

City of Napa
Agreement No.

02019-028



VIPER as a Service

For City of Napa, CA

(Direct Sale)

Quote Number: 26098v6

ACCEPTED AND AGREED:

Total Purchase Amount: \$808,685.00

Customer Entity Name: City of Napa (for Napa PD)

By: [Signature]

Name: Gus Ulloth

Title: 9-1-1 COMMUNICATIONS MANAGER

Date Signed: 3/29/19

Customer must initial one of the following:

A customer purchase order is required to pay any invoice relating to this quote. Customer acknowledges that Intrado will not ship any equipment or software, or commence any services, until it has received customer's corresponding purchase order.

A customer purchase order is NOT required to pay any invoice relating to this quote. The signature above authorizes Intrado to ship, provide services, and invoice customer.

The terms and conditions available at west.com/legal-privacy/terms/call-handling will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by West Safety Solutions Corp. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

VIPER as a Service Pricing

Model#	Description	Qty	Selling Price	Total
VIPER as a Service Non-Recurring Expenses				
912990/S	VaaS One-Time Fee per PSAP	2	\$10,000.00	\$20,000.00
912990/S	VaaS One-Time Fee per Position	19	\$1,495.00	\$28,405.00
			Subtotal	\$48,405.00

VIPER as a Service Annual Recurring Fee over 5 Years

Total Annual Charge		5	\$152,056.00	\$760,280.00
			Subtotal	\$760,280.00

Total \$808,685.00

Configuration Parameters - Main Site
Site Configuration

Total Positions	11 A9C, 1 IP-ALI Set
Total Number of E9-1-1 CAMA Trunks	16
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	1
VIPER ACD	12
Add-on for Radio Recorder	Included

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1			
912803/2	VIPER Primary VoIP Soft Switch	1			
912822/2	VIPER Secondary Application Server	1			
912823/2	VIPER Secondary VoIP Soft Switch	1			
912890/BB	Media Kit Prebuilt Building Block	1			
911SIP	9-1-1 Ingress via SIP - License per position	12			
912850	VIPER Integrated ACD (Per Position)	12			
912800	VIPER Gateway Shelf	2			
912801	CAMA Interface Module (CIM)	4			
912811	Application Server License	4			
912811/U	Application Server Position Access License Upgrade	10			
912812	PBX Access License	3			
912812/U	PBX Access License Upgrade	9			
912813	48V Power Supply and Shelf - VIPER System	2			
912817	7 Foot IT Cabinet	1			
P10008	License to Connect Non-Intrado Recording Device	1			
E10642	PowerOps Client Access License	1			
P10035	PowerOps Software Media	1			
912845	IP Phone w/ALI	1			
912925	SIP I/F to 3rd Party PBX License - Per Position	12			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/48	Cisco C2960X-48TS-L 48 port switch (with stacking module)	2			

Power Stations

914121/1	IWS Workstation - Software and Configuration	11
914600/4	IWS External Programmable Keypad - 48 Buttons	11
911801	A9C G3, Desk Mounting Kit	11
911809	A9C G3, Call Handling Accessories	11
911810-1	A9C G3 : Bundle	11
911808	A9C G3, Second Screen Kit	11
911785	Position Image - Power Station Gen3	1

Power 911

913100	Power 911 Client Access License (CAL)	2
913100/U	Power 911 Client Access License Upgrade	9
913152	Power 911 Add-On Recorder for Radio (ITRR)	2
913152/U	Power 911 Add-On Recorder for Radio Upgrade	9
913202	Power 911 Server Access License	2
913202/U	Power 911 Server Access License Upgrade	9
913152/CD	ITRR Media Kit	1

Power Metrics Setup Fees

P10195	Power Metrics Advanced - Service set-up: single RDDM-Server Class	1
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MapFlex Software

MF-SRV-20	MapFlex Server License (11-20 positions)	1
MF-DMS-20	MapFlex 9-1-1 Client License (11-20 positions)	11
MF-DP-NEW	MapFlex GIS Data Prep - New System or Major Version Upgrade	1

Sentry

915137/1	Set-Up Fee	1
E10830	LICENSE, ELM Enterprise Manager 6.7, Class I	2
E10831	LICENSE, ELM Enterprise Manager 6.7, Class II	4
915102/CD	VIPER Alarm Monitoring Media Set	1

OS Update Service Setup Fees

915137/1	Set-Up Fee	1
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Power 911 Hardware

914961	IWS Server RACK Bundle - Type B	1
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MapFlex Hardware

MF-HW	MapFlex Server Hardware	1
MF-HWBU	MapFlex Backup Server Hardware	1

Object Server Hardware

914962	IWS Server RACK - Type A	1
914121/3	IWS Object Server - Underlying Software	1

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1
E10871	LICENSE - Multiplicity KVM	11
914170/CD	Multiplicity KVM	1

PowerOps Hardware

914102/BB	IWS Workstation Prebuilt Building Block	1
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Peripheral Hardware

915109/P	Alarm Panel (Includes Power Supply)	1
600150	Punch Blocks	2
207-990000-046	Cable Cheat - 25PR, 25', MF	2
914840/1	Modem DSU/CSU (Digital)- 2 units	1

Network Equipment

912810/E	Quad Ethernet Switch WIC	2
914147	Call Handling Firewall	2
914148	West Firewall Appliance	1
914148/CD	Call Handling Firewall - Media Set	1

Staging

950852	Front Room Equipment Staging - Per Position	11
950853	Back Room Equipment Staging - Per Cabinet	1

Project Survey

950100	Project Survey (per Site)	1
960575	Living Expense per Day per Person	3
960580	Travel Fee per Person	1

Installation

950104	Professional Services (per Day)	9
960575	Living Expense per Day per Person	11
960580	Travel Fee per Person	1
P10121	Remote MapFlex Configuration	1

Engineering Services

950516	Network Provisioning Services per day	2
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Call Taker and Admin Training

960780	Power 911 Administrator Training	1
960801	Power 911 User Training	3
P10090	MapFlex 9-1-1 Administrator Training	1
960575	Living Expense per Day per Person	8
960580	Travel Fee per Person	1

CCS Training

P10088	ACD CCS Training	3
960575	Living Expense per Day per Person	5
960580	Travel Fee per Person	1

Project Management Services

950510	Project Management Services	1
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Power Metrics Recurring Srv

P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Year 1	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Year 2	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Year 3	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Year 4	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1
P10208	Power Metrics Advanced - 10-19 pos. annual service per PSAP Year 5	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1

Software Subscription

950999/SUB1	Software Subscription Service Year 1	11
950999/SUB1	Software Subscription Service - Year 2	11
950999/SUB1	Software Subscription Service - Year 3	11
950999/SUB1	Software Subscription Service - Year 4	11
950999/SUB1	Software Subscription Service - Year 5	11

Software Protection and Remote Tech Support

950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 2	1
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 2	11
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 3	1
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 3	11
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 4	1
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 4	11
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos – Supplemental Pos Year 5	1
950999/PRO1	Software Protection and Remote Technical Support - 1 Year/Position Year 5	11

On-Site Maintenance

950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Year 1	1
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 1	11
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Year 2	1
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 2	11
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Year 3	1
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 3	11
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Year 4	1
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 4	11
950999/ONS1-2-S	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys - Supplemental Position Year 5	1
950999/ONS1-2	On-Site Maintenance (1 Year), (per position / per year for 11 to 20 positions) Year 5	11

MapFlex Maintenance Services

MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) Year 2	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) Year 2	1
MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) Year 3	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) Year 3	1
MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) Year 4	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) Year 4	1
MF-DMS-REN20	MapFlex Client License Renewal (11-20 pos) Year 5	11
MF-SRV-SUP20	MapFlex Server Support and Maintenance (11-20 pos) Year 5	1

Hardware Protection

950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 2	1
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Year 2	1
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 2	11
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 3	1
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Year 3	1
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 3	11
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 4	1
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Year 4	1
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 4	11
950999/HPMN1-BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 5	1
950999/HPMN1-S	Hardware Protect Multi-Node System - 1 Year/Pos - Supplemental Position Year 5	1
950999/HPMN1	Hardware Protection Multi-Node System - 1 Year/Position Year 5	11

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	20
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5	20

OS Update Recurring Fees

950999/OSU	Operating System Update Service - Per System Back Room Year 1	1
950999/OSU	Operating System Update Service - Per System Back Room Year 2	1
950999/OSU	Operating System Update Service - Per System Back Room Year 3	1
950999/OSU	Operating System Update Service - Per System Back Room Year 4	1
950999/OSU	Operating System Update Service - Per System Back Room Year 5	1

Sentry Monitoring Service

915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 1	11
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 2	11
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 3	11
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 4	11
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 5	11

CISCO Update Service

912819/CD	Cisco IOS update CD Year 1	1
912819/CD	Cisco IOS update CD Year 2	1
912819/CD	Cisco IOS update CD Year 3	1
912819/CD	Cisco IOS update CD Year 4	1
912819/CD	Cisco IOS update CD Year 5	1

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1
DISCOUNT SVC	Service Discount	1
DISCOUNT SYST	System Discount	1
DISCOUNT REC SVC	Recurring Services Discount	1

Configuration Parameters - Fire Station
Site Configuration

Total Positions	8 Dark Backup
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	16
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	1
VIPER ACD	8
Add-on for Radio Recorder	Included

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912807/BB	4 foot Cabinet Prebuilt Building Block	1			
912890/BB	Media Kit Prebuilt Building Block	1			
911SIP	9-1-1 Ingress via SIP - License per position	8			
912850	VIPER Integrated ACD (Per Position)	8			
912800	VIPER Gateway Shelf	2			
912801	CAMA Interface Module (CIM)	4			
912811	Application Server License	9			
912812	PBX Access License	8			
912814	Admin Interface Module (AIM)	4			
E10642	PowerOps Client Access License	1			
P10035	PowerOps Software Media	1			
912845	IP Phone w/ALI	2			
912925	SIP I/F to 3rd Party PBX License - Per Position	8			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2			
912716/S	Cisco Stacking module for C2960-X	2			

Power Stations

914121/1	IWS Workstation - Software and Configuration	8			
914600/4	IWS External Programmable Keypad - 48 Buttons	8			
911801	A9C G3, Desk Mounting Kit	8			
911809	A9C G3, Call Handling Accessories	8			
911810-1	A9C G3 : Bundle	8			
911808	A9C G3, Second Screen Kit	8			
911785	Position Image - Power Station Gen3	1			

Power 911

913100/BAK	Power 911 Backup License	8
913152	Power 911 Add-On Recorder for Radio (ITRR)	8
913202	Power 911 Server Access License	8
913152/CD	ITRR Media Kit	1

Power Metrics Setup Fees

P10193	Power Metrics Advanced - Service set-up: single RDDM	1
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MapFlex Software

MF-DMS-CBU	MapFlex Client License - Failover Backup Position	8
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Sentry

E10830	LICENSE, ELM Enterprise Manager 6.7, Class I	1
E10831	LICENSE, ELM Enterprise Manager 6.7, Class II	4

Object Server Hardware

914962	IWS Server RACK - Type A	1
914121/3	IWS Object Server - Underlying Software	1
914958	Rocket Port Express Octacable DB9, PCIe Card	1

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1
E10871	LICENSE - Multiplicity KVM	8

PowerOps Hardware

914102/BB	IWS Workstation Prebuilt Building Block	1
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Peripheral Hardware

600150	Punch Blocks	2
207-990000-046	Cable Cheat - 25PR, 25', MF	2
914840/1	Modem DSU/CSU (Digital)- 2 units	1

Network Equipment

912810/E	Quad Ethernet Switch WIC	2
914147	Call Handling Firewall	2
914148	West Firewall Appliance	1
914148/CD	Call Handling Firewall - Media Set	1

Staging

950852	Front Room Equipment Staging - Per Position	8
950853	Back Room Equipment Staging - Per Cabinet	1

Project Survey

950100	Project Survey (per Site)	1
960575	Living Expense per Day per Person	1

Installation

950104	Professional Services (per Day)	9
960575	Living Expense per Day per Person	11
960580	Travel Fee per Person	1

Engineering Services

950516	Network Provisioning Services per day	2
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Project Management Services

950510	Project Management Services	1
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Power Metrics Recurring Srv

P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1

Software Subscription

950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 1	8
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 2	8
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 3	8
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 4	8
950999/SUB1-BU	Software Sub Service - 1 Year/Position – Back Up Position Year 5	8

Software Protection and Remote Tech Support

950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 2	10
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 3	10
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 4	10
950999/PRO1-BU	Soft Protect and Remote Tech Support - 1 Year/Pos – Back Up Pos Year 5	10

On-Site Maintenance

950999/ONS1-2- BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 1	10
950999/ONS1-2- BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 2	10
950999/ONS1-2- BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 3	10
950999/ONS1-2- BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 4	10
950999/ONS1-2- BU	On-Site Maint - 1 Year/Pos - 11 to 20 pos sys – Back Up Position Year 5	10

MapFlex Maintenance Services

MF-DMS-REN10	MapFlex Client License Renewal (6-10 pos) Year 2	8
MF-DMS-REN10	MapFlex Client License Renewal (6-10 pos) Year 3	8
MF-DMS-REN10	MapFlex Client License Renewal (6-10 pos) Year 4	8
MF-DMS-REN10	MapFlex Client License Renewal (6-10 pos) Year 5	8

Hardware Protection

950999/HPMN1- BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 2	1
950999/HPMN1- BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 2	10
950999/HPMN1- BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 3	1
950999/HPMN1- BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 3	10
950999/HPMN1- BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 4	1
950999/HPMN1- BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 4	10
950999/HPMN1- BRD	Hardware Protect Multi-Node System - 1 Year/Back Room Deployment Year 5	1
950999/HPMN1- BU	Hardware Protect Multi-Node System - 1 Year/Pos – Back Up Position Year 5	10

Antivirus Recurring Fees

914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1	14
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2	14
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3	14
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4	14
914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5	14

Sentry Monitoring Service

915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 1	8
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 2	8
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 3	8
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 4	8
915137/SL	Per Power 911 position remote monitoring - VIPER alarms annual recurring fee Year 5	8

DISCOUNT

DISCOUNT MNTC	Maintenance Discount	1
DISCOUNT SVC	Service Discount	1
DISCOUNT SYST	System Discount	1
DISCOUNT REC SVC	Recurring Services Discount	1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:


(Signature)

Robert Plummer, Police Chief
(Type name and title)


ATTEST:


(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

Caitlin Saldanha, Deputy City Clerk
March 20, 2019

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor
(Type name and title)

CONSULTANT:

West Safety Solutions Corp _____
(Type name of Consultant/form of organization)*

By: 
(Signature)

Ron Beaumont, President _____
(Type name and title)

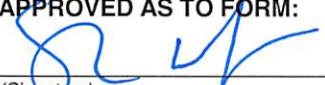
By: _____
(Signature)

(Type name and title)


Address: 1601 Dry Creek Dr. _____
Longmont, CO 80503 _____

Telephone: 720.494.5800 _____

APPROVED AS TO FORM:


(Signature)

Sabrina S. Wolfson, Deputy City Attorney

 for
Michael W. Barrett, City Attorney
(Type name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates individual to sign contracts, this Agreement must be signed by the President or Vice President **and** the Secretary or Treasurer of a corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation

Notes

Note: West Quote 26098:

Notwithstanding anything to the contrary in the West Web Terms referenced on the cover page of this Quote, the following terms will apply:

Section 1 of the Web Terms is replaced with the following:

These Terms begin on the Effective Date and ends upon West's completion of the Services required by this Agreement, unless terminated earlier, as provided herein; Termination of any Order will not affect these Terms or any other Order.

Section 7.1 of the Web Terms is replaced with the following:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF WEST FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER SINCE THE EFFECTIVE DATE OF THIS AGREEMENT. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

Section 16.5 of the Web Terms is replaced with the following:

The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa. Injunctive relief will apply to any breach of Sections 2 or 10 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule, or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

The following additional terms are hereby added to the Web Terms:

If any dispute arises between the parties in relation to these Terms, the authorized representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, West will continue providing the Services during the course of any dispute, unless otherwise directed by Customer. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by West arising from or related to this Agreement are subject to the claim presentment requirements in the Government Claims Act (Government Code section 900 et seq.).

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- 1 VaaS is a minimum 60 month term. VaaS consists of the provision of the equipment and software described herein, on a Subscription basis. West will retain ownership of all hardware, and the customer receives a license to use the hardware and software during the subscription period. VaaS pricing includes all components shown herein. The customer is responsible for insuring the equipment and replacement in the event of damage or destruction to the equipment if not due to the actions of West. Vaas will be billed on a yearly basis.

Additional positions may be added at \$8004.00/position/year.

Customer is responsible for the large screen monitor on which Power Ops is to be displayed. Customer is responsible for installation of the monitor and connectivity (including cabling) from the Power Ops workstation. Power Ops is mandatory if the VIPER ACD option is selected. Customer is providing all monitors and cabling to the workstations.

- 2 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all West Safety Solutions Corp applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

- 3 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
 - 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
 - 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.
-

Please note that in all cases, West Safety Solutions Corp will not be responsible for the support or provisioning of the 3rd party recorder.

- 4** West Safety Solutions Corp.'s Remote Monitoring Service monitors all IWS products as well as most third party equipment. The service forwards alarms and alerts to a centralized West Safety Solutions Corp. Network Operations Center for monitoring. This service requires the purchase of Sentry hardware from West Safety Solutions, Corp.

West Safety Solutions Corp.'s Technical Support Center receives remote customer alarms and alerts 24x7x365, notifying West Safety Solutions Corp. of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Support services are purchased.

The dispatching of West Safety Solutions Corp. technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

West Safety Solutions Corp Responsibilities:

- Remote Monitoring of customer based PSAP equipment.
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Clearing of the alarm upon notification of the customer.

Customer Responsibilities:

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system. Designation of customer contact points or its assigned on-site service personnel.
-

- 5** Professional Services: This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, West will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.
-

- 6** The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
-

7 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where West Safety Solutions, Corp's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- West Safety Solutions Corp. resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

-
- 8** **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

West Safety Solutions, Corp. will provide periodic software release bulletins to customers which announce and explain new feature releases for West Safety Solutions Corp. software. Customers may then request the new release or version from West Safety Solutions Corp. based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.'s then current prices for such services.

-
- 9** **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of West Safety Solutions Corp. CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. West Safety Solutions Corp. will publish periodic software release bulletins to customers which announce important product updates for West Safety Solutions Corp. software. Customers may then request the new update from West Safety Solutions Corp. based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.'s then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

- 10** **On-site Support Services** are primarily designed to assist with issues that require system expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's West Safety Solutions Corp. system. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and system upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. West Safety Solutions Corp. may engage third-party vendors to provide the On-Site Support Services.

- 11** **Hardware Protection Service** provides for the replacement of any non-operating West Safety Solutions Corp. provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover

items where warranty has been voided due to abuse, Force Majeure or other actions.

When the West Safety Solutions Corp. Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

- 12** MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

Customers are required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless West has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the customer's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
- MapFlex Data Update Service (one-time or recurring)

Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade

13 **Power Metrics**

West retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to West at the conclusion of the service.

Terms

VENDOR NAME **West Safety Solutions Corp**
1601 Dry Creek Drive
Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

SUBMIT P.O. ordermanagement.safetyservices@west.com

PRICING All prices are in USD
Taxes, if applicable, are extra.
Handling and Shipping charges are extra unless specified on the quote.

DISCOUNT **Maintenance and Recurring service discounts will be applied proportionately to each year of service purchased. If services are cancelled for future years, no refund or credit will be issued relating to such discount.**

SHIPPING TERMS FCA (Montreal), INCOTERMS 2010

PAYMENT Per Contract

DELIVERY TBD

VALIDITY **Quote expires on April 20, 2019.** However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.

COPYRIGHT The information contained in this document is proprietary to West Safety Solutions Corp and is offered solely for the purpose of evaluation.

Web Terms for Services, Software, and Equipment as of March 4, 2019

These Website Terms for Services, Software, and Equipment apply to sales made by West Safety Solutions Corp. and West Safety Services, Inc. (if in the United States) or West Safety Services Canada, Inc. (if not in the United States) (as applicable, "West") to the customer issuing a purchase order to West ("Customer"), as of the date of such purchase order ("Effective Date"). These "Terms" consist of these terms and conditions, any orders or statements of work referencing these terms or issued by Customer to West, and any quotes from West to Customer on which a purchase order is based (each, an "Order") describing the West services ("Services"), software object code and accompanying documentation ("Software"), and/or hardware or other equipment ("Equipment") that West agrees to provide to Customer. "Affiliate" has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than West Corporation and its subsidiaries, be deemed a West "Affiliate" for purposes of these Terms.

The terms of any separate agreement executed by the parties and applicable to a purchase will supersede these Terms.

1. Term

These Terms begin on the Effective Date and do not have a defined end date; rather, these Terms will apply to any Order for the duration of such Order. Termination of any Order will not affect these Terms or any other Order.

2. Confidentiality

Exhibit A: Confidentiality and FOIA applies to disclosure and use of Confidential Information (as defined in Exhibit A) exchanged under these Terms and disclosures required by applicable freedom of information or public records laws.

3. Software

3.1. License Grant

Subject to these Terms, West grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable license to use Software at the location ("Site") and on the number of servers, workstations, and users or other applicable metric set forth in the Order, solely for Customer's internal purposes, to copy Software onto a storage device, and to make one copy solely for backup and disaster recovery purposes.

3.2. Restrictions

Customer will not itself, or through any Affiliate, agent, or other third party: (a) sell, lease, sublicense, or otherwise transfer Software; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from Software; (c) modify or enhance Software, or write or develop any derivative software, or any other functionally compatible, substantially similar, or competitive products; (d) network Software or use Software to provide processing services to third parties, commercial timesharing, rental, or sharing arrangements, or otherwise use Software on a service bureau basis; (f) provide, disclose, divulge, or make available to, or permit use of Software by any third party without West's prior written consent; or (g) use or copy Software except as permitted hereunder.

3.3. Audit

On 45 days' written notice, West may audit Customer's use of Software. Customer agrees to cooperate with West's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the programs in excess of Customer's license rights. If Customer does not pay, West can end Customer's maintenance and support, licenses, and these Terms.

Customer agrees that West will not be responsible for any of Customer's costs incurred in cooperating with the audit.

4. Maintenance and Support Services

To the extent that an Order provides for maintenance and support Services for Equipment and Software, such Services will be provided in accordance with West's then-current Maintenance and Support Services terms located at <https://www.west.com/legal-privacy/terms/#call-handling>.

5. Limited Warranty

5.1. Software and Equipment Limited Warranty

West warrants that the West Software and Equipment will perform substantially in accordance with West's specifications for 12 months from Acceptance Date (see Section 13 below). West will, at its sole discretion and as Customer's sole remedy, repair or replace the problem Software and Equipment, provided that the problem can be reproduced on either West's or Customer's systems. Replacement parts are warranted to be free from defects in material and workmanship for 90 days, or for the remainder of the limited warranty period of the West Equipment they are replacing, whichever is longer. The limited warranty includes remote support services (help desk) during the warranty period. Freight costs to ship defective Equipment to West are borne by Customer, with return at West's expense. West will pass through to Customer any third party manufacturer warranties for products supplied by West. Customer's access to and use of third party Equipment and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third party licensors of such third party Equipment or Software.

5.2. Services Limited Warranty

West warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

5.3. Disclaimer

West will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood, or accident; or (iv) has not been installed by West or a West authorized technician. EXCEPT AS STATED IN THIS SECTION, WEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF



DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT SOFTWARE, EQUIPMENT, SERVICES, OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

6. Customer Materials

Customer will provide information reasonably requested by West to perform Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) West's use of Customer Materials will not violate the rights of any third party. Customer will retain ownership of all Customer Materials.

7. Limitation of Liability

7.1. Limitation

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF WEST FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

7.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

8. Indemnification

8.1. West Indemnity

West will indemnify, defend, and hold harmless Customer, from third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by West's gross negligence or willful misconduct.

8.2. Customer Indemnity

Except to the extent prohibited by applicable law, Customer will indemnify, defend, and hold harmless West, its Affiliates, and their officers, directors, employees, and agents from Claims (a) relating to Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

8.3. Procedures

The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party's consent if the settlement does not affect the

rights of the indemnified party. The indemnified party may participate in the defense at its expense.

9. Termination

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if West uses good faith efforts to cure. Software licenses will remain in force until terminated, if at all, due to an uncured material default. On termination of a Software license, Customer will, to the extent applicable, (a) cease using Software, and (b) certify to West within one month after termination that Customer has destroyed or has returned to West the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

10. Intellectual Property

West retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to Services, Software, and Equipment, and any development, enhancement, improvement or derivative works thereto, except for Customer Materials (collectively, including all intellectual property rights, "West IP"). Customer receives no other right, title, or interest in, to, or under West IP. West IP is West's Confidential Information (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of West IP in West.

Customer will not disclose or allow access to West IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access West IP and who are bound by law or written agreement to comply with Customer's duties under these Terms. Neither party will reverse engineer, decompile, disassemble, or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

11. Delivery

Equipment will be shipped FCA point of origin (Incoterms 2000) on completion of the manufacturing process, and Software will either be shipped using the above method, or made available for download from a site designated by West. All shipping and handling charges will be prepaid by West and charged to Customer. For RMA requests or other returns, West's Defective Equipment Return Policy, Project, and Spares Equipment Return Policy will apply.

12. On-Site Services

12.1. West Obligations

If West performs Services at Customer's premises, such as installation ("Installation"), site survey, project management, training, or cutover services (as applicable, "On-Site Services"), West will:

- If Installation is purchased, install and perform acceptance testing on Software and Equipment at the Site in



accordance with West's normal installation and testing practices.

- If training is purchased, perform training as specified in the Order.
- Designate a project manager with authority, competence, and responsibility to communicate information to West and to act as liaison between West and Customer.

12.2. Customer Obligations

If On-Site Services are ordered, Customer will, at its expense:

- Designate a general project coordinator, with authority, competence, and responsibility to communicate information to West and to act as liaison between Customer and West.
- Ensure that staff: (i) are available during nonstandard work times as necessary (early, late, and weekends) (ii) monitor acceptance testing; and (iii) are on-site for technical training, if applicable.
- Provide unobstructed access for Installation and testing of Software, Equipment and cabling, including obtaining any necessary consents from the landlord, building owner, or others.
- Ensure that any Customer equipment meets West's specifications.
- Provide, within the Site, suitable and easily accessible secure storage of tools, test sets, lockers and employees' personal effects.
- Ensure that the Site will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications, and will be dry and free from dust.
- Provide all patching, painting, openings, conduits, floor reinforcements, or other furniture or mechanical modifications pertinent to Installation.
- Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground as specified by West.
- Provide an exclusive VPN tunnel to allow for remote diagnostics and a modem for establishing the remote access by West.
- Dispose of all Equipment packing material.
- Maintain, at all times, a procedure, external to Software and Equipment, for the reconstruction of lost or altered files, data, or programs deemed necessary by Customer.
- Ensure that West is promptly informed of any problems with Software or Equipment.
- Ensure Customer's third party vendors collaborate with West in a reasonable and timely manner.

12.3. Exclusions, Changes

If On-Site Services are prevented, interrupted or delayed due to Customer's failure to meet its obligations stated above, or if Customer unexpectedly delays or changes the agreed-on schedule for On-Site Services, Customer will be responsible for applicable travel and lodging costs, charges at West's standard hourly rates for the time during which such On-Site Services were prevented, interrupted or delayed, any other direct costs incurred by West, and West then-current rescheduling fees (currently \$300.00 per person, per day, of time scheduled to be On-Site). West will not be deemed to be

in default nor be held responsible for any delays or failures resulting from an event of Force Majeure or for any delays resulting from Customer or any of Customer's third party vendors or from Customer's obligations stated above. Changes to the design or installation plan by Customer after the original Order will be considered a request for a change order. On receipt of a request for a change order, West will, within ten business days, either accept or refuse the request for a change order, and will issue a new quote to cover any costs, if applicable, associated with the change order.

13. Acceptance

If West is not performing Installation, Software and Equipment will be deemed accepted when West has completed its shipping obligations. If West is performing Installation, then Customer will provide West with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after West's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept Software and Equipment, it will notify West in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. West will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that Software and Equipment is used for live call-taking or dispatching. If Software and/or Equipment are being installed at multiple Sites, the above acceptance process will apply to each Site. The date of acceptance of the first Site will be referred to as the "Acceptance Date." Services will be deemed accepted when performed.

14. Payment

14.1. Payment Terms

If Installation is not purchased, then all fees will be invoiced on shipment. If Installation is purchased, Customer will be invoiced according to the following terms:

- 30% on acceptance of Customer's Order
- 30% on shipment
- 30% on System Cutover
- 10% on Acceptance Date

Maintenance and Support Services will be payable as stated in the Order, either (i) in advance according to the above percentage breakdown, or (ii) annually in equal payments, which payments will be due on each anniversary of Acceptance Date. Other Services will be invoiced when performed. Dedicated On-Site Services will be invoiced when the on-site personnel are first made available to Customer.

14.2. Payment Method

Customer will pay all invoices within 30 days of invoice date, without setoff or deduction, preferably via electronic funds (ACH, EFT, or wire transfer). West will apply payments to the oldest outstanding invoice.

14.3. Taxes

Customer will bear all applicable taxes, duties, and other government charges relating to Services (including applicable



interest and penalties), except taxes based on West's income. Any tax exemption must be supported by appropriate documentation.

14.4. Late Payments

Invoices not paid when due will bear interest from the due date at the lower of two percent per month, or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). West may change payment terms or require a deposit on an adverse change in Customer's financial condition or payment record.

14.5. Cancellation Fees

Cancellation of any element of an Order before shipment or performance of Services will result in cancellation charges equal to 25% of the price of the cancelled item. Anything that has been specifically developed for Customer, including any special order or custom Software or Equipment, is not cancellable. Cancellation or rescheduling is not permissible after shipment. Delays by Customer to delivery, Installation Services, or acceptance testing that in the aggregate exceed six months may, in West's discretion, be treated as a cancellation of the Order, and be subject to the greater of the above fees, or West's total expenses allocated to the project through such date.

14.6. Payments Final

All amounts paid are final and nonrefundable. Equipment and Software may be returned only pursuant to a valid warranty claim or as permitted as part of Maintenance and Support Services.

15. Insurance

Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

16. Miscellaneous

16.1. Governmental Agencies

Use of West Services or products by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and

conditions. Contractor/manufacturer is West Corporation or its affiliates, 11808 Miracle Hills Dr., Omaha NE 68154.

16.2. Force Majeure

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers.

16.3. Independent Contractors, Beneficiaries

The parties are independent contractors. No agency, joint venture, or partnership is created under these Terms. These Terms benefit Customer and West only; there are no third party beneficiaries.

16.4. Interpretation, Conflict, Severability

"Including" means including, without limitation. "Days" means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties.

16.5. Assignment

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that West may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

16.6. Applicable Law and Remedies

These Terms are governed by Colorado law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Sections 2 or 10 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule, or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

16.7. Compliance with Laws

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. West may cease or modify Services or these terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with West's Code of Ethical Business Conduct located at <https://www.west.com/legal-privacy/code-of-ethics/>.

16.8. Advertising and Publicity

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent, except that West



may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

16.9. Affiliates, Changes

Services may be provided, in whole or part, by West or its Affiliates. West Safety Communications Inc. may provide regulated portions of Services. West may modify or improve Services, Software, and Equipment during the term.

16.10. Notices, Entire Agreement, Survival

All notices must be in writing. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid,

return receipt requested, or when delivered by hand, overnight courier, or fax with confirmed receipt. These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.



Exhibit A: Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A-Confidentiality and FOIA will apply to information disclosed under these Terms. Customer may disclose the West's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to West to allow West to claim applicable exemptions, make applicable objections, or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

1. Definitions

"Confidential Information" means all information disclosed by or on behalf of either party ("Discloser") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to, a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms, or other business information.

2. Exclusions

Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Exhibit; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by Recipient without use of Discloser's Confidential Information.

3. Use and Disclosure

Recipient and its employees, Affiliates, agents, and contractors will: (a) use Confidential Information only for the Terms; (b) disclose Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Terms; (d) use the same standard of care to protect Discloser's

Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Discloser's confidentiality or proprietary notices, legends, or markings on all copies or extracts of Confidential Information; and (f) use and disclose Confidential Information as authorized in writing by Discloser. Recipient is responsible for compliance with this Exhibit by its employees, Affiliates, agents, and contractors.

4. Required Disclosure

If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser's expense, to seek protective orders or appropriate restrictions on use and disclosure. Confidential Information disclosed under this Section will continue to be subject to all terms of this Exhibit for all other purposes.

5. Return or Destruction

Within 30 days after termination of the Terms or written request of Discloser, Recipient will return or destroy Discloser's Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.

West Call Handling CPE Standard Maintenance and Support Services

These Maintenance and Support Services terms ("MSS Terms") describe the current offerings for maintenance and support services for West Call Handling equipment and software sold to a customer ("System"). These MSS Terms apply to any of the services described below that appear on a West quote ("Quote"). These terms are in addition to, and do not modify the terms of the applicable agreement between the parties ("Agreement"). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

West's standard limited warranty runs for twelve months from acceptance. This limited warranty includes Software Protection and Remote Technical Support during the warranty period.

The following are the current West service offerings:

- Software Protection and Remote Technical Support
- Software Subscription Service
- On-Site Support Services
- Hardware Protection Service
- Remote Monitoring of Sentry Alarms Services
- VIPER® Alarm Monitoring Service
- Remote Operating System Update Service
- Remote Anti-Virus Update Service

Also included in Table 1 in Section 9 below are Response Time Goals and Severity Levels

General Note: Please note that for all services described in these MSS Terms, West will not be obligated to repair or replace any software or equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by West, a West authorized technician, or by customer or its agent in an approved manner.

1. Software Protection and Remote Technical Support

1.1. Availability

This service is included in the standard warranty, and a mandatory requirement for the receipt of any technical support after the warranty period.

1.2. Offering Summary

Bundled offering which provides access to software maintenance releases as well as remote technical support that allow for 24x7x365 assistance from West's centralized Support Center for the West System. Customer may not purchase Software Protection and Remote Technical Support for a subset of the West System; all 911 call taking positions must be covered.

1.3. About Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

West will provide periodic software release bulletins to customers which announce and explain important product updates for West Software. Customers may then request the new release or version from West, based on applicability of the release to customer's System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West deploy a new release, West will dispatch



appropriate personnel to perform the upgrade on a mutually agreed upon date at West's then current prices for such services.

The customer is encouraged to periodically install new Software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

1.4. Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Technical Support are based on system issue severity levels as defined in Table 1 in Section 9 below. Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

1.5. West Responsibilities

- Respond to service requests based on appropriate severity level response goals
- Assess the system issue(s)
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist customer to apply the identified fix
- Escalate issues for review when required
- Communicate progress and resolution with the specific customer contact
- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

1.6. Customer Responsibilities

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal
- Provide the following information when initiating a service request:
 - Site Name/ID number/Agency Location
 - Contact Name and Number
 - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System
- Provide additional symptoms and information as they occur pertinent to resolving systems issues
- Respond to West communications regarding case status and resolution in a timely manner
- Allow West remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify West before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation)
- Store and maintain all software needed to restore the system as well as all system back-ups
- Install software

1.7. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by West
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed West equipment

- West installation support. Installation services can be purchased separately from West.
- Assistance with Geographic Information Systems (“GIS”) data updates performed by the end user, or resulting problems
- Consultation for new software or equipment
- Software does not provide new features or functionality upgrades
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer’s operating system, hardware or third party software may be required from time to time to support Maintenance Releases. West will not be responsible for the cost of such upgrade.

1.8. Reinstatement of West Software Protection and Remote Technical Support

If Software Protection and Remote Technical Support lapses, the customer’s access to the Support Center will be discontinued, and reinstatement fees will apply as follows if the customer desires to receive any technical support services:

- Payment for the lapsed period at the prevailing rate; plus
- Purchase of Software Protection and Remote Technical Support for the current period; plus
- System recertification fees in the form of a Class A inspection at \$1,500 per day plus related travel and expense charges.

2. Software Subscription Service

2.1. Availability

This service is not included in the standard warranty; available for separate purchase only if (i) customer’s System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

2.2. Service Description

Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

West will provide periodic software release bulletins to customers which announce and explain new feature releases for West Software. Customers may then request the new release or version from West, based on applicability of the release to customer’s System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West deploy a new release, West will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West’s then current prices for such services.

The customer is encouraged to periodically install new Software releases because to keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer’s existing System.

2.3. West Responsibilities

- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

2.4. Customer Responsibilities

- Contact a West Sales account representative to order an available software release
- Install the software

2.5. Conditions not covered under this Service offering

- Consultation for new software or equipment
- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. West will not be responsible for the cost of such upgrade

3. On-Site Support Services

3.1. Availability

This service is not included in the standard warranty; available for separate purchase.

3.2. Service Description

On-site Support Services are primarily designed to assist with issues that require System expertise in troubleshooting and restoration at the customer's location.

On-site Support Services include travel costs and time and labor related to the service incident. Also included in the service are quarterly on-site preventative and routine maintenance reviews (four per year) of the customer's System. These maintenance visits can include the installation of routine updates to software. Training, configuration changes, reprogramming and System upgrade labor are not included in this offering, but are available for purchase.

On-Site Support Services options include the designation of a technician dedicated specifically to the customer's deployment(s), or alternately a non-dedicated resource available for use with other customers. West may engage third-party vendors to provide the On-Site Support Services.

Regardless of designation, the response times of On-Site Support Service technicians are based on system issue severity levels as defined in Table 1 in Section 9 below.

3.3. West Responsibilities

- Dispatch a technician to customer's site when the issue cannot be resolved remotely
- When on-site, assist customer in performing System diagnostics
- Provide on-site technician visit on a quarterly basis to perform preventative and routine maintenance activities

3.4. Customer Responsibilities

- Perform responsibilities as detailed in the Remote Technical Support section (above)
- Brief on-site technician on issue(s) and actions taken
- Allow West both on-site and remote access to the System
- Validate issue resolution prior to close of the case.
- Cooperate with West and perform all acts that are reasonable or necessary to enable West to provide the On-Site Support Services. These include maintaining a suitable environment (heat, light, and power) and providing the technician with full, free, and safe access to the System. All sites must be accessible by standard service vehicles

3.5. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by West
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- West Hardware/Software System Upgrade support (other than associated with a Software Subscription Service). Upgrade services can be purchased separately from West.
- West installation support. Installation services can be purchased separately from West.
- Assistance with GIS data updates performed by the end user, or resulting problems.

4. Hardware Protection Service

4.1. Availability

This service is not included in the standard warranty. It is available for separate purchase.

4.2. Service Description

The Hardware Protection Service provides for the replacement of any non-operating West provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the West Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the non-working item from the customer.

4.3. West Responsibilities

- Once a hardware item has been determined to be non-operational, initiate the replacement of the item.
- Providing a pre-printed return label to the customer for use in their return of the original non-functioning unit back to West.

4.4. Customer Responsibilities

- If a replacement unit has been provided by West, the customer will return the non-functioning unit within 30 days of new item receipt.

4.5. Conditions not covered under this Service offering

- Replacement of non-operation hardware not provided by West
- Replacement of non-operational workstation monitors
- Hardware items deemed to be non-functional as a result of abuse, Force Majeure or other actions
- Installation of the replacement hardware

4.6. Suspension of West Hardware Protection Coverage

If the original non-functioning hardware is not returned within 30 days after receipt of a replacement item, the customer's ability to use service will be suspended. The service will be reinstated upon receipt of the non-functioning hardware.



Suspension of the service can also occur as a result of non-payment for the Hardware Protection maintenance contract.

5. Sentry® Alarm Monitoring Services

5.1. Availability

This service is not included in the standard warranty; available for separate purchase.

5.2. Service Description

West offers Remote Monitoring of the System through a remote centralized network systems management solution, also known as "West Sentry". West Sentry monitors all West products as well as most third party equipment, and forwards alarms and alerts to a centralized West Network Operations Center for monitoring. This service requires the purchase of West Sentry hardware from West.

West's Technical Support Center will receive the remote customer alarms and alerts 24x7x365 notifying West of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Technical Support services are purchased.

The dispatching of West technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

5.3. West Responsibilities

- Remote Monitoring of customer based PSAP Equipment
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing of the alarm

5.4. Customer Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system
- Designation of Customer contact points or its assigned on-site service personnel

6. VIPER Alarm Monitoring Service

6.1. Availability

This service is not included in the standard warranty; available for separate purchase.

6.2. Service Description

The VIPER Alarm Monitoring service is a remote problem detection offering. This service monitors the integrated alarm messaging and notifications of the VIPER CPE for irregular behavior, including faults and performance threshold breaches. To enable the monitoring functionality, West will configure the VIPER CPE to transmit alarm messages through an installed firewall, across the Customer's Internet connection, to the West Network Operating Center ("NOC").

The NOC will receive the remote alarms and alerts 24x7x365 notifying West of the health and status of the VIPER CPE. Upon receipt of an alarm, West will contact either the Customer directly or the assigned on-site service personnel to provide the appropriate technical response. West will perform automatic remote troubleshooting of the alarm as part of the Customer's Remote Technical Support service



coverage. The dispatching of a West technician for support after an alarm is received and initial troubleshooting has been performed is available for customers who have purchased On-Site Support Services.

6.3. West Responsibilities

- Remote Monitoring of Customer-based VIPER CPE
- Contacting either the PSAP directly or its assigned on-site service personnel upon receipt of the alarm, as appropriate
- Clearing the alarm

6.4. Customer Responsibilities

- Establish business rules regarding alarm notifications and escalation conditions within the VIPER CPE
- Designation of contact points or its assigned on-site service personnel
- High-speed network access

Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
Alerting Environment	Integrated VIPER Alarm Messages and Notifications. <u>Primary Alarm Sources:</u> CAD Router CDR Manager Config Dist Service Domain Name Server Third-Party gateways ALI Server PMG Console Process Monitor Soft Switch Fault Manager Telephony Server CIM Server Zoo Replication Manager Alarm contact	Nearly all aspects of a 9-1-1 system - the West Call Handling Equipment and most 3rd party equipment utilized at a PSAP. Includes all integrated VIPER alarms, and health status detection of installed equipment. Monitoring of the hardware equipment for potential failure (full hard drive, workstation fan malfunction, etc.) is a primary driver for use of this service over that of VIPER Alarm Monitoring.
Alert Delivery Options	To the West Network Operations Center	To the Local PSAP To the West Network Operations Center
Local PSAP Alert Options	[none]	Audible and Visual Alarm Panel alerts, e-mail, pager & SMS messages
Hardware	Firewall Appliance (1)	Firewall Appliance (1) Sentry Server and Console Kit (1)
Software	Software Media Set (1) ELM Class 1 Application (1) ELM Class 2 Application (1)	Sentry Media Kit (1) ELM Class 1 App (1 per server) ELM Class 2 App (1 per Position & IP Agent)
Services	Viper Alarm Monitoring Service (per position workstation-each year)	Sentry Monitoring Service (per ELM App installed-each year)

Summary of Monitoring Features		
	VIPER Alarm Monitoring	Sentry-based Monitoring
Alarm Handling Process	Alarms from the VIPER are transmitted directly to the West Network Operations Center.	Alarms from the VIPER and all monitored hardware sources are collected at the Sentry server which then transmits the alerts to the local PSAP and/or to the West NOC.

7. Remote Operating System (“OS”) Update Service

7.1. Availability

This service is not included in the standard warranty; available for separate purchase.

7.2. Service Description

The OS Update Service provides system administrators who need to manage and distribute Microsoft OS updates the ability to do so directly through the VIPER Primary Domain Controller. When Microsoft issues security updates for its OS software, the OS Update Service makes them quickly available to CPE administrators.

Before delivering a Microsoft OS update to a Customer, West will review the OS patch content to understand its relevance to the VIPER product family. Once a patch is determined to be applicable, it is certified by West’s Validation Engineering team and packaged for deployment. The deployable OS update is then loaded to the West centralized server. The VIPER Primary Domain Controller is then ready, upon authorization from the Customer’s system administrator, to distribute the updates on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the Customer to track and report on the deployment of updates to the System via the VIPER Primary Domain Controller.

7.3. West Responsibilities

- Make available OS updates for deployment which are certified for applicability on VIPER CPE products.

7.4. Customer Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: West does not quote or provide high speed internet access as a product offering. For network access service, contact a local Internet Service Provider (“ISP”).
- Manually synchronize the System with the West Care Access Server to download any available OS Update files. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the OS Updates to the customer machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Restart the Customer machines on the System as required by the Microsoft update (per the West-defined restart process). Some Microsoft OS updates require a restart of the Customer machines for them to take effect.

7.5. Conditions not covered under this Service offering

- The distribution of the OS Update on disc, drive or other hardware media
- Replacement of non-operational workstation monitors
- Provision of updates to any West software products, or Anti-Virus offerings

8. Remote Anti-Virus (“AV”) Update Service

8.1. Availability

This service is not included in the standard warranty; available for separate purchase.

8.2. Service Description

This service provides system administrators who need to manage and distribute Symantec signature updates the ability to do so directly through the VIPER primary domain controller. When new signature updates are issued and certified by West, the AV Update service makes them quickly available to CPE administrators.

Before delivering an antivirus signature update to a Customer, West will review the content to understand its relevance to the VIPER product family. Once a signature update is determined to be applicable, it is certified by West’s Validation Engineering team and packaged for deployment. The deployable signature update is then loaded onto the West centralized server. The Symantec Endpoint Protection manager running on the premise VIPER primary domain controller receives the updates from the West server and is then able, upon authorization from the Customer’s system administrator, to distribute them on the applicable Windows equipment, including all servers and position workstations.

The deployment process includes the ability for the Customer to track and report on the deployment of signature updates to all of Customer’s System via the VIPER primary domain controller.

8.3. West Responsibilities

- Make available antivirus signature updates for deployment which are certified for applicability on VIPER CPE products.

8.4. Customer Responsibilities

- Provide high-speed, secure broadband (business grade DSL or T1 link) network access. (Note: West does not quote or provide high speed internet access as a product offering. For network access service, contact a local ISP.
- Manually synchronizing the VIPER system with the West Care Access Server to download any available antivirus signature updates. If desired, this function can be programmed to occur on a pre-determined schedule.
- Manually trigger the distribution of the antivirus signature updates to the customer machines in the System (servers and workstations). If desired, this function can be programmed to occur on a pre-determined schedule.
- Must have a valid Symantec Endpoint Protection Enterprise Edition software license (version 12.1.1 or above) on each customer machine in the System (servers and workstations) that receives the updates. This license can be purchased from West, please see ordering notes below.

8.5. Conditions not covered under this Service offering

- The distribution of the antivirus signature updates on disc, drive or other hardware.
- Provision of updates to any antivirus software products other than Symantec Endpoint Protection Enterprise edition (version 12.1.1 or above).
- Provision of updates to OS or any West software products.

9. Response Time Goals and Severity Levels

Table 1: Remote Technical and On-Site Support Services Response-Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
1 Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	West will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, West will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
2 Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	West will provide the customer a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect to continue operations. If a bypass procedure is used, West will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
3 Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non-functioning.	8 Business hours	Next Business Day	West will provide the customer with a program code correction in a maintenance release.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
4 Minor Issue	This class of problem is non-service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
5 Inquiry	This is not a class of problem, but is an inquiry only.	2 Business Days	Does not apply	Does not apply.

*On-site response time goal is based on the time from which West determines an on-site technician is necessary. On-site response is only available if Customer has purchased On-Site Services.