Rely on Instructions.** With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) **Force Majeure.** No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) **No Waiver.** No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any

successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.

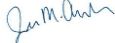
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be paid by Depositor.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Intentionally Omitted.
- (o) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide Iron Mountain with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.


(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Jenna Andrews, Corporate Counsel
Customer: WatchGuard, Inc.
Date: November 26, 2019

Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery

Name: Melba Thomas, Contracts Specialist
Date: November 26, 2019

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – NOTICES TABLES AND EXHIBITS FOLLOW)

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Fax Number	
Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number	
-------------------------------	--

Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Three-Party Escrow Service Agreement.	\$2,700	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,200
<input checked="" type="checkbox"/> Beneficiary Fee (Required at Setup)	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$950
<input type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$3,000	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$6,000 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input checked="" type="checkbox"/> Custom Contract Fee	Custom contract changes to Iron Mountain templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$950	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – PAYING PARTY SIGNATURE PAGE FOLLOWS)

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to jpmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit B**Deposit Material Description**

(This document must accompany each submission of Deposit Material)

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name	Version
Hardware required	
Software required	
Other required information	

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 6111 Live Oak Parkway
 Norcross, GA 30093
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (ii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iii) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement until the scheduled termination or expiration of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

A2020037

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



RECEIVED
DEC 18 2019
BY: J.C. to ML 12-18-19

CA #:
Purchasing Log #:

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contact Title: Police IT Director Contract Number: 455783 Amendment Number: 1
Requesting Department: Police IT Requesting Departmental Contact (Name & Number): John Singleton
615-862-7451

Contractor's Business Name: WatchGuard, Inc Name of Contract Signatory: Troy Montgomery

Contract Signatory Email Address: troy.montgomery@motorolasolutions.com

Address: 415 E Exchange Parkway City: Allen ST: Texas Zip: 75002

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
<input checked="" type="checkbox"/> Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION

BU Number: 31401018 Fund #: 40018 Any Other Accounting Info: _____

Requesting Department Director's Signature of Approval

Date

[Handwritten Signature]

12-16-19

To be completed by the Procurement Division

Contract Amendment is Approved

Contract Amendment is Denied

PURCHASING AGENT

Date

Michael J. Hernandez

Other Justification:

Metro Government – WatchGuard – Iron Mountain – Source Code Escrow Agreement

WatchGuard is absorbing all escrow costs including the beneficiary fees.

There is no cost associated with the amendment per Terri Ray (Finance Procurement).



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

THREE-PARTY ESCROW SERVICE AGREEMENT

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between WatchGuard, Inc. (the “**Depositor**”), and by the Metropolitan Government of Nashville and Davidson County (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement (“**Services**”). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary’s responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "ITAR"), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Depositor shall be responsible for payment ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"), provided that the Parties have selected the Depositor as the Paying Party in such Work Request and have provided the Depositor's billing contact information. For the avoidance of doubt, Iron Mountain will solely rely on the Party provided in the Paying Party Billing Contact Table of the Agreement, Exhibit A, Exhibit E, or any valid Work Request or SOW as the Paying Party for fees associated with Services requested pursuant to such document. All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account. The Parties acknowledge and agree that upon the expiration or termination of the master contract between Depositor and Beneficiary, Beneficiary will have no further obligations under this Agreement other than those set forth in Exhibit C of this Agreement, in the event Beneficiary issues a release Work Request.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its rights to

present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO \$250,000.00 (USD), TO THE EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT TO THE BENEFICIARY. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BENEFICIARY CANNOT LIMIT LIABILITY TO AN EXTENT THAT IS INCONSISTENT WITH T.C.A. §12-3-701.

12. Consequential Damages Waiver

TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. General

- (a) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) Choice of Law. The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of Tennessee, USA, without giving effect to the principles of conflicts of laws.
- (d) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) Notices. Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any

successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.

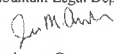
- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be paid by Depositor.
- (m) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) Disputes. Intentionally Omitted.
- (o) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide Iron Mountain with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

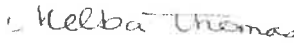
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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Jenna Andrews, Corporate Counsel
Customer: WatchGuard, Inc.
Date: November 26, 2019

**Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery**

**Name: Melba Thomas, Contracts Specialist
Date: November 26, 2019**

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Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Fax Number	
Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number

Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Three-Party Escrow Service Agreement.	\$2,700	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,200
<input checked="" type="checkbox"/> Beneficiary Fee (Required at Setup)	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$950
<input type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$3,000	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$6,000 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input checked="" type="checkbox"/> Custom Contract Fee	Custom contract changes to Iron Mountain templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$950	N/A
Additional Verification Services (Fees based on Statement of Work)			
Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – PAYING PARTY SIGNATURE PAGE FOLLOWS)

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit B**Deposit Material Description**

(This document must accompany each submission of Deposit Material)

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 6111 Live Oak Parkway
 Norcross, GA 30093
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "**Release Conditions**"):

- (i) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (ii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary's certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor's Authorized Person shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("**Contrary Instructions**"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iii) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor's Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement until the scheduled termination or expiration of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No., Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's Syndicate No. 4711</td> <td>AA1120090</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 4711	AA1120090	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lloyd's Syndicate No. 4711	AA1120090														
INSURER B: Liberty Mutual Fire Ins Co	23035														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570077921043 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169079	07/01/2019	07/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$250,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COM/OP AGG: \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-641-005169-019	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WA764D005169089 All other States WC7641005169099 WI	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
A	E&O-MPL-Primary			FSCE01900661	07/01/2019	07/01/2020	Each Claim: \$1,000,000 Policy Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract Purchase Agreement 455783,0. METRO, it officials, officers, employees, and volunteers are included as Additional Insureds under the General Liability and Automobile Liability policies on a primary basis where required in writing and executed contract. E&O-MPL-Primary includes Technology Errors and Omissions Liability Insurance including Cyber Liability. WatchGuard, Inc., a subsidiary of Motorola Solutions, Inc., is an Additional Named Insured under the policies herein.

CERTIFICATE HOLDER The Metropolitan Government of Nashville and Davidson County (METRO) Department of Law-Risk Management Metropolitan Courthouse, Suite 108 PO Box 196300 Nashville TN 37219-6300 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570077921043

POLICY NUMBER: TB2-641-005169-079

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS2-641-005169-019

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.





Certificate Of Completion

Envelope Id: E29DF78DEF3B46C2AFBC0296070BD534	Status: Sent
Subject: Metro Contract 455783 Amendment 1 with WatchGuard, Inc. (Police)	
Source Envelope:	
Document Pages: 32	Signatures: 7
Certificate Pages: 18	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
12/27/2019 2:39:10 PM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/27/2019 2:48:50 PM Viewed: 12/27/2019 3:00:01 PM Signed: 12/27/2019 3:03:00 PM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/27/2019 3:03:03 PM Viewed: 12/30/2019 11:59:58 AM Signed: 1/6/2020 2:11:31 PM
Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/6/2020 2:13:08 PM ID: a50aff71-d474-47c3-b223-4dfc70630b37		Sent: 1/6/2020 2:11:34 PM Viewed: 1/6/2020 2:13:08 PM Signed: 1/6/2020 2:14:02 PM
Richie Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/8/2020 1:49:47 PM ID: d1917214-64ba-4e57-a8bc-caf3b14db9c5		Sent: 1/6/2020 2:14:05 PM Resent: 1/8/2020 12:34:53 PM Viewed: 1/8/2020 1:49:47 PM Signed: 1/8/2020 1:51:04 PM

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

Troy Montgomery

troy.montgomery@motorolasolutions.com

VP of Sales

WatchGuard, Inc.

Security Level: Email, Account Authentication
(None)*Troy Montgomery*Signature Adoption: Pre-selected Style
Using IP Address: 173.172.108.152

Sent: 1/8/2020 1:51:07 PM

Viewed: 1/13/2020 11:23:12 AM

Signed: 1/13/2020 11:25:30 AM

Electronic Record and Signature Disclosure:

Accepted: 1/13/2020 11:23:12 AM

ID: d0602a59-b560-4b5d-8390-32aa2ac4a8e7

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent

Metro

Security Level: Email, Account Authentication
(None)*Michelle A. Hernandez Lane*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 1/13/2020 11:25:33 AM

Viewed: 1/14/2020 12:42:24 PM

Signed: 1/14/2020 12:42:30 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve Anderson

steve.anderson@nashville.gov

Security Level: Email, Account Authentication
(None)*Steve Anderson*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.104

Sent: 1/14/2020 12:42:33 PM

Viewed: 1/16/2020 4:46:35 PM

Signed: 1/16/2020 4:46:49 PM

Electronic Record and Signature Disclosure:

Accepted: 1/16/2020 4:46:35 PM

ID: 8063d451-cd8e-4355-ab23-707a7690d1f9

Kim McDoniel

Kim.McDoniel@nashville.gov

Security Level: Email, Account Authentication
(None)*Kim McDoniel*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 1/16/2020 4:46:52 PM

Viewed: 1/16/2020 7:04:25 PM

Signed: 1/16/2020 7:05:32 PM

Electronic Record and Signature Disclosure:

Accepted: 1/16/2020 7:04:25 PM

ID: 148024a5-f6fa-43d4-b812-6727fb9a8582

Kevin Cumbo/tlo

talia.lomaxod Neal@nashville.gov

Security Level: Email, Account Authentication
(None)*Kevin Cumbo/tlo*Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

Sent: 1/16/2020 7:05:35 PM

Viewed: 1/17/2020 7:48:10 AM

Signed: 1/17/2020 7:48:22 AM

Electronic Record and Signature Disclosure:

Accepted: 1/17/2020 7:48:10 AM

ID: a75fbfe4-d12d-4cfb-a152-e4b5b0e8cc50

Sally Palmer

sally.palmer@nashville.gov

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 170.190.198.100

Sent: 1/17/2020 7:48:25 AM

Viewed: 1/17/2020 8:13:21 AM

Signed: 1/17/2020 8:17:59 AM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2020 8:16:26 AM

ID: 1007aead-eba9-43e9-9109-cbdd3c075dfd

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 1/17/2020 8:18:03 AM Viewed: 1/21/2020 11:31:02 AM Signed: 1/21/2020 12:44:13 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/21/2020 12:42:00 PM ID: 62d03240-83a8-41b3-b9cb-3d9ebffc1cd5</p>		
<p>Macy Amos cynthia.gross@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Macy Amos</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 1/21/2020 12:44:16 PM Viewed: 1/22/2020 12:19:08 PM Signed: 1/22/2020 12:20:46 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/22/2020 12:19:08 PM ID: 584a82b1-36df-4031-b898-d7b33fcb42b</p>		
<p>Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>KW</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 1/22/2020 12:20:49 PM Viewed: 1/23/2020 4:35:57 PM Signed: 1/28/2020 5:58:18 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/28/2020 5:58:04 PM ID: dfa1fe75-3ebe-4296-8e0d-52a142bc0ee0</p>		
<p>John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>John Cooper</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 1/28/2020 5:58:22 PM Viewed: 1/29/2020 10:12:41 AM Signed: 1/29/2020 10:12:55 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/29/2020 10:12:41 AM ID: 85e92c33-0bb7-4576-99eb-13f52acc9ace</p>		
<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 1/29/2020 10:12:59 AM Viewed: 1/29/2020 2:50:00 PM Signed: 1/29/2020 2:50:05 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 1/29/2020 2:50:00 PM ID: 1097dc72-2880-4d02-bd33-692d6e89bf99</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/21/2020 8:10:56 AM ID: 9d3ddd04-6833-4fd5-8f03-427109bf4f18		Sent: 1/17/2020 8:18:01 AM Resent: 1/21/2020 12:40:58 PM Viewed: 1/17/2020 8:18:33 AM
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/29/2020 2:50:09 PM
--	---	----------------------------

John Eslick
john.eslick@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Malnati Jackson
Jackson.Malnati@ironmountain.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Singleton
John.Singleton@nashville.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rod McDonald
rod.mcdonald@motorolasolutions.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ethel Benhoff
ethel.benhoff@motorolasolutions.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Madeline Powell
madeline.powell@motorolasolutions.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/29/2020 2:50:09 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

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Contract Information

Contract & Solicitation Title: Body Worn Camera and In-Car Camera Systems

Contract Summary: Contractor agrees to provide body worn and in-car camera systems.

Contract Number: 455783 Solicitation Number: 1023661 Requisition Number: N/A

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: IDIQ Contract **Requires Council Legislation:** No

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 09/01/2019 Estimated Expiration Date: 08/31/2024 Contract Term: 60 months

Estimated Contract Life Value: \$19,000,000.00 Fund: 30003 BU: 31401018^{*}

(^{*} Actual expenses will hit across various departmental BUs and Funds at Purchase Order Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Troup BAO Staff: Christopher Wood

Procuring Department: Police Department(s) Served: Metro Wide

ml

Prime Contractor Information

Prime Contracting Firm: WatchGuard, Inc. E1#: 651936

Address: 415 E Exchange Parkway City: Allen State: Texas Zip: 75002

Prime Contractor is (Check Applicable): SBE SDV MBE WBE

Prime Company Contact: Troy Montgomery Email Address: troy.montgomery@motorolasolutions.com

Phone #: 214-973-9681

Prime Contractor Signatory: Troy Montgomery **Email Address:** troy.montgomery@motorolasolutions.com

Disadvantaged Business Participation for Entire Contract*Small Business and Service Disabled Veteran Business Program:*No SBE/SDV participation Amount: N/A Percent, if applicable: N/A*Procurement Nondiscrimination Program:*No M/WBE Participation Amount: N/A Percent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
<u>Axon Enterprise</u>	<input type="checkbox"/>	<u>250</u>	<u>N/A</u>	<u>Evaluated but not selected</u>
<u>GovDirect</u>	<input type="checkbox"/>	<u>218</u>	<u>N/A</u>	<u>Evaluated but not selected</u>
<u>WatchGuard Video</u>	<input type="checkbox"/>	<u>300</u>	<u>N/A</u>	<u>Awarded</u>
<u>COBAN Research</u>	<input type="checkbox"/>	<u>35</u>	<u>N/A</u>	<u>Evaluated but not selected</u>

Contract Abstract

Summary of Offer (Continued)

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Brite Computer	<input type="checkbox"/>	20	N/A	Evaluated but not selected
Digital Ally	<input type="checkbox"/>	15	N/A	Select from the Following:
Infinite Information	<input type="checkbox"/>	10	N/A	Select from the Following:
L-3 Communication	<input type="checkbox"/>	12	N/A	Select from the Following:
Motorola	<input type="checkbox"/>	13	N/A	Select from the Following:
Municipal Emergency	<input type="checkbox"/>	10	N/A	Select from the Following:
ProLogic ITS	<input type="checkbox"/>	10	N/A	Select from the Following:
Utility Associates	<input type="checkbox"/>	17	N/A	Select from the Following:

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **WatchGuard, Inc.** ("CONTRACTOR") located at **415 E Exchange Parkway, Allen, TX 75002**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - ISA Terms and Conditions*
 - *Exhibit C - WatchGuard Service Level Agreement*
 - *Exhibit D - SaaS Agreement*
 - *Exhibit E - Vista No-Fault 3 Year Extended Hardware Warranty*
 - *Exhibit F - Limited In-Car Hardware Warranty*
 - *Exhibit G - Three Party Escrow Service Agreement*
- *The solicitation documentation for RFQ# 1023661 and affidavit(s) (all made a part of this contract by reference),*
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide body worn and in-car camera systems.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$19,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance Inclusive of Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars and two million (\$2,000,000.00) in the aggregate.

7.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars combined single limit (if CONTRACTOR will be making on-site deliveries)

7.4. Technology Errors and Omissions Liability Insurance including Cyber Liability

In the amount of one million (\$1,000,000.00) dollars and three million (\$3,000,000.00) in the aggregate.

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision under the General Liability policy that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In the event of a claim from a third party naming METRO with allegations arising directly out of the products and/or services rendered by Motorola under this contract, METRO reserves the right to request the Contractor to provide access to any and all policy(ies) required by these minimum insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-METRO) information before providing access to the policies.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions under Contractor's insurance policies will be the sole obligation of Contractor.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon

METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense

of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security

management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the

negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 455783

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: WatchGuard, Inc.

Attention: Troy Montgomery

Address: 415 E. Exchange Parkway

City, State Zip Code: Allen, TX 75002

Telephone: 800-605-6734

Fax: 214-383-9661

E-mail: troy.montgomery@motorolasolutions.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Troy Montgomery

Attention: Troy Montgomery

Address: 415 E Exchange Parkway

City, State Zip Code: Allen, TX 75002

Email Address: troy.montgomery@motorolasolutions.com

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Contract Number 455783

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

Steve Anderson SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

watchGuard, Inc.
Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane TRT
Purchasing Agent Purchasing

Troy Montgomery
Signature of Company's Contracting Officer

Troy Montgomery
Officer's Name

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomas O'Dneal UAT DE
Director of Finance OMB BA

VP of Sales
Officer's Title

APPROVED AS TO FORM AND LEGALITY:

Mary Amos BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 8/29/2019 | 8:51 AM CDT
Metropolitan Clerk Date

EXHIBIT A - PRICING

Body Worn Camera Solution				
Line No.	Description	Unit	Unit Price	Additional Notes
1	Body Worn Camera Devices	Each	\$ 650.00	VISTA HD WiFi Wearable Camera (Includes Mounting Hardware / 1 Year Warranty)
2	Magnetic Mount for uniform shirt	Each	\$ -	Line item cost included in other items of bid over the life of the agreement. Choice of mount is included in the Body Worn Camera Package.
3	Magnetic Mount for uniform jacket	Each	\$ -	Line item cost included in other items of bid over the life of the agreement. Choice of mount is included in the Body Worn Camera Package.
4	BWC Extended Warranty w/advanced replacement- year 1 (3 YEAR PLAN)	Each	\$ 375.00	Warranty, VISTA WiFi, 3-Year No-Fault
5	BWC Extended Warranty w/advanced replacement- year 2	Each		
6	BWC Extended Warranty w/advanced replacement- year 3	Each		
7	BWC Extended Warranty w/advanced replacement- year 4	Each	\$ 180.00	
8	BWC Extended Warranty w/advanced replacement- year 5	Each	\$ 235.00	
9	Multi-unit dock - (8 Bays)	Each	\$ 1,250.00	VISTA HD 8 Bay Ethernet Transfer Station
10	Multi-unit dock - (8-Bays) Extended Warranty w/advanced replacement- year 1	Each	\$ -	Line item not needed for solution over the life of the agreement.
11	Multi-unit dock - (8-Bays) Extended Warranty w/advanced replacement- year 2	Each	\$ -	Line item not needed for solution over the life of the agreement.
12	Multi-unit dock - (8-Bays) Extended Warranty w/advanced replacement- year 3	Each	\$ -	Line item not needed for solution over the life of the agreement.
13	Multi-unit dock - (8-Bays) Extended Warranty w/advanced replacement- year 4	Each	\$ -	Line item not needed for solution over the life of the agreement.
14	Multi-unit dock - (8-Bays) Extended Warranty w/advanced replacement- year 5	Each	\$ -	Line item not needed for solution over the life of the agreement.
15	Body Worn Camera Implementation	L.S.	\$ -	Line item cost included is other items of bid over the life of the agreement.
16	Any additional cost required for the proposed BWC solution to provide GPS coordinates with the video.	L.S.	\$ -	GPS Coordinates for the Body Worn solution is at no cost to Metro over the life of the agreement.
17	Any additional cost required for the proposed BWC solution not mentioned above	Each	\$ 70.00	Includes USB upload and charging base.
18	Percentage Discount off Body Worn Camera Catalog Pricing (Based off Estimated Annual Purchases)		5%	

EXHIBIT A - PRICING

In-Car Camera System Solution				
Line No.	Description	Unit	Unit Price	Additional Notes
19	InCar Camera System with one(1) front facing camera, one(1) back seat camera, integration with BWC, and automatic activation of cameras upon blue light, siren, and gunlock for the InCar cameras, and all equipment/software necessary to register/sync BWC's with the host InCar camera system.	Each	\$ 4,295.00	4RE High Definition In-Car Video System Includes: Panoramic HD Front Camera, Separate Back Seat Camera, Integrated GPS, Crash Detection, DVR with integrated 200GB automotive grade hard drive, 16GB USB drive, 4.3" touch screen remote display control panel, Cabin Microphone, Hi-Fi Wireless Microphone Kit, All mounting hardware and cabling and accessories needed for installation, and a 3-year warranty on ALL in-car components.
20	Any software/licensing required for the In-Car/BWC functionality for user control of cameras, categorization, playback of video, and uploading video.	Each	\$ -	Software/Licensing for the In-Car Cameras is not needed for the solution over the life of the agreement.
21	Vehicle mounted charging/upload BWC dock	Each	\$ 200.00	VISTA, VISTA HD, WiFi Charging Radio Base Station
22	InCar Camera System Extended Warranty w/advanced replacement- year 1	Each	\$ -	In-Car Camera System Extended Warranty w/ advanced replacement for years 1-3 is included at no cost to Metro over the life of the agreement. (not a no-fault warranty) Includes all components.
23	InCar Camera System Extended Warranty w/advanced replacement- year 2	Each	\$ -	In-Car Camera System Extended Warranty w/ advanced replacement for years 1-3 is included at no cost to Metro over the life of the agreement. (not a no-fault warranty) Includes all components.
24	InCar Camera System Extended Warranty w/advanced replacement- year 3	Each	\$ -	In-Car Camera System Extended Warranty w/ advanced replacement for years 1-3 is included at no cost to Metro over the life of the agreement. (not a no-fault warranty) Includes all components.
25	InCar Camera System Extended Warranty w/advanced replacement- year 4	Each	\$ 250.00	Warranty, 4RE, In-Car 4th Year (Months 37-48) at \$250.00 per vehicle
26	InCar Camera System Extended Warranty w/advanced replacement- year 5	Each	\$ 300.00	Warranty, 4RE, In-Car 5th Year (Months 49-60) at \$300.00 per vehicle
27	In-Car Camera Implementation	L.S.	\$ -	In-Car Camera Implementation is included in other items of the bid over the life of the agreement.
28	Any additional cost required for the proposed InCar solution to provide GPS coordinates with the video.	L.S.	\$ -	GPS Coordinates for the In-Car solution is at no cost to Metro over the life of the agreement.
29	Any additional cost required for the proposed InCar Camera solution not mentioned above	L.S.	\$ 270.00	Includes 4RE, VISTA, Smart PoE Switch at \$200.00 a piece, which connects the 4RE In-Car Video System to the VISTA HD WiFi wearable camera in the vehicle. It also includes VISTA QuickConnect Charges at \$70.00 a piece, which offer a quick release charging option for the VISTA HD WiFi within the vehicle. With the QuickConnect charger the officers will not need to take off their VISTA in the vehicle if charging is needed.
30	Percentage Discount off In-Car Camera Catalog Pricing (Based off Estimated Annual Purchases)		5%	

EXHIBIT A - PRICING

Video Evidence Management System (VEMS)				
Line No.	Description	Unit	Unit Price	Additional Notes
31	Per Device licensing cost per BWC - year 1	Each	\$ 121.84	Per VISTA WIFI purchased with 4RE In-car system discounted to \$71.25 each Per VISTA WIFI purchased without 4RE In-car system discounted to \$142.50 each. Applying the catalog price with 5% discount across 870 4RE's and 2130 VISTA WIFI's brings unit price to \$121.84.
32	Per Device licensing cost per BWC - year 2	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
33	Per Device licensing cost per BWC - year 3	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
34	Per Device licensing cost per BWC - year 4	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
35	Per Device licensing cost per BWC - year 5	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
36	Per Device licensing cost per InCar system - year 1	Each	\$ 142.50	This line item includes the Evidence Library 4 - 4RE Device License.
37	Per Device licensing cost per InCar system - year 2	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
38	Per Device licensing cost per InCar system - year 3	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
39	Per Device licensing cost per InCar system - year 4	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
40	Per Device licensing cost per InCar system - year 5	Each	\$ -	Evidence Library 4 is only a 1-time fee; therefore, it does not require re-occurring payments over the life of the contract.
41	Software/Support Maintenance VEMS - year 1	Each	\$ -	The first year of Software Support/Maintenance is included at not cost to Metro over the life of the agreement.
42	Software/Support Maintenance VEMS - year 2	Each	\$ 100.00	This line item includes Evidence Library 4 Software Maintenance w/ basic cloud-share (24 shares per device) at \$100.00 per device.
43	Software/Support Maintenance VEMS - year 3	Each	\$ 100.00	This line item includes Evidence Library 4 Software Maintenance w/ basic cloud-share (24 shares per device) at \$100.00 per device.
44	Software/Support Maintenance VEMS - year 4	Each	\$ 100.00	This line item includes Evidence Library 4 Software Maintenance w/ basic cloud-share (24 shares per device) at \$100.00 per device.
45	Software/Support Maintenance VEMS - year 5	Each	\$ 100.00	This line item includes Evidence Library 4 Software Maintenance w/ basic cloud-share (24 shares per device) at \$100.00 per device.
46	Video Evidence Management System Implementation	L.S.	\$ 1,000.00	This is the one-time Evidence Library 4 Site License fee.
47	Any additional cost required for the proposed Video Evidence Management System not mentioned above (removed)	L.S.		

EXHIBIT A - PRICING

48	Percentage Discount off VEMS Catalog Pricing (Based off Estimated Annual Purchases)		5%	
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VEMS Interfaces				
Line No.	Description	Unit	Unit Price	Additional Notes
49	Active Directory Interface for authentication and access rights	L.S.	\$ -	Line Item cost included in other items of bid over the life of the agreement.
50	CAD Integration costs	L.S.	\$ 5,200.00	
51	RMS Integration costs	L.S.	\$ 5,200.00	
52	Court Integration costs	L.S.	\$ 5,200.00	
53	Interface Licensing - all interfaces - year 1	Each	\$ 144.00	Watchguard updated cost to \$12 per month per assigned device. This line item cost is for the continued maintenance and support of the CAD, RMS and Court Integration services.
54	Interface Licensing - all interfaces - year 2	Each	\$ 144.00	Watchguard updated cost to \$12 per month per assigned device. This line item cost is for the continued maintenance and support of the CAD, RMS and Court Integration services.
55	Interface Licensing - all interfaces - year 3	Each	\$ 144.00	Watchguard updated cost to \$12 per month per assigned device. This line item cost is for the continued maintenance and support of the CAD, RMS and Court Integration services.
56	Interface Licensing - all interfaces - year 4	Each	\$ 144.00	Watchguard updated cost to \$12 per month per assigned device. This line item cost is for the continued maintenance and support of the CAD, RMS and Court Integration services.
57	Interface Licensing - all interfaces - year 5	Each	\$ 144.00	Watchguard updated cost to \$12 per month per assigned device. This line item cost is for the continued maintenance and support of the CAD, RMS and Court Integration services.
58	Interface Software Maintenance - All interfaces - year 1	Each	\$ -	Line item cost included in other items of bid over the life of the agreement.
59	Interface Software Maintenance - All interfaces - year 2	Each	\$ -	Line item cost included in other items of bid over the life of the agreement.
60	Interface Software Maintenance - All interfaces - year 3	Each	\$ -	Line item cost included in other items of bid over the life of the agreement.
61	Interface Software Maintenance - All interfaces - year 4	Each	\$ -	Line item cost included in other items of bid over the life of the agreement.
62	Interface Software Maintenance - All interfaces - year 5	Each	\$ -	Line item cost included in other items of bid over the life of the agreement.
63	Any additional cost required for the proposed VEMS Interfaces not mentioned above	L.S.	\$ -	There is no additional costs for VEMS Interfaces.

EXHIBIT A - PRICING

Video Redaction Software				
Line No.	Description	Unit	Unit Price	Additional Notes
64	Redaction Software	Each	\$ 3,995.00	
65	Redaction Software licensing, per user	Each	\$ -	Line item not needed for solution over the life of the agreement.
66	Redaction Software Maintenance/Support - year 1	Each	\$ 785.00	
67	Redaction Software Maintenance/Support - year 2	Each	\$ 785.00	
68	Redaction Software Maintenance/Support - year 3	Each	\$ 785.00	
69	Redaction Software Maintenance/Support - year 4	Each	\$ 785.00	
70	Redaction Software Maintenance/Support - year 5	Each	\$ 785.00	
71	Any additional cost required for the proposed Redaction Solution not mentioned above	L.S.		

Installation Service:				
Line No.	Description	Unit	Unit Price	Additional Notes
72	Installation Services per vehicle	Each	\$ 400.00	4RE System Installation, In-Car (per Unit Charge)
73	Video Evidence Management System Installation services (per day), including planning, configuration, and dock/device management setup.	Each	\$ 1,000.00	
74	Any additional cost required for installation services not mentioned above	L.S.	\$ -	There are no additional costs for Installation Services

Training Services				
Line No.	Description	Unit	Unit Price	Additional Notes
75	Systems Administrators and troubleshooting Training	Day	\$ 800.00	Systems Administration and Troubleshooting Training
76	User Training - Train the Trainer	Day	\$ 800.00	User Training
77	Redaction Training per user	Each	\$ 100.00	Redaction Training—available online free—always available, but can be accomplished on site for \$100.00 per user
109	Installation Training	Hour	\$ -	Installation Training - Included in other training line items
110	Any additional cost required for training services not mentioned above	L.S.	\$ -	There are no additional costs for Training Services

Software Escrow Agreement				
Line No.	Description	Unit	Unit Price	Additional Notes
110	Software Escrow Agreement Fees - Year 1	Each	\$ -	WatchGuard will cover the cost of escrow which is roughly equal to \$1,000.00 per year.
111	Software Escrow Agreement Fees - Year 2	Each	\$ -	WatchGuard will cover the cost of escrow which is roughly equal to \$1,000.00 per year.
112	Software Escrow Agreement Fees - Year 3	Each	\$ -	WatchGuard will cover the cost of escrow which is roughly equal to \$1,000.00 per year.
113	Software Escrow Agreement Fees - Year 4	Each	\$ -	WatchGuard will cover the cost of escrow which is roughly equal to \$1,000.00 per year.
114	Software Escrow Agreement Fees - Year 5	Each	\$ -	WatchGuard will cover the cost of escrow which is roughly equal to \$1,000.00 per year.

EXHIBIT A - PRICING

Miscellaneous				
Line No.	Description	Unit	Unit Price	Additional Notes
115	Solutions Consultant/Architect - To be used for any future developments	Hour	\$ 130.00	
116	Project Manager- To be used for any future developments	Hour	\$ 110.00	
117	Business Analyst- To be used for any future developments	Hour	\$ 110.00	
118	Use Case Analyst- To be used for any future developments	Hour	\$ 110.00	
119	Applications programmer - To be used for any future developments	Hour	\$ 150.00	
120	QC Engineer- To be used for any future developments	Hour	\$ 125.00	
121	Technical Writer-To be used for any future developments	Hour	\$ 125.00	
122	Percentage Discount off all other items shown in Catalog Pricing (Based off Estimated Annual Purchases)		5%	

0% Maximum Percentage Escalation is applicable

Metro does not guarantee any minimum or maximum amount of products to be purchased.

Items with no cost still included but no cost to Metro.

Exhibit B - ISA Terms and Conditions

SECTION A-1

General Terms and Conditions

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

SECTION AST

Agent Security and Training

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.

- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.

- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

- 4 Agent Training.**
 - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3** Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5** Education about workstation and portable device protection; and
- 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1** Instructions on how to identify Metro Government Information.
- 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION DMH

Device and Storage Media Handling

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

SECTION IR

Incident Response

1 Incident Reporting. Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION NET

Network Security

1 Network Equipment Installation.

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 Change Management. Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 System / Information Access.

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

SECTION PAT

Patch Creation and Certification

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION REM

Remote Access to Metro Government Network/System

1 B2B VPN or Private Circuit Requirements.

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4 Remote Access Account Usage.

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3** Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

- 5.1** Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2** Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
- 5.2.1** Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
 - 5.2.2** Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
 - 5.2.3** Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

- 6.1** Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2** Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

- 7.1** Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2** Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3** Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4** Remote Control Software shall not provide escalation of user account privileges.
- 7.5** Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

SECTION SOFT

Software / System Capability

1 Supported Product.

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

2 Software Capabilities Requirements.

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

Exhibit C - WatchGuard Service Level Agreement



STANDARD SERVICE LEVEL AGREEMENT SUMMARY

TIER 1

When a customer calls the WatchGuard Video support line (1-866-384-3567) during normal business hours (7am-6pm CST), the customer will speak to a technician within 30 minutes of placing the call. If it is outside of normal business hours, and it is a MEDIUM PRIORITY or HIGH PRIORITY issue, the customer will be connected to a technician within 1 hour. LOW PRIORITY issues are not addressed after hours.

The customer will be given a RESOLUTION or the issue will be escalated to Tier 2 within 4 business hours. If an issue is escalated to Tier 2, the customer will receive an email notification.

TIER 2

When an issue is escalated to Tier 2, the customer will be contacted by a Tier 2 Representative within 4 business hours.

For LOW PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 3 Business Days of initial contact with Tier 2 Representative.

For MEDIUM PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 2 Business Days of initial contact with Tier 2 Representative.

For HIGH PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD the same Business Days of initial contact with Tier 2 Representative.

ENGINEERING HOLD

When an issue is placed on ENGINEERING HOLD, the customer will be notified within 4 business hours.

For LOW PRIORITY problems on ENGINEERING HOLD, customer will be given daily status updates until RESOLUTION.

For MEDIUM PRIORITY and HIGH PRIORITY problems on ENGINEERING HOLD, customer will be given 4 hour status update until RESOLUTION.

Problems placed on ENGINEERING HOLD are very complex and are often unique to a customer's environment. Therefore, there is no expectation given of resolution time.

Exhibit C - WatchGuard Service Level Agreement

REPLACEMENT HARDWARE

If a RESOLUTION requires hardware repair/replacement, and ...

1. The malfunctioning hardware component is covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, and is a component of the CAMERA SYSTEM HARDWARE, where possible, a replacement hardware component will be sent as an advanced replacement the next business day via UPS Ground. –or-
2. The malfunctioning hardware component is covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, and is a component of the IT SYSTEM HARDWARE, the component will be shipped from the WatchGuard Video Vendor in the most expedient manner possible. Often, IT SYSTEM HARDWARE must ship from then vendor to WatchGuard Video for configuration before it can then be shipped to the customer. –or-
3. The malfunctioning hardware component is NOT covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, the component must be shipped to WatchGuard Video for service. The customer is obligated to pay for the freight to and from WatchGuard Video as well as the labor and parts required to perform the unit repair.

For RESOLUTIONS that require hardware repair/replacement, the resolution is considered to have occurred at the moment that the malfunctioning hardware was identified. Thus, resolution times are unaffected by how long it takes for the customer to receive replacement product or repair defective product.

SUMMARY TABLE

Origin	Support Team	Priority	Service Response	Status Updates	Resolution Or Escalation
Direct Call	Tier 1	LOW,MEDIUM, HIGH	< 30 minutes of initial call	N/A	< 4 hours
Escalation	Tier 2	LOW	< 4 hours of escalation	N/A	< 3 days
Escalation	Tier 2	MEDIUM	< 4 hours of escalation	N/A	<2 days
Escalation	Tier 2	HIGH	< 4 hours of escalation	N/A	<1 days
Escalation	Eng Hold	LOW	< 4 hours of escalation	Daily	N/A
Escalation	Eng Hold	MEDIUM, HIGH	< 4 hours of escalation	Every 4 Hours	N/A

Note: hardware replacement is not included in RESOLUTION time.

Exhibit C - WatchGuard Service Level Agreement

TERMS AND DEFINITIONS

SERVICE RESPONSE

SERVICE RESPONSE (SR) is the maximum amount of time that it will take for a WatchGuard Video Technician to respond to a request for COVERED PRODUCT support. The SR is not affected by automated responses. The responder must be a WatchGuard Video Technician whose intent is to begin issue resolution.

WORK AROUND

A WORK AROUND is a temporary fix that enables the Agency to continue functioning at normal efficiency or slightly diminished efficiency. Often, a WORK AROUND involves a temporary change in the processes or procedures of the Agency. To be considered a valid WORK AROUND, the agency must be able to capture new video evidence from all active WatchGuard Video devices, review new video evidence, and present new video evidence to court.

RESOLUTION

RESOLUTION occurs when WatchGuard Video Closes the Issue and does not consider the issue as requiring additional work. RESOLUTION does NOT include restoring data/evidence. Disaster recovery of data is solely the responsibility of the agency. RESOLUTIONS can take the following forms.

COMPLETE RESOLUTION – when a product performs exactly as designed after experiencing an issue that was corrected by WatchGuard Video Customer Service (Customer Service)

ENGINEERED RESOLUTION – when a product performs with WORK AROUND during an interim period that lasts until a minor or major revision release of the product firmware, software, or hardware that contains a change specifically designed to correct the current issue.

CAMERA SYSTEM HARDWARE

CAMERA SYSTEM HARDWARE is any Hardware Purchased as part of a WatchGuard Video manufactured camera system. IT Servers, desktop computer, and other back office systems are not included. Camera System Hardware includes but is not limited to, All In-Car components and hardware, docking stations/systems located In-Car or In-Office, Interview Room Components manufactured by WatchGuard Video, etc.

IT SYSTEM HARDWARE

IT SYSTEM HARDWARE is any hardware purchased from WatchGuard Video, manufactured by a 3rd party for the purpose of connecting and running the WatchGuard Video Server and Back Office systems. IT SYSTEM HARDWARE includes but is not limited to, Server Hardware, Network Switches and Cabling, Server Racks, JBODS, etc.

RESOLUTION TIME

Exhibit C - WatchGuard Service Level Agreement

RESOLUTION TIME is the time between SERVICE RESPONSE time and problem RESOLUTION.

PROBLEM PRIORITIES

LOW PRIORITY:

LOW PRIORITY problems are problems that affect a single Camera Systems ability to record, upload, or review video.

MEDIUM PRIORITY:

MEDIUM PRIORITY problems are problems that affect more than one Camera Systems ability to record, upload, or review video or problems that prevent video Evidence from any camera from being reviewed in court.

HIGH PRIORITY:

HIGH PRIORITY problems are problems that affect all cameras connected to a server, transfer station, precinct, etc. Also, all "Server Down" issues are HIGH PRIORITY.

SERVER DOWN:

SERVER DOWN means that all users at the customer site are unable to access Evidence Library.

ENGINEERING HOLD

ENGINEERING HOLD is a condition where an issue is too complex to resolve without putting someone on site, or without using resources provided by Engineering who have the capability of fundamentally changing the product. An Example would be a software bug which requires a coded fix.

EXHIBIT D - SaaS AGREEMENT



Agreement No. [●]

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
For
EVIDENCELIBRARY.COM

This Software as a Service Agreement (this “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between WatchGuard, Inc., a Delaware corporation with offices located at 415 Century Parkway, Allen, TX 75013 (“**Provider**”, “**we**” or “**us**”) and _____ (“**Customer**” or “**you**”).

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“**Customer Failure**” has the meaning set forth in Section 4.2.

"**Customer Indemnitee**" has the meaning set forth in Section 12.1.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"**Disclosing Party**" has the meaning set forth in Section 9.1.

"**Documentation**" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"**Fees**" has the meaning set forth in Section 8.1.

"**Force Majeure Event**" has the meaning set forth in Section 15.9.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

"**Indemnitee**" has the meaning set forth in Section 12.3.

"**Indemnitor**" has the meaning set forth in Section 12.3.

"**Initial Term**" has the meaning set forth in Section 14.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Use**" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of

taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Provider Disabling Device**” means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

“**Provider Indemnitee**” has the meaning set forth in Section 12.2.

“**Provider Materials**” means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“**Provider Personnel**” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

“**Provider Systems**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

“**Receiving Party**” has the meaning set forth in Section 9.1.

“**Renewal Term**” has the meaning set forth in Section 14.2.

“**Representatives**” means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

“**Resultant Data**” means data and information related to Customer’s use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

“**Scheduled Downtime**” has the meaning set forth in [Exhibit B](#).

“**Service Allocation**” has the meaning set forth in Section 3.4.

“**Service Credit**” has the meaning set forth in [Exhibit B](#).

“**Service Level Failure**” has the meaning set forth in [Exhibit B](#).

“**Services**” means the software-as-a-service offering described in [Exhibit A](#).

"**Specifications**" means the specifications for the Services set forth in Exhibit B.

"**Subcontractor**" has the meaning set forth in Section 2.7.

"**Support Services**" has the meaning set forth in Section 5.4.

"**Term**" has the meaning set forth in Section 14.2.

"**Third-Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a “Subcontractor”).

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User’s, or any other Person’s access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. If we suspend your right to access the Services you will remain responsible for payment of pro-rated fees you incur during the period of suspension and you will not be entitled to Service Credits during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider’s provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation; and (b) you are not entitled to any Service Level Credits for periods during which your use of the Services exceeds your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

3.3 Data Storage. The Customer Data will be stored in a secure, general purpose storage account in a Microsoft Azure data center (“**Microsoft**” and “**MS Data Center**”) that is located within the United States and that will be compliant with the FBI’s Criminal Justice Information Services (“**CJIS**”) requirements. You agree that we may transfer the Customer Data to the MS Data Center; provided, however, that except as otherwise provided in this Agreement, you shall retain all right, title and interest in and to the Customer Data at all times, wherever located or stored, and whether in transit or at rest.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data .

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained

unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels and Credits.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Level Failures and Remedies. In the event of a Service Level Failure, we shall issue a credit to you according to the process specified in Exhibit B.

5.3 Scheduled Downtime. We will use commercially reasonable efforts to schedule Scheduled Downtime at the times and according to the processes set forth in Exhibit B.

5.4 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide for Customer Data redundancy by providing for three (3) copies of the Customer Data to be maintained in locally redundant storage ("**LRS**") within the MS Data Center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**GRS**") for replication of the Customer Data in a secondary MS Data Center that is geographically distant from the first MS Data Center. A GRS election is considered an upgrade of the standard LRS account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any MS Data Center(s) in which Customer Data may be located.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data,

including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**"); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("Fees") in accordance with this Section 8.

8.2 Taxes. Intentionally Omitted.

8.3 Late Payment. If you fail to make any payment when due then, in addition to all other remedies that may be available:

(a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

8.4 No Deductions or Setoffs. All amounts payable to us under this Agreement shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than Service Credits issued pursuant to Section 5.2 or any deduction or withholding of tax as may be required by applicable Law).

9. Confidentiality.

9.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that

the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, and customers, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) enforce this Agreement, (c) compile the Resultant Data, and (d) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises

from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for your use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or
- (e) act, omission, or other matter described, in Section 12.2(a) Section 12.2(b), Section 12.2(c), or Section 12.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

12.2 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

- (a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;
- (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or
- (c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT WILL WE OR ANY OF OUR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.2, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

14.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**").

14.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) we may terminate this Agreement, effective on written notice to you, if you: (i) fail to pay any amount when due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;
- (b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
- (c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (d) METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

14.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any ResultantData;
- (c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;
- (d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 14.5; and (v) all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;
- (e) we may disable your and your Authorized User's access to the Services and the Provider Materials;
- (f) if you terminate this Agreement pursuant to Section 14.3(b), you will be relieved of any obligation to pay any

Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Agreement pursuant to Section 14.3(a) or Section 14.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

14.4 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the “**Post - Termination Retention Period**”). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you.

14.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

15. Miscellaneous.

15.1 Further Assurances. Upon a party’s reasonable request, the other party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider: 415 Century Parkway, Allen, TX 75013
 Facsimile:
 Email:
 Attention:

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.7 Entire Agreement. This Agreement will be an exhibit to the contract with the Metropolitan Government of Nashville and Davidson County. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, the Metropolitan Government Terms and Conditions; (b) second, this Agreement, excluding its exhibits, schedules, and attachments; (c) third, the exhibits, schedules, and attachments to this Agreement as of the Effective Date; and (d) fourth, any other documents incorporated herein by reference.

15.8 Assignment. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
 DIVISION OF ACCOUNTS
 DEPARTMENT OF FINANCE
 PO BOX 196300
 NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or

deny a Funds Assignment Request.

15.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.13 U.S. Government Rights. The Services are provided to the U.S. government as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data", with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government's needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data" as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.14 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state of Tennessee. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[CUSTOMER NAME]

WATCHGUARD, INC.

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

Service Allocations and Fees:

Plan I (Unlimited)

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on-premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

EXHIBIT D - SaaS AGREEMENT



**EXHIBIT B - SERVICE LEVEL
AGREEMENT FOR
EVIDENCELIBRARY.COM**

LAST UPDATED: January 2, 2018

This Service Level Agreement for EvidenceLibrary.com (this "SLA") is a part of the Software as a Service Agreement between WatchGuard, Inc. ("Company" "us" or "we") and users of EvidenceLibrary.com ("Customer" or "you") (the "Agreement" and the "Services"). Capitalized terms used but not defined in this SLA have the meaning given to them in the Agreement. This SLA applies to the Services, but not to any other services we provide to you or to any of our on-premises software that is a part of the Services, or any Third-Party Materials that you use in connection with the Services, unless specifically provided to the contrary in this SLA or the Agreement.

SERVICE COMMITMENT

We will use commercially reasonable efforts to make the Services available with the Monthly Uptime Percentage defined below during any Service Period (our "Service Level Commitment"). If we do not meet the Service Level Commitment for any Service Period you may be entitled to a Service Credit, as described below.

DEFINITIONS

"Downtime" means the total number of minutes in any Service Period during which the Services are Unavailable. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

"Incident" means an event or series of events resulting in Downtime.

"Maximum Available Minutes" means the number of minutes during a Service Period, less Scheduled Downtime, that the Services are required to be available for your access and use in accordance with the Specifications.

"Monthly Uptime Percentage" means, for any Service Period, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

$$\text{Monthly Uptime Percentage} = \left(\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \right) \times 100$$

If you have used the Services for only part of a Service Period, the Services are assumed to be 100% available for that part of the Service Period in which the Services were not used (for example, if you begin to use the Services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

"Scheduled Downtime" means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time.

"Service Credit" means a dollar credit, as calculated herein, that we may credit back to your account under the conditions set forth below. A Service Credit is based on a percentage, as stated below, of the Service Fee for the Service Period for which the Service Credit is approved.

“Emergency Downtime” means any Downtime for which you may receive less than 24-hour notification period. This emergency maintenance may be performed at any time, with or without notice, as deemed necessary by us. Emergency Downtime falling outside of Scheduled or Planned Downtime may be eligible for Service Credit.

“Service Fee” means the fee that you actually pay for the Services during a Service Period.

“Service Level” means a performance metric that we agree to meet in the delivery of the Services. A **“Service Level Failure”** means a material failure of the Services to meet the Maximum Available Minutes requirement.

“Service Period” means one calendar month.

“Unavailable” means that all connection requests to the Services fail during a one (1) minute period such that you or your End Users cannot upload or access files.

“Low Priority” means a request for information or software defects with acceptable workaround.

“Medium Priority” means an isolated issue (one agency, small subset of events) that prevents import, search, or export of events or cases.

“High Priority” means a pervasive issue (multiple agencies, large subsets of events) that prevents import, search, or export of events or cases, missing events, system performance out of Customer SLA. Customer designated emergency.

“Response time” means the amount of time between when a Customer first creates an incident report (which includes leaving a phone message, sending an email, or using an online ticketing system) and when the provider actually responds.

“Resolution time” means the amount of time between when the Customer first creates an incident report and when that problem is actually solved, workaround provided, or for issues requiring software changes is placed in to the future development backlog.

SERVICE LEVELS AND SERVICE CREDITS

The following Service Levels apply to your use of the Services:

Monthly Uptime Percentage	Service Credit as Percentage of Service Fee
< 99.90%	10%
< 99.00%	25%

SERVICE ESCALATION PROCESS

The table below provides typical response time expectations for each support level (Tier 1, Tier 2, and Engineering Operations) based on the incident priority levels (Low, Medium, High):

Priority	Response (Minutes)	Tier 1 Support (Minutes)	Tier 2 Support (Minutes)	Engineering Operations (Minutes)	Total (Minutes)	Total Resolution (Hours)
Low	60	960	1440	2880	5340	89
Medium	60	480	720	1440	2700	45
High	60	240	240	720	1260	21

Below table provides the incident response and resolution targets based on service hours, priority, and support team involved.

Service hours	Origin	Support Team	Priority	Service Response	Resolution or Escalation
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	LOW	< 60 minutes of initial call	< 16 hours
Business Hours	Escalation	Tier 2	LOW	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Operations	LOW	< 8 hours of escalation	< 48 hours
Business Hours	Escalation	Engineering Hold	LOW		Entered in to Backlog
Business Hours	Direct Call/Email	Tier 1	MEDIUM	< 60 minutes of initial call	< 8 hours
Business Hours	Escalation	Tier 2	MEDIUM	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Operations	MEDIUM	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Hold	MEDIUM		Prioritized in to Backlog
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	HIGH	< 60 minutes of initial call	< 4 hours
Business Hours	Escalation	Tier 2	HIGH	< 4 hours of escalation	< 4 hours
Business Hours	Escalation	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Hold	HIGH		Prioritized in to next release
After Hours	Direct Call	Tier 1	LOW	Deferred to Business Hours	
After Hours	Direct Call	Tier 1	MEDIUM, HIGH	< 70 minutes of initial call	< 4 hours
After Hours	Direct Call	Tier 2	MEDIUM HIGH	< 4 hours of escalation	< 8 hours
After Hours	Direct Call	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours

TERMS

I. SERVICE CREDITS

Service Credits are your only remedy for unavailability of the Services under this SLA and the Agreement. You may not offset a Service Fee for any performance or availability issues. Service Credits issued for any Service Period will not under any circumstances exceed the Service Fee for that Service Period.

To be eligible for a Service Credit, your claim must be received by us, in the required form, no later than the end of the second Service Period following the Service Period in which the incident(s) occurred. Your failure to make a timely request will disqualify you from receiving a Service Credit.

We will apply a Service Credit only against future Service Fees, and we will issue Service Credits only if the credit amount for the Service Fee is greater than one dollar (US\$1). Service Credits do not entitle you to a refund or cash payment. Service Credits may not be applied against any other account or service you may have with us. You must be in compliance with the Agreement to receive a Service Credit.

II. SERVICE CREDIT CLAIMS AND PAYMENT

To apply for a Service Credit, you must open a support case by going to support.watchguardvideo.com or by contacting customer support at 1800-605-6734 and providing us with all of the information we need to investigate and validate your claim. The information we need will include, but may not be limited to, (i) the dates and times of the Unavailability incident(s); (ii) request logs documenting the incident(s) and corroborating the claimed Unavailability (any PII or CJI information contained or described in logs should be redacted prior to submission); and (iii) details of your efforts to resolve the incident(s) at the time of occurrence.

We will review the submitted information and make a good faith determination of whether a Service Credit is due. If we determine that a Service Credit is due, we will process your claim within thirty (30) days of our determination and apply the Service Credit to the next Service Fee.

III. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which the Services shall not be considered Unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet Maximum Available Minutes for any Service Period, or your inability to access or use the Services that is due, in whole or in part, to any:

- (a) act or omission by you to access or use the Services, or use of Access Credentials that does not strictly comply with the Agreement;
- (b) Customer Failure;
- (c) Internet connectivity failure;
- (d) causes beyond our reasonable control, such as a Force Majeure Event, or the performance of any third-party hosting provider or communications or internet service provider;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement (other than third-party software or equipment within our direct control);
- (f) Scheduled Downtime or backups to the Services;
- (g) disabling, suspension, or termination of the Services pursuant to Section 2.8 of the Agreement; or
- (h) separate instances of unavailability of the Services of less than ten (10) minutes duration each.



EXHIBIT E - VISTA NO-FAULT 3 YEAR EXTENDED HARDWARE WARRANTY

WatchGuard Video, in recognition of the high demands placed on all equipment worn, and used by Police Officers is offering the following No-Fault Warranty option. WatchGuard warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase in its standard Limited Warranty.

The No-Fault 3 Year Extended Warranty may be purchased directly from WatchGuard Video. Any and all No-Fault warranties must be purchased with the initial purchase of the VISTA unit, and the VISTA No-Fault warranty must also be purchased for all VISTA units. Failure to purchase the No-Fault warranty at the time of purchase will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. The following warranty terms and conditions apply with the purchase of the No-Fault VISTA Camera Warranty:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – The VISTA No-Fault warranty covers all parts and components of the VISTA Standard, and the VISTA Extended capacity Body Worn Cameras. This also includes the base, cables, and battery replacements during the life of the extended warranty. Repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The No-Fault Warranty will not include systems with intentionally altered or removed serial numbers, or it is determined that the WatchGuard Video system was internally changed, modified, or repaired.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is damaged in any way, WatchGuard Video shall replace the unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged unit. WatchGuard requires that any and all parts and pieces of the damage unit be returned. By contacting WatchGuard to send in a unit in for repair or replacement under the No-Fault



Warranty, the customer agrees to return the damaged unit within 30 days. Failure to return the unit will result in the customer being billed the full purchase price for the new advance shipped unit. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

SHIPPING –Throughout the duration of the warranty period, WatchGuard Video will provide an Advance Replacement unit with a prepaid shipping label to return any defective unit for end users in the continental United States provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard Video No-Fault warranty, please direct them to:

WatchGuard Video

Attn: Customer Service Department
415 Century Parkway
Allen, Texas 75013
(800) 605-6734 Toll Free Main Phone
(866) 384-8567 Toll Free Queued Customer Service
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



EXHIBIT F - LIMITED IN-CAR HARDWARE WARRANTY

WatchGuard Video, in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by WatchGuard Video, 415 Century Parkway, Allen, TX 75013, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard Video.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard Video are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard Video system was internally changed, modified, or repair attempted, the system warranty will become null and void.

REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by WatchGuard Video to be defective in material or workmanship, WatchGuard Video shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. WatchGuard Video will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, WatchGuard will supply a return label with the advance unit, and the customer must return the defect within thirty days.



SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard Video will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard Video. WatchGuard Video will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard Video’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

EXTENDED WARRANTY – Extended Warranties may be purchased directly from WatchGuard Video. Any and all extended warranties must be purchased prior to the expiration of any previous warranty. Failure to purchase an extended warranty prior to the expiration of the warranty period will require the covered unit to be physically inspected at the facility of the manufacturer and any repairs necessary to bring the unit back to full working order must be performed prior to the issuance of any new warranty. The customer will be responsible for the cost of the inspection (equal to 1 hour of labor) plus the standard costs associated with any required repairs. Should you have any further questions regarding the WatchGuard Video limited warranty, please direct them to:

WatchGuard Video

Attn: Customer Service Department

415 Century Parkway

Allen, Texas 75013

(800) 605-6734 Toll Free Main Phone

(972) 423-9777 Main

(972) 423-9778 Fax

www.watchguardvideo.com

support@watchguardvideo.com



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

EXHIBIT G - THREE-PARTY ESCROW SERVICE AGREEMENT

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between WatchGuard, Inc. (the “**Depositor**”), and by the Metropolitan Government of Nashville and Davidson County (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement (“**Services**”). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, entered into that certain Goods and Services Contract dated upon filing with the Metropolitan Clerk’s Office (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary’s responsibility to monitor whether a deposit or deposit update has been accepted by Iron Mountain.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the Iron Mountain Website.
- (d) Iron Mountain will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. **Deposit Material Verification**

- (a) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to Iron Mountain's performance of any level(s) of such Services. Upon request by Iron Mountain and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to Iron Mountain's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for Iron Mountain to perform verification of the Deposit Material.
- (c) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), Iron Mountain shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. **Payment**

Depositor ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and may renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). The option to extend may be exercised by and at the discretion of the METRO Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk’s Office. This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by Iron Mountain only. The Effective Date of this agreement is the date that it is filed with the Metropolitan Clerk’s Office.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. To the extent that this agreement will be an exhibit to the body worn camera contract, this agreement will become a public document. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that Iron Mountain does not waive its

rights to present its position with respect to any such order or subpoena. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. **Consequential Damages Waiver**

TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. **General**

- (a) **Purchase Orders.** In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (b) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the requesting Party. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (c) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of Tennessee, USA, without giving effect to the principles of conflicts of laws.
- (d) **Authorized Person(s).** Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing Iron Mountain with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) **Right to Rely on Instructions.** With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person. In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person, officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) **Force Majeure.** No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** Iron Mountain shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) **No Waiver.** No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) **Assignment.**
The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

- (j) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (m) Interpleader. Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by Iron Mountain hereunder, then Iron Mountain may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (n) Regulations. Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide Iron Mountain with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Iron Mountain is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (o) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (p) Entire Agreement. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (q) Counterparts. This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (r) Survival. Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – NOTICES TABLES AND EXHIBITS FOLLOW)

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Fax Number	
Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A
Escrow Services Fee Schedule – Work Request

Deposit Account Number

Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup)	One-time Setup Fee for Iron Mountain to setup a standard Three-Party Escrow Service Agreement.	\$2,700	
<input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup)	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,200
<input checked="" type="checkbox"/> Beneficiary Fee (Required at Setup)	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$950
<input type="checkbox"/> File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$3,000	N/A
<input type="checkbox"/> Level 1 Inventory and Analysis Test	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build, setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material. If, through no fault of Iron Mountain, testing cannot be completed within twelve (12) months of being ordered, Iron Mountain will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed.	\$6,000 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	Iron Mountain will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input type="checkbox"/> Remote Vaulting	Iron Mountain will store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$800
<input type="checkbox"/> Custom Contract Fee	Custom contract changes to Iron Mountain templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$950	N/A
Additional Verification Services (Fees based on Statement of Work)			
<input type="checkbox"/> Level 2 Deposit Compile Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs of the Level 1 - Inventory and Analysis Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
<input type="checkbox"/> Level 3 Binary Comparison Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		
<input type="checkbox"/> Level 4 Full Usability Test	Iron Mountain will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes which includes the outputs of the Level 1 and Level 2 tests (if applicable). Iron Mountain will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.		

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – PAYING PARTY SIGNATURE PAGE FOLLOWS)

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All Work Requests should be sent to jpmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit B**Deposit Material Description**

(This document must accompany each submission of Deposit Material)

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
6111 Live Oak Parkway
Norcross, GA 30093
Telephone: 800-875-5669
Facsimile: 770-239-9201

Exhibit C

Release of Deposit Material

Deposit Account Number	
------------------------	--

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (ii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement until the scheduled termination or expiration of the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Motorola Solutions, Inc. Attn: Karen Napier 500 West Monroe Chicago IL 60661 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 4711		AA1120090
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570077921043 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2641005169079	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS2-641-005169-019	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D005169089 All other States WC7641005169099 WI	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-MPL-Primary			FSCE01900661	07/01/2019	07/01/2020	Each Claim	\$1,000,000
							Policy Aggregate	\$3,000,000

570077921043

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract Purchase Agreement 455783,0. METRO, it officials, officers, employees, and volunteers are included as Additional Insureds under the General Liability and Automobile Liability policies on a primary basis where required in writing and executed contract. E&O-MPL-Primary includes Technology Errors and Omissions Liability Insurance including Cyber Liability. WatchGuard, Inc., a subsidiary of Motorola Solutions, Inc., is an Additional Named Insured under the policies herein.

CERTIFICATE HOLDER

CANCELLATION

The Metropolitan Government of Nashville and Davidson County (METRO) Department of Law-Risk Management Metropolitan Courthouse, suite 108 PO Box 196300 Nashville TN 37219-6300 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



POLICY NUMBER: TB2-641-005169-079

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS2-641-005169-019

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

May 8, 2019

Mr. Troy Montgomery
WatchGuard Video
3001 Summitt Ave
Plano, TX 75074

Re: **RFQ # 1023661, Body Worn and In-Car Camera Systems**

Dear Mr. Montgomery:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ # 1023661 for Body Worn and In-Car Camera Systems. This letter hereby notifies you of Metro's intent to award to WatchGuard Video, contingent upon successful contract negotiations.

Additionally the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact Tina Burt, BAO Representative, at 615-880-2783 or at tina.burt@nashville.gov.

The responses to the procurement solicitation and supporting award documentation can be made available either by SharePoint Link, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Terri Troup by email at terri.troup@nashville.gov Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

A handwritten signature in blue ink that reads "Michelle A. Hernandez Lane".

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File
Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

RFQ 1023661 - Body Worn and In-Car Camera Systems

Scoring and Justification

	Round 1 (50 Points)	Round 2 (100 Points)				Round 3 (150 Points)	Round 4 (100 Points)	Total Round 1-4 (400 Points)
		Product Information (50 Points)	Methodology and Business Plan (20 Points)	Service and Maintenance (30 Points)	Round 2 Total (100 Points)			
Axon Enterprise	25	25	20	30	75	60	90	250
GovDirect	35	45	18	30	93	30	60	218
WatchGuard Video	45	40	20	30	90	135	30	300
COBAN Research	35	Shortlisted but Failed to Submit in Round 2						35
Brite Computer	20	Not Shortlisted						20
Digital Ally	15	Not Shortlisted						15
Infinite Information	10	Not Shortlisted						10
L-3 Communication	12	Not Shortlisted						12
Motorola	13	Not Shortlisted						13
Municipal Emergency	10	Not Shortlisted						10
ProLogic ITS	10	Not Shortlisted						10
Utility Associates	17	Not Shortlisted						17

Axon Enterprise – Proposal demonstrated experience using cloud based only, Microsoft Axure. Proposal provided ongoing litigation for patent violation. Proposal demonstrated that all contracts were completed. Proposal demonstrated limited In-car Camera experience. Proposal demonstrated strong body worn camera experience and less than a year experience for in-car camera. Proposal included a 2016 TBI Agreement. Proposal demonstrated a nine (9) months implementation plan. Proposed 2.5-3 year equipment swap out. Proposal included 100 hours free expert testimonial. Proposal demonstrated plenty of mounting options. Product information submitted would not require a different uniform for officers. Proposal showed 30 frames per second which demonstrated resolution and pixels within acceptable range. Proposed product has an analog optic lens that records digitally. Proposed product information demonstrates compliance with h264. Product utilizes a USB Custom Cable. Proposed product has a nine (9) hours battery charging time. Proposed product has 64GB of storage which should be plenty for scope. Proposed product requires pre-buffering that is written to memory. Cannot categorize straight from the Body Worn Camera (BWC) and must use a smartphone or Mobile Data Computer (MDC) device. Play back in the field through smart phone device or MDC software. Proposed product must be paired with phone or vehicle for GPS. No removal of storage and requires one storage device per camera. Proposal demonstrated the need for a separate link to Mobile Data Computers to categorize, view, and transfer video. Audio and video synced together. Proposed on-premise does not support a true HTTPS web interface. Axon 5 (Amped) forensic video proposed. Body Worn Camera field trials demonstrated that the proposed mounting options were good. Body Worn Camera demonstrated an ease to use with big buttons. Body Worn Camera Field Trials showed that the camera turned off during two separate grappling training exercises. Body Worn Camera demonstrated a nighttime low light condition was noticeably worse throughout the field trials than the other field trial solutions; Field Trials of Body Worn Camera supported the information that there is no on board GPS. Field trials demonstrated that the BWC device does not have an LCD display, therefore there is no way to verify who it is assigned to, without docking and cross referencing the serial number in the system. There is no dock solution available for on-premise solution except for ad-hoc re-engineering in the field which was complex, involved accessing hidden web pages, and if a programmatic mistake was made, the dock would register to the cloud instead of the on-premise server. Field Trial dock and in-car equipment demonstrated limitations on what features can be turned on, off, or changed. As part of the field trials the DHCP service cannot be turned off in the docks, which is against Metro Network policy. Proposed solution is hard coded to point to evidence.com and as part of the field trials wanted Metro to spoof a non-authoritative domain on the Metro Network, which Metro did not do. As a result Metro had to go to

RFQ 1023661 - Body Worn and In-Car Camera Systems

Scoring and Justification

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GovDirect	35	45	18	30	93	30	60	218	
WatchGuard Video	45	40	20	30	90	135	30	300	
COBAN Research	35	Shortlisted but Failed to Submit in Round 2							35
Brite Computer	20	Not Shortlisted							20
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through numerous technical hoops to accommodate the Axon on-premise solution on the Metro enterprise network. Field Trials of Body Worn Cameras demonstrated that proposed solution does not allow for the ability to categorize from device; therefore, the categorizing must be done from MDC in the vehicle, smartphone, or after the video is uploaded. Installation of the In-Car Camera field trials in the vehicle took less time since the Axon solution only communicates via WiFi. So only power cables have to be run to the front of the vehicle. In-Car Camera Field Trials demonstrated that there is no on board GPS so MNPD is required to provide GPS function to the Axon solution. In-Car Camera solely relies on Wi-Fi in the car to transfer information. In-car system technical design required MNPD to create unique WIFI SSID's in each vehicle adding to the complexity and setup time of the solution. The Wi-Fi connection would randomly come and go during field trails on the device. Since triggering relied on Bluetooth technology, the signal device has to wait at least 15 seconds until the current Bluetooth burst is complete before it can send another command to the in-car/BWC cameras, in which case the Officers have to be mindful and wait up to 15 seconds before they can restart recording, if needed. Solution requires an Axon application installed on Mobile Data Computers in order to allow categorization and uploading of data. Axon App periodically resulted in error a generic message then reboots automatically which does not allow MNPD IT to know what is going on to resolve the issue. During in-car camera field testing, the switch that turns on and off front facing camera would fail for no justified reason but appeared to be manufacturer error (all seven front facing cameras failed throughout field trials). During in-car camera field testing demonstrated that there was not an existing solution to turn off blue light trigger option in the on-premise solution; Axon provided a new out of cycle software install and adhoc configuration to resolve. In-car/BWC camera field testing was actually a form of beta testing for Axon local storage solution. Axon's on-premise design provides no way to control whether video uploads is allowed via 4G cellular verses WIFI. Axon worked during most of the 90-day field trial to try to find any solution for this issue. The only solution provided required an evidence.com cloud component that had to be available via internet connectivity before any video can be transferred to the on-premise server. Upload of video from vehicles takes more time due to the fact that the video being uploaded is copied twice, first from the Axon camera to the MDC, and then from the MDC to the Commander server. VMS Field Trial testing demonstrated a robust video search function that allows searching on all available fields. During the field trial there were ten (10) server software upgrades to the VMS during 90 day field trial to address issues in the on-premise solution provided. VMS Field Trial demonstrates that on-premise solution currently does not support multi camera play back at the same time without multiple windows and clicking play at a the same time. At start of field trials, it was

RFQ 1023661 - Body Worn and In-Car Camera Systems

Scoring and Justification

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discovered that some videos were failing to be ingested at the server upon upload due to a miss match in field names between the devices and the VMS. The watermark/overlay on AXON video is not configurable. The on-premises system proposed by Axon only supports active directory for a single domain which is problematic when courts/DA have another domain within the same forest. The field trial demonstrated that the MDC software gave really good status update on uploading of information. During the interfacing field trial portion it was discovered that CAD and audit trials were not currently available but offered a timeframe once contract is signed. Store and forward functionality did not work as part of the field trial. During field trials the Axon cloud service experienced an outage due to a 2-hour 12-minute power failure at the Microsoft Azure data center in VA, therefore it appears there is no application redundancy in the Axon Cloud solution. Proposed the lowest overall cost per spreadsheet. Originally agreed to escrow requirement in Round 2 but stated in Round 4 that unable to adhere to escrow requirement. Per license cost offered rather than a perpetual license option which could be costly to Metro. The RMS interface is proposed to take 3-6 months and the court interface would take 6-12 months which would have a dramatic impact on the departments' implementation schedule.

GovDirect – Proposal demonstrated experience with on-premise. Proposal demonstrated heavy in car camera experience and similar body worn camera experience. References provided were Panasonic and none from GovDirect. Proposal demonstrated a five (5) months implementation plan. Proposed a five (5) year refresh on equipment; Proposal included a per diem for travel cost as part of proposal. Proposal demonstrated plenty of mounting options. Product information submitted would not require a different uniform for officers. Proposal showed 30 frames per second which demonstrated resolution and pixels within acceptable range. Proposed product appears to be like having a digital camera. Proposed product information demonstrates compliance with h264 and h265. Proposed product information demonstrates the use of a standard USB cable. Proposed product has a three (3) hours battery charging time. Proposed product has 64Gb storage which should be plenty for scope. Proposed product requires pre-buffering that is written memory. Proposal demonstrated the ability to categorize on the Body Worn Camera device. Proposal demonstrated the ability to play back in the field. Proposal demonstrated that GPS is on Proposed Body Worn Camera device. Proposal demonstrated that ability to remove storage devices and/or have multiple storage devices. Proposal granted an option for a second hard drive that records regardless for In-car with admin rights. Product information demonstrated that audio and video synced together. Proposed solution supports a HTTPS web client, but video viewing

RFQ 1023661 - Body Worn and In-Car Camera Systems

Scoring and Justification

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requires an application installed. The proposed magnet mounting options used during the field trials were very strong.

During the field trials the Officers reported the body worn camera proposed was large and stuck out too far. It was noted during the field trial that the proposed device has too many lights and icons on at a time, which is confusing even after cheat sheet was provided. Proposed tested solution included docks which have a USB/LAN switch on the front, which proved to be too easy for users, on two occasions, to mistakenly change the switch, which caused the dock to not upload. Body worn camera Wi-Fi would not connect with mobile router and ended up hard wiring docks during the field trials. The in-car camera proposed demonstrated the best optical zoom capabilities. The proposed solution required an application to be installed on Mobile Data Computers. The application runs slow and causes other applications to run slower which has an impact on the Officers ability to access data on the computer. During field trial the live view frame and quality had to be turned down but video still played slow. The field trial of the in-car camera demonstrated that the window for software screen would jump around. The proposed solution had the largest footprint in trunk tray so no more expansion available. In the application, it takes seconds to switch tabs, and during field trials the screen would freeze until list is generated which limits officer use of mobile data computers and other tasks performed by officer (approx. 15-25 seconds). The VMS proposed had a very time consuming setup time for field trails. Some functionality that originally worked during the field trials stopped working which took longer for setup time and implementation. Server ran at 30% utilization without knowing what was taking place and no uploads taking place while Panasonic was working to try to resolve. User Accounts had to be updated one by one even though Active Directory group was setup. Metro could not modify district attorney user account because there was a dot in middle name which resulted in separate non-AD user account and was not resolved before conclusion of field trial. Proposed solution requires a separate application on every computer was needed for viewing videos for web based client functionality. To search for videos by Officer name, login IDs has to be searched rather than first name or last name. Export conversion from AV3 to MP4 is extremely slow. Reaction tool tested was 3rd party software and is an adequate redaction tool being proposed. Field trials demonstrated that the upload communication between server and device was chatty and bidirectional, which is problematic. To prevent uploading of video to the wrong store-n-forward server, a complex configuration across all store-n-forward host based firewalls was required. No current CAD, Courts, or RMS interface and no proposed date until after contract is signed. During field trials stacked on categories was used for retention process. Proposal

RFQ 1023661 - Body Worn and In-Car Camera Systems

Scoring and Justification

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demonstrated the 2nd overall best cost. Proposed cost spreadsheet option that was not tested during field trials. Field trials included a two camera solution but submitted cost for single camera solutions.

WatchGuard Video – Proposal demonstrated strong experience using in-car camera and body worn camera. Proposal demonstrated experience using on-premise with both in-car camera and body worn camera. Proposal demonstrated a two and half (2.5) months implementation plan which is unrealistic given the size of the MNP. Proposal included a schedule summary rather than detailed Gantt charts. Proposal recommended five (5) year refresh on equipment. Proposal included a per diem for travel cost as part of proposal. Proposal demonstrated plenty of mounting options. Product information submitted would not require a different uniform for officers. Proposal showed 30 frames per second which demonstrated resolution and pixels within acceptable range. Proposed product appears to be like having a digital camera. Proposed product information demonstrates compliance with h264. Proposed product cannot take a still photo with Body Worn Camera. Proposed product utilizes a standard USB Cable that is a breakaway magnet. Proposed product has a four (4) hours battery charging time. Proposed product has 32GB storage which should be plenty for scope. Proposal stated that the proposed product is tamper proof. Proposed product requires pre-buffering at 120 second with feature that allows for going back to capture recording. Proposal states that everything is written including pre-buffer to non-volatile storage. Proposed product has the ability to categorize straight to the Body Worn Camera. Proposed a kiosk ability to recognize who picks up camera. Proposal demonstrated the ability to play back in the field. Proposal demonstrated that GPS is on Proposed Body Worn Camera device. Proposed In-car camera product has the ability to remove storage and also have USB. Audio and video synced together plus puts into one container. Product information demonstrated that audio and video synced together. Proposed product is HTTPS is complying. First tested magnet mounts out of the box did not work well for officers and actually broke as part of field trials but then provided new strong magnet mounts. During last month of field trial provided strong magnet mount for Body worn cameras. Proposed product had a soft button that must be held down for several second to turn off camera, so very difficult to mistakenly turn off. Demonstrated a magnetic quick release charging function that allows for charging of device while in car and cable just breaks away if officer had to get out of car suddenly. Proposed solution demonstrated a LCD screen on top of camera that displays lots of information for the officer. During the field trials the officer can go through menus which displays officer name to ensure correct camera is with the right officer. During field trials officer can categorize video from camera once recording has stopped. The proposed solution has the ability for the officer to

RFQ 1023661 - Body Worn and In-Car Camera Systems

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adjust the lens vertically depending on where on shirt BWC is attached. The proposed solution has GPS on device. LCD on the body worn camera gives a lot of information but had to be in good light to see it and low light conditions made it difficult to viewing.

During the in-car camera field trials, the front camera can be easily rotated by the officer. Proposed a self-contained solution which means nothing had to be done with mobile data computers to get the system to function properly. Device provides good information about status uploads on display. During field testing nothing had to be changed in the vehicle mobile router/network from an IT perspective to get the system to function properly. During field testing there was one single known issue when the device stopped recording and had to be rebooted but no further issues were noted. The proposed VMS had no core server or software upgrades during field trials. The next normal release version of the redaction module was provided as part of field trials but not required during field trials. During playback, the metadata displayed which allows commanders and supervisors to view metadata with the video. In car camera and body worn camera can play synchronized video. Reporting functionality demonstrated can be easily run and customized in SRSS. During wireless upload it was documented on four occasions that uploads did not automatically start within WIFI range. Reboots allowed uploads to start. Watchguard provided diagnostics instructions, but issue did not occur again. The redaction tool being embedded with video management was easily to use during field trials. The proposed CAD interface was implemented during field trials, and provided accurate and easily reviewable integration. Interfaces demonstrated audit trails exist. Field trial demonstrated the ability to share data, photos, and videos to specific devices. Field trials demonstrated ease when granting access to other domains if in secure area. The functionality of the cloud and local premises during field trial testing worked the same. Store and forward functionality works well. The highest cost proposed but cost includes the two in-car front facing integrated camera solution as installed and demonstrated in field trials. Failed to provide catalog pricing that percent discounts would be applied to. Failed to provide a detailed explanation why one storage option (cloud vs. on-premise) would be most advantageous to Metro in round 4. Failed to provide a detailed explanation as to how the overall proposal, including cost, would be impacted, along with any other information that may help Metro in determining which is most advantageous to Metro if the term of the contract was longer than 5 years.

COBAN Research – Proposal included examples of on premises. Proposal demonstrated experience with projects that included 300 body cameras and 1000+ in-car camera. Proposal demonstrated experience with very large customers.

Brite Computer – Proposal demonstrated limited implementation experience of both In-Car and Body-Worn Camera within the same organization. Proposal demonstrated installation experience using Cloud.

RFQ 1023661 - Body Worn and In-Car Camera Systems

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References provided were not for Brite Computer. Experience demonstrated was not within the same size. Proposal failed to link with scope as required. Proposal failed to address litigation.

Digital Ally – Proposal demonstrated experience with body worn cameras used by the railroad. Proposal demonstrated on-premises and in-depth intergraded system; however, no experience of similar size scope and complexity. Proposal provided litigations.

Infinite Information – Failed to provide project experience and/or reference information.

L-3 Communication – Failed to provide any reference information for body worn cameras. Proposal Demonstrated experience with on-premises. Proposal mentioned using March 2018 second generation equipment.

Motorola – Proposal demonstrated cloud based experience only. Proposal failed to demonstrate any experience with in-car camera experience. Proposal demonstrated an in-depth intergraded system previously used; however, experience demonstrated within the proposal was not of similar size scope and complexity.

Municipal Emergency – Proposal demonstrated that there are no customers with integrated solution. Proposal demonstrated a lack of understanding of the definition of on-premises. Proposal did not include any details for the equipment. Proposal failed to link with scope as required. Proposal failed to provide individual project descriptions. Proposal demonstrated limited implementation experience of both In-Car and Body-Worn Camera within the same organization.

ProLogic ITS – Proposal demonstrated no experience with body worn cameras. Proposal demonstrated experience in an on-premise option for in-car cameras. Proposal failed to include storage time as part of the experience provided.

Utility Associates – Experience within proposal reflects using amazon. Proposal experience demonstrated using cellphone as body camera. Demonstrated experience using cloud based only.

Proposer: WatchGuard

Function	Field Trial Results
BWC Durability	During Training Academy grappling exercises (starting in the standing position and on the ground), the WatchGuard BWC stayed on the Officers' uniform and recorded during the entire exercise.
BWC Mounting	<p>WatchGuard's locking BWC mounts did not work well with MNPD uniforms due to the zipper in the shirt. The pins in the mounts kept breaking off. WatchGuard then provided a new strong magnet mount which performed well.</p> <p>The lens on the WatchGuard BWC can be rotated up or down as needed to allow officers to adjust for the best field of view for most mounting location on their uniform, vest or jacket.</p>
BWC Video Clarity - Day	Good daytime clarity
BWC Video Clarity - Night	Good low-light condition recording.
BWC Video Field of View	Good field of view
BWC battery	<p>Good battery performance</p> <p>WatchGuard Vista BWC's have a magnetic "quick-disconnect" vehicular charging cable that Officers can magnetically connect to their BWC while it is still mounted to their shirt, if charging is needed. The magnetic connector breaks away from the BWC harmlessly if the officer has to exit the car quickly.</p>
BWC Indicators	<p>The LCD display on the BWC provides useful information such as number of recordings, officer name, and battery meter.</p> <p>The LDC display and buttons on the BWC allow the officer to categorize the BWC video from the BWC itself.</p> <p>The backlit LCD display on the top of the BWC is hard to read. Lettering needs to be bolder.</p>
BWC Category	Officers can categorize video from the BWC device itself
BWC Playback	Integration with metadata is good.
BWC Metadata	acceptable
BWC Overall Ease of Use	good
BWC video storage size	acceptable
BWC Interface	good
BWC Triggers	good
BWC Video Upload	good
BWC GPS	built in GPS - good
BWC Live Stream	acceptable
BWC Training Tools	good
BWC Implementation/Install	good
In-Car Durability	good
In-Car Mounting	good
In-Car Video Clarity - Day	Good daytime clarity

Proposer: WatchGuard

Function	Field Trial Results
In-Car Video Clarity - Night	Good low-light condition recording.
In-Car Video Field of View	excellent with the field tested integrated panoramic camera with second 67 degree turret camera
In-Car Indicators	excellent display
In-Car Category	easy categorization in the vehicle
In-Car Playback	user friendly playback in the vehicle
In-Car Metadata	good
In-Car System Ease of Use	<p>As part of the equipment that was provided during the trials, the front cameras could be easily rotated by the officer to view a different angle of the incident. This proved to be a valuable asset to officers as they could essentially point a camera in the direction it might be needed.</p> <p>The WatchGuard InCar solution included a display screen that allowed the Officers to control, categorize, and playback recorded video directly from the display screen without any interface needed with the MDC. Since WatchGuard does not require integration with the MDC, there is less administration burden on Police IT staff and it frees up CPU/Disk/Memory resources on the MDC for more critical applications.</p> <p>One officer had an issue where the WatchGuard system would not stop recording. A reboot of the smart power switch resolved that issue.</p>
In-Car video storage size	acceptable
In-Car Interface	good
In-Car Triggers	good
In-Car Video Upload	<p>WatchGuard's InCar display screen provides the officer with valuable information during the uploading process such as speed, estimated time left for upload, and how many events they have recorded that day.</p> <p>On four separate occasions, officers reported that the DVR/BWC doesn't start automatically uploading when in range of WIFI. On all these occasions, we verified the vehicle mobile routers were connected to our WIFI network and could reach the WatchGuard server. Powering the WatchGuard system down and rebooting allows the upload to start. WatchGuard provided us instructions for creating a "capture state" to send them for diagnostics, but the issue did not occur again after that.</p>
In-Car GPS	Built-in GPS - good
In-Car Live Stream	acceptable
In-Car Training Tools	good training tools
In-Car Implementation/Install	The WatchGuard InCar solution required no configuration or operational changes to the Police vehicle mobile router.
BWC/In-Car Integration	well integrated
VMS Security	good

Proposer: WatchGuard

Function	Field Trial Results
VMS Redaction	<p>The export video process is simple and quick. The application has its own tab for exports, so it is easy to work on exports and the user can easily see when exports are finished. The application allows the user to continue working while the video exports.</p> <p>The WatchGuard Redactive module is a web based client. Therefore, no software is required to be installed on the users' computer. Also, all processing happens at the server, so no special hardware needed on the users' computer.</p>
VMS Outside Sharing	good
VMS Ease of Use	<p>WatchGuard client is web-based.</p> <p>When viewing video in the WatchGuard VMS, metadata is displayed above the video. This metadata includes speed, light bar status, and camera status. Having this information in one place is extremely useful for supervisors and command staff.</p> <p>When viewing video, you can play BWC video and InCar video from that incident at the same time in a "split screen" format. The user can also choose a source of audio for this playback. For instance, the user could be watching the front facing camera and the rear seat camera at the same time, but choose to listen to the rear seat audio.</p>
VMS Deletion Process	good
VMS Searching	good
VMS Export	good
VMS Interfaces	<p>WatchGuard developed and provided a CAD interface very quickly during field trials.</p> <p>Police Information Technology personnel had direct access to WatchGuard developers/implementers during the development, review, and testing of the CAD interface.</p> <p>The CAD interface results are easily reviewable within the WatchGuard VMS web client.</p>
VMS AD Integration	well integrated with Active Directory
VMS On-Premise Tools	good dashboard provides quick glance into storage/video statistics
VMS Audit Trials	good
VMS Reporting	WatchGuard reports are done in SQL Server Reporting Services. Therefore our development team can build custom reports as needed.

Proposer: WatchGuard

Function	Field Trial Results
VMS Admin Tools	Assigning cameras to an officer is done through the web interface and is quick and easy to perform. Administrators can also see in real time what cameras are docked in which location. This has proved to be helpful when troubleshooting.
VMS Setup	easy and timely setup
VMS Training Tools	good
VMS System Implementation/Install	After initial installation of the WatchGuard system, there were no core software upgrades necessary during the field trials, except for one scheduled release of the WatchGuard Redaction module, the addition of some custom reports, and installation of WatchGuard's customized CAD and RMS interface for MNPd.
Equipment/Software Warranty	acceptable
Equipment/Software Maintenance	acceptable
Service Level Agreement	acceptable
Adherence to Test Plan	acceptable

Proposer: GovDirect

Function	Field Trail Results
BWC Durability	acceptable
BWC Mounting	The magnet mount option was strong and held the BWC well.
BWC Video Clarity - Day	acceptable
BWC Video Clarity - Night	acceptable
BWC Video Field of View	acceptable
BWC battery	acceptable
BWC Indicators	BWC has too many lights and icons on the top and proves to be confusing to users.
BWC Category	categorization via the MDC software proved to be cumbersome for Officers.
BWC Playback	Playback from MDC software was slow to load and increased CPU/memory usage considerably on the MDC causing other applications to run slow.
BWC Metadata	acceptable
BWC Overall Ease of Use	BWC is large and sticks out on the officer's chest.
BWC video storage size	acceptable
BWC Interface	good
BWC Triggers	good
BWC Video Upload	<p>Docks have a USB/LAN switch on the front of the 8-bay upload dock, which makes it too easy for a user to misunderstand the purpose of the switch and unintentionally change the switch to "USB". During the field trials, this has happened on a couple occasions which caused any BWC's which were docked to not upload video.</p> <p>BWC's could not connect to the Sierra Router's WiFi network, although all other devices could. Through a process of elimination, led by MNPd, it was discovered that the BWC needed a firmware update to be able to connect. Eventually, the firmware issue was resolved and the BWC's could connect to the Sierra Router's access point although this did not get resolved until the last month of the field trial.</p>
BWC GPS	built in GPS - good
BWC Live Stream	not available
BWC Training Tools	acceptable
BWC Implementation/Install	The assigning of BWC is not intuitive and required too many steps for the officers.
In-Car Durability	good
In-Car Mounting	acceptable
In-Car Video Clarity - Day	Optical/Digital zoom capability in front facing camera is good.
In-Car Video Clarity - Night	good
In-Car Video Field of View	good
In-Car Indicators	good
In-Car Category	categorization via the MDC software proved to be cumbersome for Officers.
In-Car Playback	Playback from MDC software was slow to load and increased CPU/memory usage considerably on the MDC causing other applications to run slow.
In-Car Metadata	acceptable

Proposer: GovDirect

Function	Field Trail Results
In-Car System Ease of Use	<p>Panasonic application on the MDC runs slow and makes other apps run slower. Switching between tabs inside the application took an average of 4-6 seconds. Live view frames per second and quality was turned down to its lowest setting but officers still complained of slowness.</p> <p>During implementation, MNPD found an issue that made the client move to another side of the screen so the "X" button was not visible nor could the user move the window to get the application restarted. Custom client code from Panasonic rectified this issue</p> <p>When the officer goes to the "Upload" tab, the software takes at least 4-5 seconds to switch tabs, and then makes the officer wait until the software generates the list of all files for upload on the recorder. If officers have 20-25 videos, just clicking the tab and viewing the list of videos for upload could take 15-25 seconds.</p>
In-Car video storage size	good
In-Car Interface	good
In-Car Triggers	good
In-Car Video Upload	<p>On one occasion, video would not upload from the InCar Video Processing Unit (VPU). MNPD confirmed connectivity to the server, and even brought another car into the garage to make sure server/network connectivity were working properly. Panasonic suggested switching the VPU in the car with a known good VPU to troubleshoot the issue. Before we were able to arrange that test, the car began to upload properly. Logs were retrieved from the server, but no root cause was found.</p> <p>Traffic between the vehicle DVR and the server requires many bi-directional connections, mostly on UDP ports, and seems unnecessarily chatty. With Panasonic's solution, DVR's in the vehicle polls for the server constantly but the server still initiates the upload connection to the client, which is difficult to manage. The client should initiate the upload to the server.</p> <p>Panasonic Store n forward servers are defined in the vehicle DVR's as a prioritized list of IP addresses, but it will always use first in the list regardless of which precinct the Officer is uploading from. We had to create host based firewall rules on the store n forward servers to work around this issue.</p> <p>During the uploading of video, in the MDC software, certain application tabs and controls are taken away from the officer and controlled by the server until the upload is finished, which limits application function during uploads.</p>
In-Car GPS	built-in GPS acceptable
In-Car Live Stream	not available
In-Car Training Tools	acceptable
In-Car Implementation/Install	Panasonic's hardware took up a significant amount of space in the truck tray.
BWC/In-Car Integration	BWC video is stored in a different format than the InCar video.
VMS Security	poor - due to complexity in adding users and groups to roles.
VMS Redaction	Provided 3rd party video editing tools for redaction functions.
VMS Outside Sharing	acceptable

Proposer: GovDirect

Function	Field Trail Results
VMS Ease of Use	<p>User client is web-based, except for the video player, which requires this software to be installed on all MNPd computers that need to use this system.</p> <p>Video search function is not user friendly and requires officer's usernames instead of last name/first name. Users also have to go into Advanced Options to see this basic search option.</p>
VMS Deletion Process	acceptable
VMS Searching	Video search function is not user friendly and requires officer's usernames instead of last name/first name. Users also have to go into Advanced Options to see this basic search option.
VMS Export	Export conversion from AV3 to MP4 is extremely slow. There is no indication where the export will be saved. There is not a status bar, so there is no way to know how long it will take. While the export is going, user cannot do anything else in the application.
VMS Interfaces	GovDirect/Panasonic did not provide a working CAD, RMS, or Court Interface during field trials. We received only a design interface document.
VMS AD Integration	<p>After Active Directory synchronization takes place, user accounts do not automatically get the role permissions that are assigned based on group membership.</p> <p>User accounts have to be manually edited one-by-one after Active Directory synchronization to assign a Panasonic role. Assigning roles based on group membership does not work.</p> <p>Modifying user accounts fail when there are any special characters such as parenthesis or periods in any of the name fields that come over from the Active Directory synchronization. Manually taking out the special character usually allows the user account changes to be saved, but in the case of the middle name, UDE does not allow any edit, so changes cannot be saved for those user accounts, which required manual user accounts to be created.</p> <p>All Active Directory synchronized user accounts automatically get a 90 day expiration date from the date the user account was synced/created. When expired, users are not allowed to login anymore. Panasonic does not disable its own password expiration and allow Active Directory to handle password expiration, and there was no way this feature could be modified in the administration module. I was advised by Panasonic that a bug in the AD integration sets the expiration date to be set when it should not do so.</p>
VMS On-Premise Tools	acceptable
VMS Audit Trials	acceptable
VMS Reporting	acceptable
VMS Admin Tools	Panasonic's Dashboard tab provides useful graphs and statistics for real time monitoring of video storage and video classifications.
VMS Setup	The initial server install was complex, time consuming, and took many detailed steps by Panasonic personnel. During the course of the setup, services that, at first, were working, no longer worked, which took hours for Panasonic to find and resolve.
VMS Training Tools	acceptable

Proposer: GovDirect

Function	Field Trail Results
VMS System Implementation/Install	The initial server install was complex, time consuming, and took many detailed steps by Panasonic personnel. During the course of the setup, services that, at first, were working, no longer worked, which took hours for Panasonic to find and resolve. After initial implementation, Panasonic server ran at over 50% CPU utilization for over two weeks as they troubleshot the issues. (stuck file and memory leaks)
Equipment/Software Warranty	acceptable
Equipment/Software Maintenance	acceptable
Service Level Agreement	acceptable
Adherence to Test Plan	acceptable

Proposer: AXON	
Function	Field Trial Results
BWC Durability	<p>During Training Academy grappling exercises (starting in the standing position), for Officer A using the Axon BWC, the “suspect’s” actions caused the BWC to turn off during grappling. The “suspect” was not even trying to turn the camera off and did not know how to operate the camera.</p> <p>During Training Academy grappling exercises (starting in the standing position), for Officer B using the Axon BWC, the BWC popped of his shirt during grappling.</p> <p>During Training Academy grappling exercises (starting on the ground), for Officer B using the Axon BWC, the “suspect’s” action caused the BWC to turn off.</p>
BWC Mounting	good mounting options
BWC Video Clarity - Day	acceptable
BWC Video Clarity - Night	The Axon BWC does not perform well at night/low-light conditions.
BWC Video Field of View	acceptable
BWC battery	acceptable
BWC Indicators	LED indicators only. The Axon BWC does not have an LCD display, therefore there is no way to verify who the BWC device is assigned from the device.
BWC Category	The Axon BWC does not allow for categorization of video from the BWC device.
BWC Playback	The watermark/overlay on AXON video is not configurable. For example; the time format is Greenwich Mean Time (GMT), and cannot be changed to CST/CDT, which demonstrates a lack of configuration granularity.
BWC Metadata	If BWC video is uploaded from the in-car system, then the metadata incorrectly shows the video as an in-car camera video.
BWC Overall Ease of Use	easy to use with large button.
BWC video storage size	acceptable
BWC Interface	good
BWC Triggers	acceptable
BWC Video Upload	<p>While configuring and registering the upload/charging docking stations, it became apparent that AXON was taking a dock that was designed to register and upload directly to the cloud, and re-engineering it in the field to work in an on-premise environment. This process required adhoc programming to each dock. Then a hidden registration webpage had to be accessed to register the dock to the on-premise Commander server, and a new firmware version had to be written by their developers and installed. We found that, if this adhoc process was not followed in specific order, then the dock would automatically be connected to the AXON cloud, instead of the on-premise server.</p> <p>Axon upload/charging docks have a DHCP server you cannot turn off. Maintaining unauthorized DHCP servers on devices connected to our network presents security and manageability challenges. This is an example of the lack of configuration granularity in the Axon software and hardware.</p> <p>The AXON dock equipment only uses an Internet-based certificate authority. That works well for cloud based solutions, but not for truly on-premise solutions within an enterprise network such as Metro. For Axon, this is apparently hardcoded in firmware with no ability to change or allow an additional certificate authority, such as the Metro PKI authoritative source for all internal MNPD hosts.</p>
BWC GPS	Since Axon cameras do not include onboard GPS, the Axon solutions require us to provide them with GPS coordinates from our vehicle systems. Although we provided this function for the Axon solution, it adds complexity to the solution and adds multiple potential points of failure which could prevent GPS coordinates being applied correctly to the video. In addition, GPS coordinates will not be applied to the BWC video if the Officer does not have the BWC paired with ViewXL app on their MDC.

Proposer: AXON	
Function	Field Trial Results
BWC Live Stream	Not available
BWC Training Tools	good
BWC Implementation/Install	Inventory Management is a challenge with Axon's Commander VMS. Assigning a camera to an officer requires the administrator to enter the nine digit serial number of the camera into the system.
In-Car Durability	During the course of the field trials, we have experienced front camera hardware failures in all seven vehicles (at different times). The failure is in the Axon camera power switch, which would not allow the camera to be turned off. This issue required the vehicles to be brought back to the garage for replacement of the camera. Axon's response was that this was a bad batch of cameras and they normally don't have hardware issues
In-Car Mounting	acceptable
In-Car Video Clarity - Day	good
In-Car Video Clarity - Night	Does not perform well at night/low-light conditions.
In-Car Video Field of View	good
In-Car Indicators	good
In-Car Category	good
In-Car Playback	The watermark/overlay on AXON video is not configurable. For example; the time format is Greenwich Mean Time (GMT), and cannot be changed to CST/CDT, which demonstrates a lack of configuration granularity.
In-Car Metadata	acceptable
In-Car System Ease of Use	During field trials, the Axon View XL app on the MDC was receiving critical errors and the Axon service would then crash. The generic error message received was, "If you see this message for longer than 30 seconds, Axon View XL has encountered a serious problem. Please contact your department's IT or Axon Support. Axon system service not available." Axon advised they had identified an issue where if a video file hash does not match, Axon View XL service will crash. Axon provided a ViewXL software upgrade to address the issue
In-Car video storage size	acceptable
In-Car Interface	acceptable
In-Car Triggers	Since AXON signal vehicle devices sending triggers via a wireless Bluetooth burst, it has to wait at least 15 seconds until the current Bluetooth burst is complete before it can send another command to the in-car cameras, which means that Officers have to wait up to 15 seconds before they can restart recording, if needed.
In-Car Video Upload	cellular verses WIFI at the precincts. With Axon, uploads happen immediately out in the field via 4g cellular, possibly tying up cellular bandwidth from more critical MDC functions. This also creates concerns for MNPd if our cellular providers start to limit our bandwidth usage. This issue is very difficult to address in Axon's on-premise solution, given their chosen architectural design of their system. Axon worked during most of the 90-day field trial to try to find an adequate solution for this. The only solution provided was to create a new Commander server software update in which, after installation, allowed a new configuration to be pushed down to the Fleet ViewXL application on the MDC's, which implemented "constant pings" to an Axon cloud-based server to determine if the vehicle is on 4G cellular or WIFI. Although this solution allowed us to only upload video across WIFI, unfortunately, this solution added a "cloud-based" component to Axon's on-premise solution. In addition, due to this design, If Metro were to experience an Internet outage, then video could not be uploaded to the on-premise servers from the vehicles, since this Axon component requires connectivity to a "cloud-based" server before any video can be uploaded to the on-premise server. Provides officer with status information on video uploads within their Axon ViewXL MDC application.

Proposer: AXON	
Function	Field Trial Results
	Upload of video from vehicles takes more time due to the fact that the video being uploaded is copied twice, first from the Axon camera to the MDC, and then from the MDC to the Commander server. Once the Officer clicks <submit> on the category screen; View XL app copies video from the fleet cameras to the MDC via WIFI. Once the video is copied to the MDC hard drive, then View XL uploads the video to the Commander server via our existing NetMotion connection. So the video is copied twice during the upload process.
In-Car GPS	Since Axon cameras do not include onboard GPS, the Axon solutions require us to provide them with GPS coordinates from our vehicle systems. Although we provided this function for the Axon solution, it adds complexity to the solution and adds multiple potential points of failure which could prevent GPS coordinates being applied correctly to the video. In addition, GPS coordinates will not be applied to the BWC video if the Officer does not have the BWC paired with ViewXL app on their MDC.
In-Car Live Stream	Not available
In-Car Training Tools	good
In-Car Implementation/Install	<p>Axon InCar camera installations takes less time to install in the vehicle, because they only need to run power cables to the cameras and install the signal input/output device and the two power supplies. No DVR is required since the recordings happen on the cameras. The complexity of this solution is shifted to our other In-car systems where more complex configurations are required in our existing vehicular mobile router, MDC, and NetMotion.</p> <p>AXON fleet requires us to define unique WIFI SSID's for each vehicle mobile router that is tied to the vehicle id. On the MDC, if Officers mistypes the vehicle id at the AXON View XL login window, then uploads and camera control will not work for the Officer. Requiring that each vehicle has their own unique WIFI network name creates additional administrative work for Police IT, since unique configuration files must be maintained for each vehicle.</p> <p>Officers reported consistent WiFi disconnects, this was also verified in a ride along. Sporadic disconnects of the in car cameras from the Sierra wireless access point causes a delay in copying InCar video to the MDC, and would have an effect on the time to complete an upload. Axon made a firmware update available to MNPD a week before the end of field trials, however this was not enough time at the end of field trials for MNPD to validate and test this firmware update</p>
BWC/In-Car Integration	acceptable
VMS Security	good
VMS Redaction	The export video process is quick, and gives the user an informational status bar. The user can define where to save the export. The application allows the user to keep working while the video is exporting.
VMS Outside Sharing	acceptable

Proposer: AXON	
Function	Field Trial Results
VMS Ease of Use	<p>AXON does not have a full web client for the Commander client. The Commander client runs in a VMware thin client from the server. The method in which the software runs on the client computers triggers Metro's Malware Detection system. File exclusions have been implemented, but the client sometimes run from other paths (such as when video is exported with player). It is unsustainable to keep defining all the different locations the executable could run from. Further, creating virus protection exceptions based on executable filenames effectively disables virus protection checks for that specific filename. Since this exception would have to be implemented on all MNPD computers that access the system, it is within reason that hackers/actors who knows that MNPD uses Axon software, could potentially try to attack the MNPD network by trying to send malware disguised as the same filename as Axon software.</p> <p>Axon Commander does not sync video in multi-cam playback.</p> <p>In the Commander client software, the application window cannot be maximized on the secondary display. Users can move the Commander client window over to a secondary display, but when they click maximize, the window snaps back to the primary display. Issue not resolved to date.</p> <p>In the Commander client: the hover-over popup informational window does not work when the application window is moved over to a secondary display. Axon provided a Commander server</p>
VMS Deletion Process	acceptable
VMS Searching	Provides a search function that searches across all defined fields. Has easy to use search filters.
VMS Export	good
VMS Interfaces	Axon did not provide a working CAD, RMS, or Court Interface during field trials. We received only a design interface document.
VMS AD Integration	Commanders Active Directory Integration supports users from one domain only. It does not support multiple domains within an Active Directory Forest, as is the Metro structure. For example, a JIS user (District Attorney user) added as a member of a sync'ed group caused Axon Commander's AD sync to fail.
VMS On-Premise Tools	acceptable
VMS Audit Trials	good
VMS Reporting	acceptable
VMS Admin Tools	Inventory Management is a challenge with Axon's Commander VMS. Assigning a camera to an officer requires the administrator to enter the nine digit serial number of the camera into the system.
VMS Setup	acceptable
VMS Training Tools	acceptable
VMS System Implementation/Install	<p>Axon provided and installed no less than ten (10) Commander Server Upgrade Installations over the course of the 90-day Field Trials to fix issues and add functionality to their on-premise solution.</p> <p>Axon BWC's auto-activated from Fleet signal when the inCar cameras were turned on, however, there was no way to turn this feature off in AXON's current on-premise solution. Axon provided a Commander server upgrade to install, along with new configuration fields which had to be manually defined for each signal device I/O's before the BWC auto activations could be configured.</p> <p>GPS extraction was not included in the original on-premise Commander Server Installation, therefore GPS was not saved with the video with the initial Install of the system. After finding the issue, Axon provided a Commander Server upgrade to address this issue.</p> <p>Some videos were failing to be ingested at the server upon upload, which was causing video files to be moved to an "Offline folder". This issue was due to the BWC's configuration being incompatible with the on-premise Commander server, in relation to the categories field being named differently between the server and the devices. Axon provided a Commander server upgrade to address the issue."</p>

Proposer: AXON	
Function	Field Trial Results
	<p>Upon video ingestion, file size mismatch errors were showing up in the logs. When the Commander server generated the imd file for each video, it stores the size of the video file which was different from the actual size of the video file. Axon advised they need to change the way their software makes calls to the windows OS for the file size. Axon provided a Commander server upgrade to address the issue.</p> <p>Duplicate videos exist in the Commander video repository due to the hash calculation timeout issue during upload</p> <p>In the Commander client, text searches for incident numbers comes back with no results. It worked in the beginning of the field trial, but it appears one of the Commander upgrades performed during the field trial broke this function. Axon provided a SQL script to fix this issue</p>
Equipment/Software Warranty	acceptable
Equipment/Software Maintenance	acceptable
Service Level Agreement	acceptable
Adherence to Test Plan	acceptable

Certificate Of Completion

Envelope Id: 5C861CC3B36C4516AB0126F7F9FD4F94

Status: Completed

Subject: URGENT!! Metro Contract 455783 with WatchGuard, Inc. (Police)

Source Envelope:

Document Pages: 103

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Initials: 6

Procurement Resource Group

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8/23/2019 8:36:50 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Terri R Troup



Sent: 8/23/2019 8:50:02 AM

terri.troup@nashville.gov

Viewed: 8/23/2019 12:27:24 PM

Senior Procurement Officer

Signed: 8/23/2019 12:28:26 PM

Metropolitan Government of Nashville and Davidson

Signature Adoption: Pre-selected Style

County

Using IP Address: 170.190.198.190

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Michelle A. Hernandez Lane



Sent: 8/23/2019 12:28:29 PM

michelle.lane@nashville.gov

Viewed: 8/26/2019 11:53:05 AM

Chief Procurement Officer/Purchasing Agent

Signed: 8/26/2019 11:54:16 AM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Samir Mehic



Sent: 8/26/2019 11:54:20 AM

samir.mehic@nashville.gov

Viewed: 8/26/2019 12:00:33 PM

Security Level: Email, Account Authentication
(None)

Signed: 8/26/2019 2:14:00 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.104

Electronic Record and Signature Disclosure:

Accepted: 8/26/2019 12:00:33 PM

ID: 6f25c853-95d1-4857-8c7d-2201f265e35c

David Edwards



Sent: 8/26/2019 2:14:04 PM

david.edwards@nashville.gov

Viewed: 8/26/2019 2:16:10 PM

Security Level: Email, Account Authentication
(None)

Signed: 8/26/2019 2:19:08 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Troy Montgomery troy.montgomery@motorolasolutions.com VP Of Sales WatchGuard, Inc. Security Level: Email, Account Authentication (None)</p>	<p><i>Troy Montgomery</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 140.101.127.244</p>	<p>Sent: 8/26/2019 2:19:12 PM Viewed: 8/26/2019 2:34:23 PM Signed: 8/26/2019 2:45:54 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/26/2019 2:34:23 PM ID: 1d969a54-4659-4691-92ce-944d1127dc86</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 8/26/2019 2:45:58 PM Viewed: 8/26/2019 5:32:44 PM Signed: 8/26/2019 5:33:08 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Steve Anderson steve.anderson@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Steve Anderson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104</p>	<p>Sent: 8/26/2019 5:33:13 PM Viewed: 8/28/2019 10:10:41 AM Signed: 8/28/2019 10:11:04 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/28/2019 10:10:41 AM ID: 55830979-23fc-4bd2-9ba2-824319896d7b</p>		
<p>Christopher L. Harmon chris.harmon@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>CH</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/28/2019 10:11:08 AM Viewed: 8/28/2019 10:20:10 AM Signed: 8/28/2019 10:34:55 AM</p>
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<p>Talia Lomax O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Talia Lomax O'dneal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 8/28/2019 10:34:59 AM Viewed: 8/28/2019 11:28:54 AM Signed: 8/28/2019 11:29:20 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/28/2019 11:28:54 AM ID: a3688d28-172c-4341-ba73-c4c2911368b6</p>		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/28/2019 11:29:23 AM Viewed: 8/28/2019 12:59:24 PM Signed: 8/28/2019 1:04:39 PM</p>
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Signer Events**Signature****Timestamp**

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication
(None)

BC

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

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Viewed: 8/28/2019 1:35:17 PM
Signed: 8/28/2019 1:47:14 PM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2019 1:35:17 PM
ID: 2aaf4599-2d79-4a41-b102-c52d1f7f1d25

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)

Macy Amos

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.144

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Signed: 8/28/2019 3:54:23 PM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2019 3:48:53 PM
ID: a55931a2-3c02-4420-a20f-929bac10f7fc

Elizabeth Waites
Elizabeth.Waites@nashville.gov
Security Level: Email, Account Authentication
(None)

Elizabeth Waites

Signature Adoption: Pre-selected Style
Using IP Address: 174.195.3.1
Signed using mobile

Sent: 8/28/2019 3:54:27 PM
Viewed: 8/29/2019 8:51:45 AM
Signed: 8/29/2019 8:51:58 AM

Electronic Record and Signature Disclosure:

Accepted: 8/29/2019 8:51:45 AM
ID: ecbb1556-def0-4efe-b683-b0d0a047ad53

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

VIEWED

Using IP Address: 170.190.198.100

Sent: 8/28/2019 1:04:43 PM
Viewed: 8/28/2019 1:05:04 PM
Completed: 8/29/2019 8:52:18 AM

Electronic Record and Signature Disclosure:

Accepted: 8/28/2019 1:05:04 PM
ID: 5799c1e2-07f8-4016-9225-e77aa311a16e

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication
(None)

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Carbon Copy Events	Status	Timestamp
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<p>john Eslick john.eslick@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:06 AM
<p>Rod McDonald rod.mcdonald@motorolasolutions.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:07 AM
<p>Marcus Floyd marcus.floyd@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:09 AM
<p>Jason Anderson Jason.Anderson@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:10 AM
<p>Tim James tim.james@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:12 AM
<p>Michael Brooks MichaelBrook@jis.nashville.org Director of Finance & Operations Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:14 AM
<p>Martasha Johnson MartashaJohnson@jis.nashville.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 8/29/2019 8:52:15 AM Viewed: 8/29/2019 9:29:47 AM
<p>Margaret Keck Margaret.keck@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:</p>	COPIED	Sent: 8/29/2019 8:52:17 AM

Carbon Copy Events	Status	Timestamp
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Ashford Hughes
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Security Level: Email, Account Authentication
(None)



Sent: 8/29/2019 8:52:18 AM
Viewed: 8/29/2019 9:01:46 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/29/2019 8:52:18 AM
Certified Delivered	Security Checked	8/29/2019 8:52:18 AM
Completed	Security Checked	8/29/2019 8:52:18 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a "consumer;" (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any "consumer" is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term "unsolicited mass mailings" includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for "Commercial Electronic Mail Messages" under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

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POLICY NUMBER: TB2-641-005169-070

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All Entities as required in writing prior to the date of loss

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS2-641-005169-010

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: TB2-641-005169-070

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.





Certificate Of Completion

Envelope Id: A351B1626AA248F8B24F5F62DCA04581	Status: Sent
Subject: URGENT! Metro Contract 455783 Amendment 2 with WatchGuard, Inc. (Police)	
Source Envelope:	
Document Pages: 200	Signatures: 11
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/17/2020 11:26:01 AM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/17/2020 11:28:16 AM Viewed: 11/17/2020 11:31:52 AM Signed: 11/17/2020 11:39:03 AM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/17/2020 11:39:06 AM Viewed: 11/18/2020 7:49:26 AM Signed: 11/18/2020 7:49:31 AM
Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/18/2020 7:49:41 AM Viewed: 11/18/2020 7:54:09 AM Signed: 11/18/2020 9:33:34 AM
Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/18/2020 9:33:38 AM Viewed: 11/18/2020 11:21:42 AM Signed: 11/18/2020 11:24:12 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2020 11:21:42 AM ID: f93c959e-edcc-420f-882f-ead9b71b4d14		

Signer Events	Signature	Timestamp
<p>Troy Montgomery troy.montgomery@motorolasolutions.com VP of Sales WatchGuard, Inc. Security Level: Email, Account Authentication (None)</p>	<p><i>Troy Montgomery</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 140.101.167.253</p>	<p>Sent: 11/18/2020 11:24:16 AM Viewed: 11/18/2020 12:00:15 PM Signed: 11/18/2020 12:00:33 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/18/2020 12:00:15 PM ID: 522a4314-0872-429a-889d-6c3d64b03f24</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/18/2020 12:00:37 PM Viewed: 11/18/2020 12:15:37 PM Signed: 11/19/2020 11:11:33 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>John Drake john.drake@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>John Drake</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104</p>	<p>Sent: 11/19/2020 11:11:39 AM Viewed: 11/19/2020 5:00:51 PM Signed: 11/19/2020 5:01:22 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/19/2020 5:00:51 PM ID: e383aeda-6b48-49d6-a66d-1d07a9192efe</p>		
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 11/19/2020 5:01:27 PM Viewed: 11/19/2020 5:09:31 PM Signed: 11/19/2020 5:10:00 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/19/2020 5:09:31 PM ID: 6f1a6c9f-440e-4398-86b0-14ec58fdbec9</p>		
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.49.32.130 Signed using mobile</p>	<p>Sent: 11/19/2020 5:10:05 PM Viewed: 11/19/2020 5:10:44 PM Signed: 11/19/2020 5:11:07 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/19/2020 5:10:44 PM ID: 181d6e84-8433-4c7d-b29c-a513eb414c10</p>		
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.49.32.130 Signed using mobile</p>	<p>Sent: 11/19/2020 5:11:11 PM Viewed: 11/19/2020 5:12:06 PM Signed: 11/19/2020 5:12:24 PM</p>
<p>Electronic Record and Signature Disclosure:</p>		

Signer Events	Signature	Timestamp
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ID: 16508bba-2585-47e1-8a01-26b4fd665ff5

Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication (None)

Sent: 11/19/2020 5:12:29 PM
Viewed: 11/19/2020 5:14:30 PM
Signed: 11/19/2020 5:14:47 PM

Signature Adoption: Pre-selected Style
Using IP Address: 172.56.21.135
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 11/19/2020 5:14:30 PM
ID: 572258e4-24fd-410e-aa5a-961dc6a2ee94

Lora Barkenbus Fox
lora.fox@nashville.gov
Security Level: Email, Account Authentication (None)

Sent: 11/19/2020 5:14:53 PM
Viewed: 11/19/2020 6:52:38 PM
Signed: 11/19/2020 6:53:20 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
Accepted: 11/19/2020 6:52:38 PM
ID: 44be0220-0bc7-4fe5-a4d1-8953e5ad6cc7

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

Sent: 11/19/2020 6:53:27 PM

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
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Accepted: 11/19/2020 1:19:29 PM
ID: 03f333bf-3bb7-4e53-8ed6-7e1f01b1436e

Lora Fox
lora.fox@nashville.gov
Security Level: Email, Account Authentication (None)

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Accepted: 11/19/2020 6:52:38 PM
ID: 44be0220-0bc7-4fe5-a4d1-8953e5ad6cc7

Carbon Copy Events	Status	Timestamp
<p>Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/19/2020 3:03:32 PM ID: 715f6564-a182-4b0e-8028-977eb5e85983</p>		
<p>John Eslick john.eslick@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>John Singleton John.Singleton@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Rod McDonald rod.mcdonald@motorolasolutions.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/17/2020 11:28:16 AM
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Payment Events	Status	Timestamps
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2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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