

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Confidentiality, Publication, and Non-Compete: Notwithstanding anything to the contrary in these terms and agreements, Confidential Information may be disclosed (i) to the government only as required by law; (ii) to a court pursuant to a court order; (iii) to internal or external legal, financial, or tax advisors under an appropriate nondisclosure obligation; or (iv) in response to a request made under the California Public Records Act (Gov. Code sections 7920.000, et seq.). If the government or a court requires disclosure of Confidential Information, Receiving Party will (i) provide reasonable notice and assistance to Disclosing Party, so that Disclosing Party may object to any such disclosure or file for a protective order; and (ii) disclose only as much of the Confidential Information as is required to comply with the disclosure request.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of VectorUSA) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Sales Tax: Sales Tax shall be calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract..

Price Guarantee: Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal and / or change order.

Lead Time Disclaimer: Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement. .

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials: \$132,882.84

Labor:

Tax: \$11,627.25

Job Total \$144,510.09

APPROVED AS TO FORM:

BY: *Susan Wilson*

ASSISTANT CITY ATTORNEY

Prepared For Steve Crunk

Prepared By Scott Shiffer

Customer Signature _____

VectorUSA Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____