

# Intrado®

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is between **Intrado, Inc.**, a Colorado corporation ("**Intrado**"), and the **City of Fresno**, a California municipal corporation ("**CITY**"), dated as of the latest signature date ("**Effective Date**"). The parties may enter into orders or statements of work referencing this agreement (each, an "**Order**") describing the Intrado services ("**Services**"). "**Agreement**" means this Agreement for Services and all Orders. "**Affiliate**" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

**1 TERM:** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order.

### **2 PAYMENT:**

**2.1 Invoices:** CITY will pay the fees described in Orders. Intrado bills recurring fees monthly and non-recurring fees within 30 days of the Order effective date (except as specified in an Order). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Requested Services performed by Intrado before an Order effective date or outside the scope of the Order will be billed at Intrado's then-current rate (except as otherwise specified in an Order). Intrado will apply payments to the oldest outstanding invoice.

**Taxes:** CITY will bear all applicable taxes, duties, and other government charges relating to the Services (including applicable interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

**2.2 Termination:** Intrado's pricing is based on fees for the entire Order term. Upon early termination of the Service Order (except due to Intrado's default), CITY will pay for Services delivered and outstanding invoices, for the current year of service.

**2.3 Non-Allocation.** Intrado agrees that should CITY in any fiscal year fail to allocate funds to this Agreement, CITY may terminate this Agreement without penalty, and no other funds owned or controlled by CITY shall be obligated under this Agreement. CITY shall provide immediate notification to Intrado if CITY fails to allocate said funds to this Agreement, at which time CITY shall release Intrado from all obligations under this Agreement.

**2.4** In the event that Intrado modifies the Service in a manner which removes or disables a feature or functionality on which CITY materially relies, Intrado, at CITY's request, shall use commercially reasonable efforts to restore such functionality to CITY. In the event that Intrado is unable to substantially restore such functionality, CITY shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by CITY but not yet furnished by Intrado as of the date of such termination. CITY acknowledges that Intrado reserves the right to discontinue offering the Service at the conclusion of CITY's then current term.

**2.5 Late Payments:** Invoices not paid when due will bear interest from the due date at the lower of two percent per month. CITY will pay all reasonable costs of collection (including attorney fees). CITY

**2.6 Disputed Invoices:** CITY may withhold only good faith disputed amounts, not to exceed one year's recurring fees for the Service and will pay all other amounts when due. CITY must notify Intrado within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days.

**3 CONFIDENTIALITY:** Exhibit A – Confidentiality and FOIA applies to disclosure and use of confidential information exchanged under this Agreement and disclosures required by applicable freedom of information or public records laws.

### **4 LIMITED WARRANTY:**

**4.1 Warranty:** Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities. Except as provided in an Order, Services will be deemed accepted when performed. Intrado does not warrant products, equipment, hardware, or

software used to provide the Services but not manufactured by Intrado. Intrado will pass through to CITY any applicable third party warranties to the extent permitted by such third party.

**4.2 Disclaimer:** EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY OR THAT THE SERVICES OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

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

## 5 LIMITATION OF LIABILITY

**5.1 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 INTRADO WILL BE LIMITED TO FIVE TIMES THE TOTAL VALUE OF PAYMENTS MADE BY CITY TO INTRADO WITHIN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**5.2 Application:** 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.

**5.3 Time Limit:** ANY SUIT MUST BE FILED WITHIN THE STATUTORY TIMELINE AFTER THE CAUSE OF ACTION ACCRUES.

## 6 INDEMNIFICATION

**Intrado Indemnity:** CITY To the furthest extent allowed by law and subject to Section 5.1 Limitation of Liability herein, INTRADO shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, INTRADO or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. INTRADO's obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If INTRADO should subcontract all or any portion of the work to be performed under this Agreement, INTRADO shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**6.1 Immunity:** If applicable and to the extent not prohibited by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by applicable federal, California, or local law, regulation or other rule which extends protections to the other Party in any form, including but not limited to governmental or other immunity, indemnification, or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

## 7 TERMINATION

**7.1 TERMINATION FOR DEFAULT:** 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 Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure.

**7.2 TERMINATION FOR UNAUTHORIZED SERVICES.** The Services provided pursuant to this Agreement shall not include social media mining or threat assessment based thereon. Only by approval of the Council of the City of Fresno ("Council") shall such components be included in the Services. If information derived from social media mining is included in the Services without prior approval by the Council, both parties agree that this Agreement is automatically terminated.

## 8 INTELLECTUAL PROPERTY:

**8.1 Intrado IP:** Intrado 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 the Services and any development, enhancement, improvement or derivative works of the Services (collectively, including all intellectual property rights, "Intrado IP"), CITY Materials excluded. Intrado grants CITY a non-exclusive, non-transferable license during the term to use the Intrado IP only to the extent required to utilize the Services, subject to this Agreement. CITY receives no other right, title or interest in, to or under Intrado IP. Intrado IP is Intrado's confidential information. CITY will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

**8.2 Restrictions; Reservation of Rights:** CITY will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than CITY's employees and subcontractors who have a need to access the Intrado IP and who are bound by law or written agreement to comply with CITY's duties under this Agreement. 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.

**9 ON-SITE SERVICES:** For any Services performed on CITY's premises, CITY will (a) provide appropriate facilities, access, furnishings, equipment, software, documentation, passwords and data; (b) maintain adequate security, safety, utilities, and environmental standards; and (c) reimburse Intrado for its reasonable out-of-pocket expenses, including coach class travel, business class lodging, automobile rental, and meals, unless otherwise provided in the Order. While on the other's premises, each party will comply with the other party's written security rules and regulations.

## 10 INSURANCE:

**10.1** Throughout the life of this Agreement, Intrado shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, 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 CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, 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.

**10.2** If at any time during the life of the Agreement or any extension, Intrado fails 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 Intrado shall be withheld until notice is received by CITY 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 CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve Intrado of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

**10.3** The fact that insurance is obtained by Intrado shall not be deemed to release or diminish the liability of Intrado, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY 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 Intrado. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Intrado, its principals, officers, agents, employees, persons under the supervision of Intrado, vendors, suppliers, invitees, Intrados, sub-Intrados, subcontractors, or anyone employed directly or indirectly by any of them.

**10.4** Subcontractors' Insurance. If Intrado should subcontract all or any portion of the services to be performed under this Agreement, Intrado shall require each subcontractor/sub-Intrado to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Intrado and CITY prior to the commencement of any services by the subcontractor. Intrado and any subcontractor/sub-Intrado shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

## **11 MISCELLANEOUS:**

**11.1** 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.

**11.2** Independent Contractors; Beneficiaries: Intrado is an independent contractor. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits CITY and Intrado only; there are no third party beneficiaries, including CITY's customers.

**11.3** Interpretation; Conflict; Severability: "Including" means including, without limitation. "Days" means calendar days. If any terms of this Agreement and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other CITY 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. This Agreement may be modified or amended only in a writing signed by the parties.

**11.4** Assignment: This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent.

**11.5** Applicable Law, Venue, and Remedies: This Agreement shall be governed by California law with venue in Fresno County, California. Injunctive relief will apply to any breach of Section 3 or 8. 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 this Agreement.

**11.6** Compliance with Laws: Each party has or will timely obtain all consents, licenses, permits and certificates required to perform under this Agreement. Each party will comply with laws,

rules, regulations and court orders applicable to it or the Services. Intrado may cease or modify the Services or the terms as reasonably required to comply with changes in law.

**11.7 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 Intrado may use CITY's name and marks in its customer list without consent.

**11.8 Affiliates; Changes:** Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Communications, Inc. may provide regulated portions of the Services. Intrado may modify or improve Services during the term.

**11.9 Notices; Entire Agreement; Survival; Signature:** All notices must be in writing and delivered to the address below. 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. This Agreement, the Service Order, and the applicable Service Guide(s) 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 this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

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

CITY OF FRESNO,  
a municipal corporation

INTRADO, INC.,  
a Colorado corporation

By: \_\_\_\_\_  
Jerry Dyer, Chief                      Date  
Police Department, City of Fresno

By: Steve Louie  
Title: Senior Vice President  
(Chairman/Pres/Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: Chris Wergin  
Name: Chris WERGIN  
Title: FINANCE MANAGER  
(CFO/Secretary/Treasurer)

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Amanda B Freeman      3/25/2016  
Amanda B Freeman      Date  
Deputy

ADDRESSES:

CITY:  
City of Fresno  
2600 Fresno Street  
Fresno, CA 93721

INTRADO, INC:  
INTRADO  
Attn: Legal Department, Copy attn.: Corporate  
Controller  
1601 Dry Creek Dr.  
Longmont, CO 80503

Attachments:

- Exhibit A: Confidentiality and FOIA
- Exhibit B: Insurance Requirements
- Exhibit C: Disclosure of Conflict of Interest
- Exhibit D: Service Guide
- Exhibit E: Service Order



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## 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 this Agreement. CITY may disclose the Intrado's Confidential Information only to the extent required by applicable law or regulation. CITY will give sufficient notice to Intrado to allow Intrado 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 ("Disclosing Party") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable business person 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. "Affiliate" means any person or entity directly or indirectly controlled by, controlling or under common control of a party.
- 2. Exclusions:** Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Agreement; (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 the Recipient without the use of Disclosing Party's Confidential Information.
- 3. Use and Disclosure:** Recipient and its employees, Affiliates, agents and contractors will: (a) use the Confidential Information only for the Agreement; (b) disclose the Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Agreement; (d) use the same standard of care to protect Disclosing Party'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 Disclosing Party's confidentiality or proprietary notices, legends or markings on all copies or extracts of Confidential Information; and (f) use and disclose the Confidential Information as authorized in writing by the Disclosing Party. Recipient is responsible for compliance with this Agreement 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 Disclosing Party (unless prohibited by law) and cooperate with Disclosing Party, at Disclosing Party's expense, to seek protective orders or appropriate restrictions on use and disclosure. The Section titled Use and Disclosure does not apply to disclosure required under this Section.

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- 5. Return or Destruction:** Within 30 days after termination of the Agreement or written request of Disclosing Party, Recipient will return or destroy Disclosing Party's Confidential Information. Recipient will certify return or destruction if requested by Disclosing Party. Recipient may retain Disclosing Party's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Disclosing Party's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or back up systems) as long as it is retained by or for Recipient.



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**EXHIBIT B****INSURANCE REQUIREMENTS**  
**Agreement between City of Fresno ("CITY")**  
**and Intrado, Inc. ("CONSULTANT")**  
Beware Software**MINIMUM SCOPE OF INSURANCE**

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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

**MINIMUM LIMITS OF INSURANCE**

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, 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.

OR\*

**PERSONAL AUTOMOBILE LIABILITY** insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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. PROFESSIONAL LIABILITY (Errors and Omissions):**

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

**6. 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 CONSULTANT 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-

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contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, 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, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed

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manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) 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 CONSULTANT.
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 CONSULTANT, CONSULTANT 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 CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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 only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

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 CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or

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agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY 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 CITY, CONSULTANT 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.

#### VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'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 CITY, CONSULTANT shall immediately furnish City 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.

**EXHIBIT C**

**DISCLOSURE OF CONFLICT OF INTEREST**

Intrado, Inc.

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

Signature \_\_\_\_\_

Date \_\_\_\_\_

(name) \_\_\_\_\_

(company) \_\_\_\_\_

(address) \_\_\_\_\_

(city state zip) \_\_\_\_\_

**EXHIBIT D – SERVICE GUIDE**

Intrado® Beware® /Address<sup>SM</sup> and  
Beware® /INsight<sup>SM</sup>  
Service Guide

Version 2816.02.19  
for Fresno PD, CA



© 2013 Intrado Inc., Fremont, CA, USA - All rights reserved.  
This documentation may not be altered, copied, distributed, published,  
or disclosed in whole or in part without Intrado's prior written consent.

**intrado**

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## **1. INTRODUCTION**

Beware<sup>®</sup>/Address<sup>SM</sup> and Beware<sup>®</sup>/INSight<sup>SM</sup> Services (collectively, the "Service") is a fully managed solution offering threat assessment and situational awareness for first responders and other public safety officials.

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## **2. SERVICE OVERVIEW**

### **2.1 Service Description**

Service provides first responders and public safety field personnel going to a specified address or responding to a real-time community threatening event with critical information when and where it is needed most. First responders gain intelligent information from billions of commercial and public records and thousands of web hits about people, places, and properties in an interactive web-based format complete with threat scores, headlines, and "Beware" statements. The Service provides in-depth coverage of target addresses as well as people, vehicles and phone numbers associated with the address.

The Service starts with a target address (related to the incident) and performs a threat assessment of this address leveraging the largest base of public and proprietary information available on the market today to capture all people believed to be at that address. Included are people associated with the target address.

The Service presents person(s) of interest, identifying data (including mobile phones), individual threat scores, and explanations of potential threats to public safety.

In the event of an emergency response, after the resolution of the event, the responding officers may use the Service to conduct further research on persons and locations related to the event and to record their observations or other extraneous data in a notes interface.

### **2.2 Service Features**

The Service includes the following features:

- Provides the 'risk picture,' complete with threat scores on each individual believed to be at the target address
- Displays relevant information on a street address or person of interest
- Situational awareness and threat information, which could include vehicle ownership, criminal records, warrants, permits, property records, relatives, associates, cell phone numbers, home telephone numbers, and Internet posts, but excluding any and all social media posts.
- Key contact data for address occupants and associates such as mobile phone numbers
- Detailed tool for further research into persons, places, phone numbers, or vehicles after the initial event
- The Services provided pursuant to this Agreement shall not include social media mining or threat assessment based on social media mining. Only by approval of the Council of the City of Fresno ("Council") shall such components be included in the Services. If information derived from social media mining is included in the



Services without prior approval by the Council, both parties agree that this Agreement is automatically terminated.

### **2.3 Service Components**

The Service includes the following components:

- Beware/Address query, which is based on target address (related to the incident), performs a threat assessment of this address leveraging the largest base of public and proprietary information available on the market today to capture all people believed to be at that address. Included are people associated with the target address
- Beware/INsight general research tool, used after the event has been handled and the responding officer needs to document the event or conduct additional research on persons, places or things involved in the event

### **2.4 Sample Query Flow for Beware/Address**

The following is a sample query flow to illustrate the Service:

- 1) A caller initiates a 9-1-1 request for assistance via voice or text and terminates on the serving PSAP or a field officer encounters a situation that could benefit from additional situational awareness.
- 2) The call-taker or field officer initiates a Beware/Address query on a specific location.
- 3) Beware/Address provides results which include people likely at or associated with the event address, and key data about them (such as mobile phone, associates, vehicles, criminal records, etc.) as well as their threat score computed from proprietary algorithms, taking into account all information weighted based on relative contribution to identifying potential threats.
- 4) Call-taker/dispatcher can relay information to first responders or if the responder has a Beware account, can provide access to the results on-line.

### **2.5 Service Display Options**

The Service does not require any new hardware or software. The Service displays within a supported browser application on a workstation, laptop, tablet, or Smartphone.

The Service may also be integrated with Power 9-1-1<sup>®</sup> for use within the call handling processes. If outlined in the Service Order, Power 9-1-1 workstations will be configured to support Beware searching.

Intrado is working with numerous third-parties to integrate The Service, making it a powerful information tool for all public safety personnel. This includes but is not limited to Computer Aided Dispatch displays ("CAD"), mobile unit terminals, and radios. Although these display options are not part of this offering, Intrado can provide further details about these integrations and their benefits.

### **2.6 Service Delivery**

The Service is a Cloud-based, Software as a Service ("SaaS") application that is delivered securely over the internet to the requesting device/workstation. A requirement of this delivery is a Customer supplied reliable internet service.

## 2.7 Service Evolution

Intrado is committed to providing services that meet the needs of its customers and the public safety industry as a whole. To that end, the Service may transition with new or modified features over time. The Customer will be notified of these software upgrades, the feature content, and the scheduled upgrade date. Unless previously agreed upon, the pricing in the Service Order will not be altered for any upgrade or new/modified feature.

## 3. RESPONSIBILITY MATRIX

The following matrix outlines the typical responsibilities of each party for the implementation and ongoing provision of the Service. Where both parties have been listed, additional detail on the responsibilities of each party is included in the sections below.

Task	Responsibility
<b>Project Implementation</b>	
Project Management	Intrado Customer
Private Database Vendor Communication	Intrado
Develop Intrado Methods and Procedures	Intrado
PSAP Facilities and Preparation	Customer
Reliable Network and Internet Service	Customer
Project Implementation	Intrado Customer
Training on Service	Intrado
End to End Testing of Service Prior to Activation	Intrado
Activation of Service	Intrado
<b>Ongoing Responsibilities</b>	
Beware Application and System Upgrades	Intrado
Beware Storage and Backups	Intrado
Beware Network and System Maintenance	Intrado
Beware Network and System Monitoring	Intrado
Network and Internet Maintenance and Monitoring	Customer
Problem Reporting, Triage and Resolution	Intrado
Usage monitoring and communication	Intrado
Compliance with credentialing requirements, end-user terms and usage restrictions	Customer

**Table 1: Responsibility Matrix**

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### **3.1 Intrado Project Management**

Intrado designates a project manager to act as Intrado's project lead and the primary interface with the Customer's appointed contact for project collaboration. Project collaboration includes:

- Coordination of project kickoff meeting with Customer
- Coordination with Customer to determine project plan, design and requirements
- Identification and communication of key milestone dates and events for the implementation timeline
- Program tracking of the master project plan and task management of the project implementation
- Coordinate and manage all necessary Intrado resources to complete the Service deployment activities

### **3.2 Customer Project Management**

Customer designates a single point of contact for engagement with Intrado. This designee is the person(s) to serve as primary contact and "agency administrator(s)" for the Service. The agency administrator is the Customer's project leader during implementation and while Customer is using the Service. As agency administrator works with Intrado project lead to:

- Coordinate Customer's technical resources for implementation planning and design and requirements definition
- Coordinate all training of Customer personnel
- Report any problems related to the project
- Facilitate ongoing communications with Intrado
- Assign appropriate Information Technology ("IT") Personnel
- Coordinate End-User credentialing process for Customer personnel
- On-going, appropriately address any suspected abuse of Service

### **3.3 Project Implementation**

The following outlines the implementation process for the Service:

#### **3.3.1 Planning Phase**

Within the Planning Phase, Intrado works with Customer to create an implementation project schedule which will include implementation dates, training dates, key deliverables, and production dates.

Intrado works with the Customer Agency Administrator to understand credentialing process for the Service and to identify the End-User groups.

Intrado works with the Customer to understand the network and internet requirements for the Service in order for Customer to fulfill obligations identified in Section 4 below.

### **3.3.2 Credentialing Phase**

Customer must complete a credentialing process before being able to use the Service. This will include completion of certain forms and acknowledgement by Customer and Customer's End Users that they will use the Service only for permitted purposes; and that failure to comply will result in temporary or permanent termination of the Service for the End User which is at Intrado and/or the applicable data providers' sole discretion. Credentialing also includes Customers agreement to be bound by the terms in Exhibit A. Failure to comply with such terms will result in temporary or permanent termination of the Service, at Intrado and/or the applicable data provider's sole discretion.

### **3.3.3 Service Deployment Phase**

After completing the Credentialing Process, Intrado will begin activities to deploy the Service. This is called the Service Deployment Phase, and encompasses the following:

- Training, as described in Section 6 below
- Activation of the Service for each End-User that has completed credentialing and training
- If outlined in the Service Order, configuration and testing of Power 9-1-1 workstations to support Beware searching

### **3.3.4 Service Usage Monitoring Phase**

The Service Usage Monitoring Phase is an on-going phase for the term of the Service Order. Intrado will monitor usage and advise the Agency Administrator(s) as to optimal configurations for contracted usage. Usage reports are generated monthly and submitted to Customer.

Monitoring is also used to ensure compliance with usage restrictions. Both Intrado and the data providers monitor Customer queries for violations. Should a violation be identified, Intrado will notify Agency Administrator for appropriate action.

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## **4. CUSTOMER RESPONSIBILITIES**

Customer understands, acknowledges, and accepts the following responsibilities for Service implementation and on-going usage:

- Service is implemented only after Customer and all end users successfully complete a credentialing process, including agreement with third party database usage terms set forth in Exhibit A.
- Customer is responsible for ensuring that its hardware, software and network are compatible with the Service. Upgrades to Power 9-1-1<sup>®</sup> for service display is the responsibility and cost of Customer.
- Service requires a reliable internet connection with adequate bandwidth. Customer is responsible for providing and maintaining this connection. Intrado is not responsible for failure to deliver Service if the Customer's internet is not available.
- Customer's Agency Administrator will respond swiftly, within agency rules and guidelines, to discipline any Service abuse identified by Intrado or its service

providers. Intrado reserves the right to temporarily or permanently terminate the Service to end user at Intrado and/or the data provider's sole discretion.

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#### **5. MAINTENANCE AND TECHNICAL SUPPORT**

Intrado Help Desk is available 24x7x365 and will be Customer's point of contact for any urgent technical or operational support issues. Intrado will work with Customer to triage all Intrado systems to determine the appropriate resolution.

Intrado will provide to Customer the Operations Support and Escalation Procedures. Details include notification procedures, documentation to be provided, problem escalation procedures and contacts, and general support provisions. Intrado will use best practices to structure and maintain these procedures.

Intrado will schedule planned events for system maintenance or upgrades that may impact the Customer. The Intrado Program Manager will send a notification to the Customer for each planned event a minimum of 24 hours in advance of the scheduled start time.

Intrado may also have a periodic need to perform proactive system maintenance to prevent an imminent or likely system failure. The risk posed by the system issue may not allow Intrado to provide the Customer with a 24 hour notice for this type of event, called emergent events.

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#### **6. TRAINING**

Intrado will provide a 1 hour web-based training session on the Service. Training will be "train-the-trainer" format, which will enable Customer to train new employees. Customer and Intrado will mutually agree on the training schedule. Should training beyond the 1 hour web-based train-the-trainers training be required, applicable professional services rate and/or travel will be billed separately.

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#### **7. SERVICE LIMITATIONS AND DISCLAIMERS**

All Parties understands, acknowledges, and accept the following Service Limitations and Disclaimers of the Service:

- Unless otherwise stated, the Service may only be used in connection with emergency response or field-initiated events for address-oriented situational awareness information (such as a patrol unit seeing suspicious activity around a house, or the Warrants squad prescreening a house).
- Intrado responsibility for retrieving information is limited by the availability and accuracy of information in the databases searched by Intrado. Searches may not always achieve results.
- Search results are compiled and intelligence applied to the results received from third-party databases and internet searches. End Users, whenever possible, should review detailed results to ensure they pertain to the exact person or location being queried.
- Service results data is displayed for review and then is no longer available. If there is a need to keep result data for legal purposes, a copy may be made. This copy cannot be shared and is subject to the terms and conditions of Exhibit A.
- While the Service searches numerous data sources and compiles the results, there will be an indeterminate delay from the time that the agent initiates a request and

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results are provided. Customer's internet connectivity can delay or prevent response. Intrado is not responsible for failure to deliver the Service if the Customer internet is not available.

- Attached as Attachment A to this Service Guide are the End User Terms that apply to the Service. End-Users must agree to such terms during the credentialing process and prior to receipt of Service.

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**Attachment A: END-USER TERMS**

**1. RESTRICTED LICENSE.** Customer has a restricted license from Intrado Inc. ("**Intrado**") to use the Service and any data contained therein, subject to the restrictions and limitations set forth below:

(i) **Generally.** Customer has a restricted license to use the Service solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the Service shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business. Customer shall not use the Service for marketing purposes or resell or broker the Service to any third party and shall not use the Service for personal (non-business) purposes. Customer shall not use the Service to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if Intrado determines or reasonably suspects that continued provision of Service to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the Service for personal (non-business) purposes or using the Service's information, programs, computer applications, or data, or is otherwise violating any provision herein, or any of the laws, regulations, or rules described herein, Intrado may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the Service. Customer shall not access the Service from Internet Protocol addresses located outside of the United States and its territories without Intrado's prior written approval. Customer may not use the Service to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the Service and information provided therein. Intrado may at any time mask or cease to provide Customer access to any Service or portions thereof which Intrado may deem, in Intrado's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the Service is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the Service, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain Service and will recertify upon request by Intrado. Customer certifies with respect to GLBA Data received through the Service that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the Service is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "**DPPA**"), and is regulated by the DPPA ("**DPPA Data**"). Customer shall not obtain and/or use DPPA Data through the Service in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain Service and will recertify upon request by Intrado.

(iv) **Social Security and Driver's License Numbers.** If Customer is authorized to receive Social Security and Driver's License numbers (collectively, "**SSNs**") through the Service, Customer certifies it will not use the SSNs for any purpose other than as expressly authorized by Intrado policies, the terms and conditions herein, and

applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Section 2 below, Customer agrees that it will not permit SSNs obtained through the Service to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for SSNs and recertify upon request by Intrado or data providers. Customer may not, to the extent permitted by the terms herein, transfer SSNs via email or ftp without Intrado's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third party, and 3) such transfer is limited to such use as permitted herein. Intrado may at any time and for any or no reason cease to provide or limit the provision of SSNs to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Service.

(vi) **National Change of Address Database.** Intrado is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the Service, Customer hereby certifies to Intrado that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to Intrado the NCOA Processing Acknowledgement Form.

(vii) **Fair Credit Reporting Act.** The Service are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the Service may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Service to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited herein, information received through the Service for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Service in connection with collection of a consumer debt on its own behalf,



or on behalf of a third party, Customer shall not use the Service: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section (vii), use the Service for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Service to take any "adverse action," as that term is defined in the FCRA.

(viii) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from Intrado, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

a. Customer shall not use any MVR Data provided by Intrado, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.

b. As requested by Intrado, Customer shall complete any state forms that Intrado is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.

c. Intrado (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from Intrado, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(x) **HIPAA.** Customer represents and warrants that Customer will not provide Intrado with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(ii) and 1(viii) above, Customer shall maintain for a period of five years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

**2. SECURITY.** Customer acknowledges that the information available through the Service may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to Service to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the Service for personal reasons, or (ii) transfer any information received through the Service to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated

employees on or prior to the date of termination; (e) in addition to any obligations under Section 1 above, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Service or data received there from, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Service as it is being disposed; (g) unless otherwise required by law, purge all information received through the Service and stored electronically or on hard copy by Customer within 90 days of initial receipt; (h) be capable of receiving the Service where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by Intrado; (i) not access and/or use the Service via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by Intrado; and (j) take all steps to protect their networks and computer environments, or those used to access the Service, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the Service and will immediately notify Intrado, in writing to the Intrado if Customer suspects, has reason to believe or confirms that a User ID or the Service (or data derived directly or indirectly there from) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse Intrado for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the Service, or any actions required as a result thereof. Furthermore, in the event that the Service provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required at Intrado's discretion. Customer agrees that such notification shall not reference Intrado or the product through which the data was provided, nor shall Intrado be otherwise identified or referenced in connection with the Security Event, without Intrado's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against Intrado, shall indemnify Intrado from such claims. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including data providers and regulatory entities, to Intrado for review and approval prior to distribution. In the event of a Security Event, Intrado may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

**3. PERFORMANCE.** Intrado will use commercially reasonable efforts to deliver the Service requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the Service; **provided, however,** that Customer accepts all information **"AS IS."** Customer acknowledges and agrees that Intrado obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on Intrado for the accuracy or completeness or timeliness of information supplied through the Service. Without limiting the foregoing, the criminal record data that may be provided as part of the Service may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain Service which may be otherwise available. Intrado reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the Service.

**4. INTELLECTUAL PROPERTY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the Service's information, programs or computer applications. Customer acknowledges that Intrado (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the Service and the data and information that they provide. Customer shall use such materials in a manner consistent with Intrado's interests and the terms and conditions herein, and shall notify Intrado of any threatened or actual infringement of Intrado's rights. Notwithstanding anything herein to the contrary, Intrado or Intrado's data provider shall own Customer's search inquiry data used to access the Service (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations.

**5. WARRANTIES.** Neither Intrado, nor its subsidiaries and affiliates, nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, Intrado, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "Intrado") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the Service) for any loss or injury arising out of or caused in whole or in part by Intrado's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Service. Intrado does not make and hereby disclaims any warranty, express or implied with respect to the Service. Intrado does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Service or information provided therein. In no event shall Intrado be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in Service may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Service is not the source of data, nor is they a comprehensive compilation of the data. Before relying on any data, it should be independently verified by Customer.

**6. INDEMNIFICATION.** Indemnification and limitation of liability between Intrado and Customer is as set forth in the Master Services Agreement of even date herewith.

**7. AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, and other state or federal laws, regulations or rules, regulatory agency requirements, and Intrado's obligations under its contracts with its data providers

and Intrado's internal policies, Intrado may conduct periodic reviews of Customer's use of the Service and may audit Customer's records, processes and procedures related to Customer's use, storage and disposal of Service and information received there from. Customer agrees that Intrado may share results of such audits with data providers, and Customer acknowledges that the Service may be terminated if the data provider does not receive requested information, or believes that the information it does receive indicates misuse or risk of misuse of the Service. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten business days, unless an expedited response is required. Violations discovered in any review and/or audit by Intrado will be subject to immediate action including, but not limited to, suspension or termination of the license to use the Service, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

**8. SURVIVAL.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and Service; payment for the Service; audit; Intrado's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; Customer data and governing law shall survive any termination of the license to use the Service.

**9. TRAINING.** Customer shall train new employees prior to allowing access to Service on Customer's obligations, including, but not limited to, the licensing requirements and restrictions under Section 1 above and the security requirements of Section 2 above. Customer will conduct a similar review of its obligations with existing employees who have access to Service no less than annually. Customer will keep records of such training.

**10. CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that Intrado will only allow Customer access to the Service if Customer's credentials can be verified in accordance with Intrado's internal credentialing procedures. Customer shall notify Intrado immediately of any changes to the information on Customer's Application for the Service, and, if at any time Customer no longer meets Intrado's criteria for providing such Service, Intrado may terminate Service, at its sole discretion. Customer is required to promptly notify Intrado of a change in ownership of Customer's company, any change in the name of Customer's company, and/or any change in the physical address of Customer's company.

**11. CHANGE IN Service.** By receipt of the Service, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Section 1 above, and changes to other provisions herein as Intrado shall make from time to time by notice to Customer via e-mail, or other written notification. Intrado may, at any time, impose restrictions and/or prohibitions on the Customer's use of the Service or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in Intrado policy, a modification of third party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon notification by Intrado of such restrictions, Customer agrees to immediately comply with such restrictions or terminate its Service Order.

**12. PUBLICITY.** Unless pre-approved in writing by Intrado, Customer will not name Intrado or refer to its use of the Service in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding Intrado or Customer's use of the Service.

**13. PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: Intrado has adopted the Intrado Data

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Privacy Principles ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices.

**EXHIBIT E: SERVICE ORDER****INFORMATION**

<b>Customer Name:</b>	Fresno PD, CA
<b>Order Effective Date:</b>	Latest date signed below
<b>Initial Term:</b>	<ul style="list-style-type: none"> <li>• Commencing on Order Effective Date</li> <li>• Ending 30 days after Acceptance of the first Service listed below</li> </ul>
<b>Renewal Terms:</b>	City may exercise, upon mutual agreement, the option to continue service for two additional one-year periods at the same rate and terms quoted herein.
<b>Governing Agreement:</b>	Intrado Master Services Agreement

**SERVICE DESCRIPTION**

Intrado will provide the following services ("Services") as described in the attached or referenced Service Guide(s), at the prices stated in this Order. Customer will fulfill its responsibilities stated in the Service Guide(s). The Service Guide(s) may also describe Optional Services not included in the standard Services, which Customer may purchase at this time or by completing a future Order, all at the prices stated herein (if applicable).

**Purchased Services**

<b>Service</b>	<b>Service Guide</b>	
Beware/Address Beware/Insight and Beware/Caller	<b>Beware®</b>	Beware/Address and Beware/Insight Service Guide Version Direct Customer 2014.04.28

**Service Display**

Beware/Address and Beware/Insight is to be configured and displayed on Power 9-1-1® workstations as well as within supported browser applications on workstations, laptops, tablets, or Smartphones supplied by Customer. Customer is responsible for upgrading devices to supported hardware and software versions.

**Out of Scope Services**

Customer requests for services outside of the Service Guide or this Order will require a separate change order executed by the parties.

**PRICING**

**Fees**

The following are the fee(s), number of resolutions, and payment schedule for the Services listed in Section 2.

Pricing for Beware Address, Insight & Caller					
	Part Number	Annual Resolutions	Daily Resolutions	Unit Price	Annual Fee
Beware Address/Insight	P10069	Unlimited	Unlimited		\$26,400
					Annual Fee(s)* \$26,400.00
One-Time Fee(s) for Beware					
	Part Number				One-Time Fee
NRE Setup Fee	P10079				Waived
Credentialing Fee	P10079				Waived
					Total One-Time Fee(s) \$0.00

Fee Schedule*					
	Year 1	Year 2	Year 3	Year 4	Year 5
Fees per Contract Year	\$26,400.00	\$26,400.00	\$26,400.00	\$26,400.00	\$26,400.00

**Pricing Notes**

- a. One-Time Fees will be waived.
- b. Annual Fees will commence as of the date of Acceptance of the Service (see section 4.1 below).
- c. The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- d. Intrado will determine if it is necessary to go on-site to repair a problem with the Services and will notify Customer if it deems on-site service necessary for approval prior to incurring the on-site service fees. For visits requested by Customer, fees will apply at the above professional services rate, including travel time, with eight hour minimum, during Intrado local business hours (8am-5pm MT, M-F, excluding Intrado-observed holidays), with additional rates if the visit extends before or after these hours.
- e. This agreement and service order will credential 5 employees of the agency at \$5,280 per seat annually.

**SERVICE SPECIFIC TERMS**

**Service Acceptance**

Intrado will provide Customer with notice of availability of each Service. Acceptance of each Service ("Acceptance") will occur on the earliest of the following events: (1)

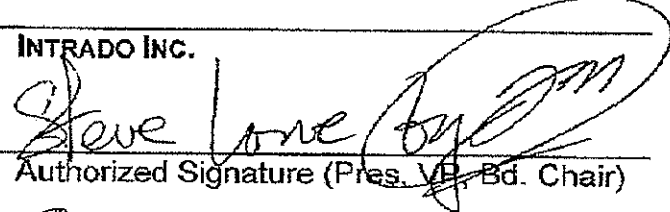
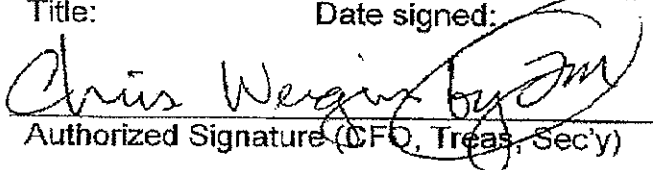
Customer provides written notice of acceptance; (2) the Service is used, or capable of being used, by Customer in a live environment, or (3) three calendar days pass after Intrado's notice of Service availability without receipt of a Customer notice of material defect. Capable of being used means that Intrado has completed its obligations herein and any delay to the system going live is due to events of 3<sup>rd</sup> parties or events otherwise outside of Intrado's control.

**Limited Exclusivity**

Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so.

**ENTIRE AGREEMENT**

This Order is an Attachment under the Master Agreement. This Order and its Appendices and Service Guides, along with the Master Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter, including any proposals or marketing materials. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Master Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

<b>FRESNO PD, CA</b>	<b>INTRADO INC.</b>
Authorized Signature	 Authorized Signature (Pres. <del>VP</del> Bd. Chair)
Name Typed or Printed	STEVE LOWE, SVP Name Typed or Printed
Title	Senior Vice President 3/25/20 Title:
Date signed:	 Authorized Signature (CFO, Treas, Sec'y)
	Chris Wergin Name Typed or Printed
	FINANCE MANAGER 3/27/2014 Title:
	Date signed: