

Agreement for Services

This Agreement for Services is between West Safety Services, Inc., a Delaware corporation ("West") 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 West 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. West 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 West before an Order effective date or outside the scope of the Order will be billed at West's then-current rate (except as otherwise specified in an Order). West will apply payments to the oldest outstanding invoice.

2.2. 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 West's income. Any tax exemption must be supported by appropriate documentation.

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

2.4. Non-Allocation. West 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 West if CITY fails to allocate said funds to this Agreement, at which time CITY shall release West from all obligations under this Agreement.

2.5. In the event that West modifies the Service in a manner which removes or disables a feature or functionality on which CITY materially relies, West, at CITY's request, shall use commercially reasonable efforts to restore such functionality to CITY. In the event that West 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 West as of the date of such termination. CITY acknowledges that West reserves the right to

discontinue offering the Service at the conclusion of CITY's then current term.

2.6. 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).

2.7. 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 West 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. West 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. West does not warrant products, equipment, hardware, or software used to provide the Services but not manufactured by West. West 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, WEST 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 West 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) West'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 West WILL BE LIMITED TO FIVE TIMES THE TOTAL VALUE OF PAYMENTS MADE BY CITY TO West 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

6.1. West Indemnity. To the furthest extent allowed by law and subject to Section 5.1 Limitation of Liability herein, West 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, West 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. West'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 West should subcontract all or any portion of the work to be performed under this Agreement, West 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.

6.2. 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 West 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. West IP. West retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services (collectively, including all intellectual property rights, "West IP"), CIT Materials excluded. West grants CITY a non-exclusive, non-transferable license during the term to use the West 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 West IP. West IP is West's Confidential Information. CITY will cooperate to take such actions reasonably requested to vest ownership of West IP in West.

8.2. Restrictions; Reservation of Rights. CITY will not disclose or allow access to West IP, including without limitation, software and systems, by anyone other than CITY's employees and subcontractors who have a need to access the West 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 West 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, West 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, West 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 West 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 West 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 West shall not be deemed to release or diminish the liability of West, 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 West. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of West, its principals, officers, agents, employees, persons under the

supervision of West, vendors, suppliers, invitees, Wests, sub-Wests, subcontractors, or anyone employed directly or indirectly by any of them.

10.4. Subcontractors' Insurance. If West should subcontract all or any portion of the services to be performed under this Agreement, West shall require each subcontractor/sub-West 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 West and CITY prior to the commencement of any services by the subcontractor. West and any subcontractor/sub-West 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. West is an independent contractor. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits CITY and West 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 West 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 Sections 3 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in 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. West 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 West 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 West or its Affiliates. West Safety Communications Inc. may provide regulated portions of the Services. West 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 constitutes 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.

CITY OF FRESNO,
a municipal corporation

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Amanda B Freeman
Amanda B Freeman Date
Deputy

West Safety Services, Inc.,
a Delaware corporation

By: [Signature]

Name: Steve Lowe

Title: SVP/GM
(CEO, President, Vice President)

By: _____

Name: [Signature] Chris Wergin

Title: GR DIR, PPA
(CFO, Treasurer, Secretary, Assistant Secretary)



ADDRESSES:

CITY:
City of Fresno
Attn: Sgt. Steven Casto
2323 Mariposa Street
Fresno, CA 93721

WEST:
West Safety Services, Inc.
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



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 West's Confidential Information only to the extent required by applicable law or regulation. CITY will give sufficient notice to West to allow West to claim applicable exemptions, make applicable objections or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 backup systems) as long as it is retained by or for Recipient.

EXHIBIT B
INSURANCE REQUIREMENTS
Agreement between City of Fresno ("CITY")
and West Safety Services, Inc. ("West")
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 West's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

West, or any party the West 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:**
3. \$1,000,000 per accident for bodily injury and property damage.
4. OR*
5. **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.
6. Workers' Compensation Insurance as required by the State of California with statutory limits.
7. **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.
8. **PROFESSIONAL LIABILITY (Errors and Omissions):**
 - i. \$1,000,000 per claim/occurrence; and,
 - ii. \$2,000,000 policy aggregate.
9. **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 West 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 CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

West shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and West 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) West 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. West 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, West'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 West's insurance and shall not contribute with it. West shall establish primary and non-contributory status by using 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.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: West 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 West.
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 West, West 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 West 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. West is also responsible for providing written notice to the CITY 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, West 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, West 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

West 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, West 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

West Safety Services, Inc.

	YES*	NO
1 Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2 Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.		

Explanation: _____



Signature

Dec 8, 2016

Date

Steve Lowe

(name)

West Safety Services, Inc.

(company)

1601 Dry Creek Drive

(address)

Longmont, CO 80503

(city state zip)

Additional page(s) attached.

WEST
DJ
Approved as to Form



EXHIBIT D-SERVICE GUIDE

1. Introduction

Beware®/AddressSM and Beware®/INsightSM Services (collectively, the "Service") is a fully managed solution offering threat assessment and situational awareness for first responders and other public safety officials.

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, and home telephone numbers
- 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

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® 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.

West 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, West 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

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

Table 1: Responsibility Matrix

3.1. West Project Management

West designates a project manager to act as West'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 West resources to complete the Service deployment activities

3.2. Customer Project Management

Customer designates a single point of contact for engagement with West. 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 West 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 West

- 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, West works with Customer to create an implementation project schedule which will include implementation dates, training dates, key deliverables, and production dates.

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

West 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 West and/or the applicable data providers’ sole discretion. Credentialing also includes Customers agreement to be bound by the terms in Attachment A. Failure to comply with such terms will result in temporary or permanent termination of the Service, at West and/or the applicable data provider’s sole discretion.

3.3.3. Service Deployment Phase

After completing the Credentialing Process, West 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. West 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 West and the data providers monitor Customer queries for violations. Should a violation be identified, West will notify Agency Administrator for appropriate action.

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 Attachment A.
- Customer is responsible for ensuring that its hardware, software and network are compatible with the Service. Upgrades to Power 9-1-1® 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. West 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 West or its service providers. West reserves the right to temporarily or permanently terminate the Service to end user at West and/or the data provider’s sole discretion.

5. Maintenance and Technical Support

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

West 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. West will use best practices to structure and maintain these procedures.

West will schedule planned events for system maintenance or upgrades that may impact the Customer. The West 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.

West 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 West to provide the Customer with a 24 hour notice for this type of event, called emergent events.

6. Training

West 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 West 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.

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).
- West responsibility for retrieving information is limited by the availability and accuracy of information in the databases searched by West. 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 Attachment 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 results are provided. Customer's internet connectivity can delay or prevent response. West 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.

**Attachment A
END-USER TERMS**

1. **RESTRICTED LICENSE.** Customer has a restricted license from West Safety Services, Inc. ("West") 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 West 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, West 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 West'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. West may at any time mask or cease to provide Customer access to any Service or portions thereof which West may deem, in West'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 West. 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 West.
 - (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 West 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 West or data providers. Customer may not, to the extent permitted by the terms herein, transfer SSNs via email or ftp without West'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. West 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. West 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 West 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 West 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 West, 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 West, 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 West, Customer shall complete any state forms that West is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- c. West (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 West, 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 West 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 West; (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 West; 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 West, in writing to the West 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 West 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 West's discretion. Customer agrees that such notification shall not reference West or the product through which the data was provided, nor shall West be otherwise identified or referenced in connection with the Security Event, without West'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 West, shall indemnify West 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 West for review and approval prior to distribution. In the event of a Security Event, West 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.** West 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 West obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on West 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. West 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 West (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 West's interests and the terms and conditions herein, and shall notify West of any threatened or actual infringement of West's rights. Notwithstanding anything herein to the contrary, West or West'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 West, nor its subsidiaries and affiliates, nor any third party data provider (for purposes of indemnification, warranties, and limitations on liability, West, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "West") 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 West's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Service. West does not make and hereby disclaims any warranty, express or implied with respect to the Service. West 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 West 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 West 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 West's obligations under its contracts with its data providers and West's internal policies, West 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 West 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 West 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; West'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 West will only allow Customer access to the Service if Customer's credentials can be verified in accordance with West's internal credentialing procedures. Customer shall notify West immediately of any changes to the information on Customer's Application for the Service, and, if at any time Customer no longer meets West's criteria for providing such Service, West may terminate Service, at its sole discretion. Customer is required to promptly notify West 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 West shall make from time to time by notice to Customer via e-mail, or other written notification. West 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 West 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 West of such restrictions, Customer agrees to immediately comply with such restrictions or terminate its Service Order.
12. **PUBLICITY.** Unless pre-approved in writing by West, Customer will not name West 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 West or Customer's use of the Service.
13. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: West has adopted the West Data 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

1. Information

Customer Name	City of Fresno PD, CA
Order Effective Date	Latest date signed below.
Initial Term	<ul style="list-style-type: none"> • Commencing on Order Effective Date • Ending 30 days after Acceptance of the first Service listed below
Renewal Terms	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
Governing Agreement	Agreement for Services of even date herewith

2. Services Description

West Safety Services, Inc. ("West") will provide the following services ("Services") as described in the attached or referenced Service Guide(s), at the prices stated in this Service Order ("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 service order, all at the prices stated herein (if applicable).

2.1. Purchased Services

Service	Service Guide
Beware®/Address Beware/Insight and Beware/Caller	See Exhibit D

2.2. 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.

2.3. Out of Scope Services

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

3. Pricing

3.1. Fees

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

Pricing for Beware Address & Insight					
	Part #	Annual Resolutions	Daily Resolutions	Unit Price	Annual Fee
Beware Address/Insight	P10079	Unlimited	Unlimited		\$26,400.00
Annual Fee(s)* \$26,400.00					
One-Time Fee(s) ("<u>OTF</u>") for Beware					
	Part #				OTF
Setup and Monitoring	P10079				Waived
Credentialing Fee	P10079				Waived
Total OTF(s) waived					
*Does not include additional fees incurred if usage goes over the Annual Resolution limit					
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
**Does not include additional fees incurred if usage goes over the Annual Resolution limit					

3.2. Pricing Notes

- a. OTFs will be waived.
- b. Annual Fees will commence as of the date of Acceptance of the Services (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. West 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 is 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 an eight hour minimum,



during West local business hours (8am-5pm, M-F, excluding West-observed holidays), with additional rates if the visit extends before or after these hours.

e. The Agreement will credential five employees of the agency at \$5,280.00 per seat annually.

4. Service Specific Terms

4.1. Service Acceptance

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

4.2. Limited Exclusivity

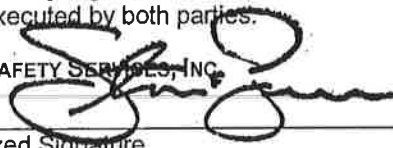
West may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that West does not use Confidential Information of Customer to do so.

5. Entire Agreement

This Order is made under the Governing Agreement first referenced above. This Order and its Appendices and referenced Service Guide(s), along with the Governing 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 Governing Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

CITY OF FRESNO PD, CA

WEST SAFETY SERVICES, INC.



Authorized Signature

Authorized Signature

STEVE LOWE

Name Typed or Printed

Name Typed or Printed

SVP/GM

12-8-16

Title

Date signed

Title

Date signed



Authorized Signature

Chris Wergin

Name Typed or Printed

Title Sr. Dir. FPEA

Date signed 12-8-16

