

MdE, Inc.
Software as a Service Agreement

THIS AGREEMENT ("Agreement") is made between CITY OF GLENDALE (the CUSTOMER) (the "Customer") and MdE, Inc. a Maryland corporation ("Vendor"), jointly "the parties."

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1 **"Agreement"** means this Cloud Computing Services Agreement between Customer and Vendor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the Customer and Vendor.
 - 1.2 **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
 - 1.3 **"Confidential Information"** means any Data that a disclosing party treats (1) in a confidential manner and that is (2) marked "Confidential Information" or is considered "Protected Information" prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.
 - 1.4 **"Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with Customer and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with Customer and End Users, in the course of using and configuring the Services provided under this Agreement, and includes Customer Data, End User Data, and Protected Information.
 - 1.5 **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of Customer to access the Data.
 - 1.6 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to Customer by Vendor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Vendor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for

Proposals (or documents of similar effect) issued by Customer, and the responses thereto from Vendor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Vendor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Vendor to Customer.

- 1.7 **"Downtime"** means any period of time of any duration that the Services are not made available by Vendor to Customer. This does not include scheduled maintenance or Enhancements.
- 1.8 **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of Customer; Third Party consultants, auditors and other independent Vendors performing services for Customer; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of Customer provided services; and any external users collaborating with Customer) authorized by Customer to access and use the Services provided by Vendor under this Agreement.
- 1.9 **"End User Data"** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Vendor reflecting End User's use of Vendor Services.
- 1.10 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Vendor may develop or acquire and incorporate into its standard version of the Services or which the Vendor has elected to make generally available to its customers.
- 1.11 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.12 **"Protected Information"** includes but is not limited to personally-identifiable information, student records, protected health information, criminal justice information or individual financial information (collectively, "Protected Information") that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These include, but are not limited to: the Colorado Constitution, the Colorado Consumer Protection Act, the Children's Online Privacy Protection Act (COPPA), Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the Payment Card Industry Data

Security Standard (PCI DSS), and the Federal Bureau of Information Criminal Justice Information Services (CJIS) Security Policy.

- 1.13 "**Project Manager**" means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.
- 1.14 "**RFP Response**" means any proposal submitted by Vendor to Customer in response to Customer's Request for Proposal ("RFP").
- 1.15 "**Services**" means Vendor's computing solutions, provided to Customer pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.16 "**Third Party**" means persons, corporations and entities other than Vendor, Customer or any of their employees, Vendors or agents.
- 1.17 "**Customer Data**" includes credentials issued to Customer by Vendor and all records relating to Customer's use of Vendor Services and administration of End User accounts, including any Protected Information of Customer personnel that does not otherwise constitute Protected Information of an End User.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of Customer, and Vendor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2 All End User Data and Customer Data created and/or processed by the Services is and shall remain the property of Customer and shall in no way become attached to the Services, nor shall Vendor have any rights in or to the Data of Customer.
- 2.3 This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4 Customer retains the right to use the Services to access and retrieve Data stored on Vendor's Services infrastructure at any time at its sole discretion.

3. DATA PRIVACY

- 3.1 Vendor will use Customer Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for Customer's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of Customer or as otherwise required by law. By way of illustration and not of limitation, Vendor will not use such Data for Vendor's own benefit and, in particular,

will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by Customer.

- 3.2 Vendor will provide access to Data only to those Vendor employees, Contractors and subcontractors ("Vendor Staff") who need to access the Data to fulfill Vendor's obligations under this Agreement. Vendor will ensure that, prior to being granted access to the Data, Vendor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

4. DATA SECURITY AND INTEGRITY

- 4.1 All facilities used to store and process Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure.
- 4.2 Vendor warrants that all Customer Data and End User Data will be encrypted in transmission (including via web interface).
- 4.3 Vendor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware in providing Services under this Agreement.
- 4.4 Vendor shall protect Data against deterioration or degradation of Data quality and authenticity.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- 5.1 Except as otherwise expressly prohibited by law, Vendor will:
- 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Vendor will notify Customer in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
- 5.1.2 Consult with Customer regarding its response;
- 5.1.3 Cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and
- 5.1.4 Upon Customer's request, provide Customer with a copy of its response.
- 5.2 If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Vendor, Customer will promptly provide a copy to Vendor. Vendor

will supply Customer with copies of Data required for Customer to respond within forty-eight (48) hours after receipt of copy from Customer, and will cooperate with Customer's reasonable requests in connection with its response.

6. DATA COMPROMISE RESPONSE

- 6.1 Vendor shall report, either orally or in writing, to Customer any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by Customer, including any reasonable belief that an unauthorized individual has accessed Data. Vendor shall make the report to Customer immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to Customer as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 6.2 Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to Customer and continue to keep Customer informed of the progress of its investigation until the issue has been effectively resolved.
- 6.3 Vendor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.4 Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore Customer access to the Services as directed by Customer, and prevent further similar unauthorized use or disclosure.
- 6.5 Vendor, at its expense, shall cooperate fully with Customer's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, neither Vendor nor Customer will disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the other.

7. DATA RETENTION AND DISPOSAL

- 7.1 Vendor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.

- 7.2 Using appropriate and reliable storage media, Vendor will regularly backup Data and retain such backup copies for 30 days, after which the backup data will be deleted. Customer is hereby advised that there will be an additional cost for data storage in excess of the allotted storage space. Customer may elect to save less than 30 days data or pay additional fees for storage.
- 7.3 Vendor will immediately preserve the state of the Data at the time of the request and place a "hold" on Data destruction or disposal under its usual records retention policies of records that include Data, in response to an oral or written request from Customer indicating that those records may be relevant to litigation that Customer reasonably anticipates. Oral requests by Customer for a hold on record destruction will be reduced to writing and supplied to Vendor for its records as soon as reasonably practicable under the circumstances. Customer will promptly coordinate with Vendor regarding the preservation and disposition of these records. Vendor shall continue to preserve the records until further notice by Customer. Vendor reserves the right to bill Customer if this requires storage above the allotted amount.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1 Upon termination or expiration of this Agreement, Vendor will ensure that all Data are securely transferred to Customer, or a Third Party designated by Customer, within thirty (30) calendar days.
- 8.2 Vendor will provide Customer with no less than ninety (90) calendar days notice of impending cessation of its business or that of any subcontractor and any contingency plans in the event of notice of such cessation.

9. **SERVICE LEVELS**. Not used in this Agreement. Refer to MdE's Service Level Agreement.

10. **INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE**. Not used in this Agreement. Refer to MdE's Service Level Agreement.

11. **INSTITUTIONAL BRANDING**. Vendor Services will provide reasonable and appropriate opportunities for Customer branding of Vendor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Vendor may not advertise that Customer is a client, list Customer as a reference or otherwise use Customer's name, logos, trademarks, or service marks without prior written permission obtained from Customer personnel authorized to permit Customer brand use.

12. **COMPLIANCE WITH APPLICABLE LAWS AND CUSTOMER POLICIES**. Vendor will comply with all applicable laws in performing Services under this Agreement. Any Vendor personnel visiting Customer's facilities will comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities. Customer will provide copies of such policies to Vendor upon request.

13. CONFIDENTIALITY

- 13.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.
- 13.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of Customer to comply with any laws or legal process concerning disclosures by public entities. Vendor acknowledges that any responses, materials, correspondence, documents or other information provided to Customer are subject to applicable state and federal law, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 13.3 Nothing in this Agreement shall in any way limit the ability of Customer to comply with any laws or legal process concerning disclosures by public entities. Vendor acknowledges that any responses, materials, correspondence, documents or other information provided to Customer are subject to applicable state and federal law, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 13.4 Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by providing Data or Confidential Information, the Customer is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Manager and will immediately notify the Customer if any information of the Customer is requested from the Vendor from a third party.
- 13.5 Vendor agrees, with respect to the Confidential Information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such Data or Confidential Information, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such Data or Confidential Information; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such Data or

Confidential Information or work products incorporating such Data or Confidential Information to the Customer.

13.6 Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

13.7 Notwithstanding any other provision of this Agreement, the Customer is furnishing Data or Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Data or Confidential Information. Vendor provides no warranties, representations or indemnification to Customer and/or Users for their access to, and use of, such Customer Data.

14. **PROTECTED INFORMATION.** During the course of this Agreement, should Vendor come into possession of any Protected Information, Vendor may not disclose this information to any Third Party under any circumstances.

15. **GRANT OF LICENSE; RESTRICTIONS:**

15.1 Vendor hereby grants to Customer a right and license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service.

15.2 Title to and ownership of the Service will remain with Vendor. Customer will not reverse engineer or reverse compile any part of the Service. Customer will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Vendor's prior written consent.

16. **TERM:** The term of the Agreement is one year from the date that the system is provided to the Customer in a production environment.

17. **COMPENSATION AND PAYMENT:**

17.1 Fee: The fee for the Service and technology related services is as described in MdE's proposal. The Fee shall be due 30 days after invoiced.

17.2 Invoicing: Vendor must submit an invoice which shall include the Customer contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the Customer.

18. **STATUS OF VENDOR:** The Vendor is an independent Vendor retained to perform professional or technical services for limited periods of time.

19. TERMINATION:

- 19.1 The Customer has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Vendor. However, nothing gives the Vendor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.
- 19.2 Notwithstanding the preceding paragraph, the Customer may terminate the Agreement if the Vendor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Vendor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 19.3 Upon termination of the Agreement, with or without cause, the Vendor shall have no claim against the Customer by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

20. REPRESENTATION AND WARRANTY: Vendor represents and warrants that:

- 20.1 The Service will conform to applicable specifications, operate in substantial compliance with applicable Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- 20.2 all technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 20.3 all technology related services will conform to applicable specifications and the Exhibits, if any, attached hereto;
- 20.4 it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Customer all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;
- 20.5 there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 20.6 the Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;
- 20.7 the software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data.

20.8 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. **DEFENSE AND INDEMNIFICATION:**

21.1 Vendor will, at Vendor's expense, indemnify, defend and hold harmless the Customer, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Services, or their use by the Customer, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The Customer will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the Customer the right to continue using the Software, or (iv) modify or replace the infringing Service so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the Customer). The Customer may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will refund a pro-rata amount of the fees prepaid by the Customer for the Services not yet furnished as of the termination date.

21.2 Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party.

21.3 Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to Vendor of all costs (including attorneys' fees) incurred by Vendor as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Vendor for its staff time in responding to such third party subpoena or compulsory legal order or process at Vendor's then applicable hourly rates.

22. **ASSIGNMENT; SUBCONTRACTING:** The Vendor may assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Customer's prior written consent. However, Customer may not assign any of its rights without the prior written consent of the Vendor.

23. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in

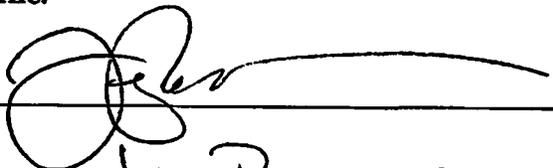
the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Customer or the Vendor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

24. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the Customer at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the Customer.
25. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the Customer, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.
26. **GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Maryland. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the State of Maryland.
27. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Vendor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Vendor shall insert the foregoing provision in all subcontracts.
28. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
29. **FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subVendor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

30. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
31. **CUSTOMER EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the Customer until it has been fully executed by all signatories of the Customer and Vendor.
32. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
33. **Immigration Law Compliance.** The parties agree, to the extent applicable under ARS § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with ARS § 23-214(A) which requires registration and participation with the E-Verify Program.
34. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in ARS §35-393.

IN WITNESS WHEREOF, the parties by their signatures below hereby execute this Agreement as of the Effective Date.

MdE, Inc.

By: 
 Print Name: Jean Reaver
 Title: V.P.
 Date: 11/30/16

Customer
 By: 
 Print Name: RICK ST. JOHN
 Title: CHIEF OF POLICE
 Date: 11-30-16

ATTEST:

 City Clerk

Approved as to form
