



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name Fresno Police Department
 Contact Name David Madrigal
 Phone 5596212169 📞
 Email david.madrigal@fresno.gov

CustID 0623-07540
 Created Date 12/30/2024
 Quote Number 00009433
 Expiration Date 1/17/2025

Ship To Name Fresno Police Department

Prepared By Ryan Bray
 Phone (480) 968-1488 📞
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| Product | Product SKU | Product Code | Line Item Description | Product Description | Sales Price | Quantity | Total Price |
|---|-------------|--------------|--------------------------------------|---|-------------|----------|-------------|
| Service Plan - V-180®-Annual | 8000816 | SP-V180-A | SP Dates 06/23/2024 0612212025 | Additional year annual service plan to include telephone support, remote assistance, screens, cameras, truss system, cabling, computers, projectors, accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), minor build software upgrades, i.e., VOS 5.x, hot-fixes, security patches, security upgrades, 2-day shipping, labor and travel. Annual service and maintenance visit from a VirTra technician upon request. Emergency service trip if deemed necessary by VirTra. Includes all travel and expenses in CONUS. | \$17,752.80 | 1.00 | \$17,752.80 |
| Service Plan - V-180®-Annual | 8000816 | SP-V180-A | SP Dates 06/23/2025 0612212026 | Additional year annual service plan to include telephone support, remote assistance, screens, cameras, truss system, cabling, computers, projectors, accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), minor build software upgrades, i.e., VOS 5.x, hot-fixes, security patches, security upgrades, 2-day shipping, labor and travel. Annual service and maintenance visit from a VirTra technician upon request. Emergency service trip if deemed necessary by VirTra. Includes all travel and expenses in CONUS. | \$17,752.80 | 1.00 | \$17,752.80 |
| Service Plan V-180-V-300® Platinum Year 4 | 8000830 | SP-Y4-PLAT | SP Dates 06/23/2026 0612212027 | Additional year annual service plan to include telephone support, remote assistance, screens, cameras, truss system, cabling, computers, projectors, accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), minor build software upgrades, i.e., VOS 5.x, hot-fixes, security patches, security upgrades, 2-day shipping, labor and travel. Annual service and maintenance visit from a VirTra technician upon request. Emergency service trip if deemed necessary by VirTra. Includes all travel and expenses in CONUS. | \$26,629.20 | 1.00 | \$26,629.20 |



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| | | | | | | |
|--|---------|----------|---|------------|------|------------|
| VirTra Advanced Trainer Certification Course | 7000001 | V-ATCC-5 | Advanced Trainer Certification Course (ATCC): 40-hour high demand course on how to incorporate video simulation into your training program properly and successfully. Includes 32 hours of "The Science of Simulation Training", and "Train the Operator Certification". The Science of Simulation is a critical overview and application of the recent science into adult learning specifically as it applies to simulation. Adult learning concepts in this course apply to all modes of learning both inside and outside the simulator. Training occurs at VirTra Global HQ in Chandler, AZ.. Travel and expenses not included. | \$1,500.00 | 2.00 | \$3,000.00 |
|--|---------|----------|---|------------|------|------------|

| | |
|-------------|-------------|
| Total Price | \$65,134.80 |
| S&H | \$65.00 |
| Grand Total | \$65,199.80 |

Sales Terms and Conditions for Direct Sales to End Users/Buyer
[Revised 15 NOV 2024]

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancellation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legally allowable interest rate in effect on the applicable dates.



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8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties Agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.



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16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries.

To the furthest extent allowed by law, SELLER shall defend, indemnify and hold harmless BUYER, and its officers, officials, employees, agents and volunteers from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by BUYER and any reasonable attorney's fees and costs) which arise from SELLER's negligence or willful misconduct; a breach of SELLER's confidentiality (information not of public record) obligations arising from SELLER's negligence or willful misconduct; or SELLER's violation of a law applicable to SELLER's performance under the contract. BUYER must notify SELLER promptly in writing of the claim and give SELLER control over its defense or settlement with BUYER approval, reasonable approval will not be withheld. BUYER agrees to provide SELLER with reasonable assistance, cooperation, and information in defending the claim at SELLER's expense. SELLER will defend, indemnify, and hold harmless BUYER from third-party claims that the software and/or documentation infringes an intellectual property. For the avoidance of doubt, the foregoing notwithstanding, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order.

If SELLER subcontract all or any portion of the services to be performed under this Agreement, SELLER will require each subcontractor to indemnify, hold harmless and defend BUYER and your officers, officials, employees, agents and volunteers in accordance with this paragraph.

This section shall survive termination or expiration of this Agreement.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if



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provided and any service and license agreement(s), are intended to be discharged or nullified.

21. Governing Law, Jurisdiction, and Venue. The laws of the State of California, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of California and the courts of California shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty.

Screen-based simulators: Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment.

Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.

V-XR: Seller warrants the product manufactured by Seller for a period of 12 months from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, such dropping, or other improper use or misuse.

Option to purchase VirTra Care for V-XR: VirTra Care is a protection plan that covers V-XR hardware in the event of the accidental drop or breakage of V-XR hardware limited to one (1) headset and/or one (1) tablet for a period 12 months from delivery to the agreed delivery point. Upon receiving a customer report of damage covered by VirTra Care a replacement device will be provisioned, shipped, with a return prepaid label for the return of the damaged device within ten (10) days after receipt of the replacement device. Failure to return the damaged device shall result in an invoice for the replacement device at VirTra's current purchase price. VirTra Care may be purchased in 12 month increments, up to 36 months. Items damaged due to water exposure; lost or stolen items are not covered under VirTra Care.

To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in this section 22 are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty section. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. Buyer Ordered Delivery Delay. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to proceed as described herein.

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

[SIGNATURES FOLLOW ON NEXT PAGE.]



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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

VirTra, Inc.

By: _____
Mindy Casto
Police Chief
Fresno Police Department

By: John Givens
Name: John Givens
Title: CEO

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: Jennifer Wharton 5/27/2025
Jennifer M. Wharton Date
Deputy City Attorney

By: Alanna Boudreau
Name: Alanna Boudreau
Title: CFO

ATTEST:

TODD STERMER, MMC

City Clerk

By: _____
Deputy Date

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits)

Purchase Order:

Check:

Other (please specify):

Attachment A: Insurance Requirements



Attachment A INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, SELLER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by BUYER'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to BUYER, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, SELLER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SELLER shall be withheld until notice is received by BUYER that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to BUYER. Any failure to maintain the required insurance shall be sufficient cause for BUYER to terminate this Agreement. No action taken by BUYER pursuant to this section shall in any way relieve SELLER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by BUYER that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SELLER shall not be deemed to release or diminish the liability of SELLER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify BUYER shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SELLER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SELLER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.



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4. **Cyber Liability (Privacy and Data breach) insurance** appropriate to SELLER'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by SELLER in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

SELLER, or any party the SELLER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to BUYER, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **CYBER LIABILITY insurance** with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event SELLER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the BUYER, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SELLER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SELLER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS



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The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. BUYER, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status under the General Liability policy shall be broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to BUYER, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SELLER'S insurance coverage shall be primary insurance with respect to the BUYER, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the BUYER, its officers, officials, employees, agents and volunteers shall be in excess of SELLER'S insurance and shall not contribute with it. SELLER shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

All policies of insurance shall contain, or be endorsed to contain, the following provision: SELLER and its insurer shall waive any right of subrogation against BUYER, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to BUYER. SELLER is also responsible for providing written notice to the BUYER under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SELLER shall furnish BUYER with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for BUYER, SELLER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which SELLER is engaged with the Buyer for such length of time as necessary to cover any and all claims

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SELLER.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SELLER, SELLER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to BUYER for review.



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5. These requirements shall survive expiration or termination of the Agreement. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SELLER shall not be deemed to release or diminish the liability of SELLER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SELLER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SELLER, its principals, officers, agents, employees, persons under the supervision of SELLER, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

SELLER shall furnish BUYER with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the BUYER'S Risk Manager or his/her designee prior to BUYER'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of BUYER, SELLER shall immediately furnish Buyer with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If SELLER subcontracts any or all of the services to be performed under this Agreement, SELLER shall require, at the discretion of the BUYER Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the Buyer to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by BUYER Risk Manager or designee. If no Side Agreement is required, SELLER will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.








9433 Fresno PD Service Plans

Final Audit Report

2025-05-22

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|-----------------|--|
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