



CITY CLERK ORIGINAL

C-8233
11/29/2012

Cole Information
17041 Lakeside Hills Plz
Omaha NE 68130-2326
800-377-0548

8/27/2012

Customer Number: 40-0081414

Order Number: 0268715

Fax/Email: lhadlock@glendaleaz.com
Loretta Hadlock
Glendale Police Dept
6835 N 57th Dr
Glendale AZ 85301-3218

Your MetroSearch Subscription is due for renewal. Below is your product information as indicated in our records:

Product Information	Quantity	Price Each
Arizona Online	1	\$695 00
Multiple Users	1	\$0 00

Sales Tax \$0 00
Set up/Shipping \$14 95
Total \$709 95

Please verify your contact, address and product information above and select the appropriate box below. To expedite your MetroSearch renewal, sign and date this form at the bottom and fax to me at 402-514-4256.

Yes, renew MetroSearch as indicated above with no changes. Mail invoice and contact us to complete the software registration.

Person to contact for product registration: _____ Phone _____

Yes, we want to renew MetroSearch but changes are needed to our subscription. Person to contact for account/product changes: _____ Phone _____

Your subscription will be invoiced for renewal unless I receive notice that you do not wish to renew

You may contact me at **800-377-0548** or email to rose.westerlund@coleinformation.com with any questions.

We would like to take this opportunity to thank you for your business and assure you we are committed to providing you with the highest quality service possible with all of our Cole products

Rose Westerlund
Cole Information

Credit Card Number _____ Exp Date _____ Security Code _____

Name & Address on Credit Card _____

Additional Comments _____

Customer Signature _____ Date _____

CITY OF GLENDALE, an Arizona
municipal corporation



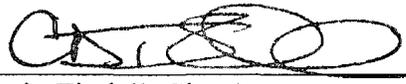
Horatio Skeete, Acting City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney

consumers and requires that Client treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and COLE Data shall only be used as expressly authorized in this Agreement.

8. Compliance with Laws. Client agrees to comply with all federal, state and local laws, rules and regulations applicable to its receipt and use of COLE Data. COLE reserves the right to revise the terms, or conditions, or pricing under this Agreement or the Services (including without limitation the right to withdraw or restrict affected COLE Data) including the right to impose reasonable restrictions and/or requirements to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon reasonable notice to Client, when possible under the law. Client agrees to strictly comply with such restrictions and/or requirements.

9. Data and Intellectual Property Ownership. Client acknowledges that COLE and/or its data supplier(s) have expended substantial time, effort and funds to create and deliver the Services and compile various databases. Accordingly, nothing contained in this Agreement shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property of COLE Data provided in connection with the Services.

10. Termination for Cause. If either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement, as applicable, provided such breach is not cured within ten (10) days following written notice of such breach. Notwithstanding the foregoing, this Agreement may be terminated by COLE immediately upon written notice to Client if in COLE's reasonable good faith judgment any Services and/or COLE Data provided to Client are being used or disclosed contrary to this Agreement. In the event that this Agreement is terminated as a result of the breach, the non-breaching party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party subject to the terms of this Agreement. Termination of this Agreement shall not relieve Client of its obligation to pay for any Services performed or provided by COLE under this Agreement or any Schedule.

11. Data Restrictions. The following data restrictions apply only to the COLE Data:

11.1 Use. Unless otherwise agreed and reflected in Schedule A, Client is permitted to use the COLE Data for one of the following purposes: (i) direct mail, (ii) conducting telephone solicitations, or (iii) conducting telephone or direct mail surveys. Upon Termination of this Agreement for any reason, all previously authorized use as described herein shall cease and Client shall, at COLE's request, promptly return to COLE:

11.2 Resale Prohibition. Client agrees that it will not, (i) copy or otherwise reproduce any COLE Data except as necessary for back up or security purposes, (ii) resell or otherwise provide or disclose to any third party, any COLE Data in whole or in part, for any purpose whatsoever, and/or (iii) attempt, directly or indirectly, to discover or reverse engineer any confidential and proprietary data and/or methodology developed or used by COLE in performing the Services.

11.3 Manner of Use. Client agrees that it will use the COLE Data provided under this Agreement for (reference and/or marketing) purposes only in accordance with applicable federal, state and local laws, industry guidelines including but not limited to Direct Marketing Association Guidelines (www.the-dma.org), Client's own privacy policies and in a manner that gives due consideration to matters concerning privacy and confidentiality. Client will not in any marketing communication with any consumer utilizing COLE Data refer to any selection criteria or presumed knowledge about the recipient. The COLE Data may not, (i) be merged or incorporated with any other non-Client third party file without the express written consent of COLE, (ii) be used to enhance a file or list owned by any third party, (iii) be used to develop any file, list, enhancement or other product, (iv) and/or to prepare, publish, clean or maintain any directory. Client shall not grant access to the COLE Data to individuals incarcerated in prisons or correctional institutions. Client shall not combine any COLE Data with any personally identifiable consumer data collected on-line unless the subject consumer has been given adequate notice and choice with respect to such use, and Client has complied with and continues to comply with such notice.

11.4 Internet Use. Client shall not use COLE Data or Services in any electronic solicitation or internet application without the prior written consent of COLE.

11.5 Copy Review. Upon request, Client will provide COLE with a copy of all components of any direct marketing offer including without limitation all mail pieces, letters, inserts and envelopes or any telephone script ("market communication pieces") for review and approval prior to conducting any associated solicitation or survey utilizing COLE Data. Such review shall be for the purpose of ensuring consistency with the restrictions set forth in this Agreement. COLE may suspend or cancel Services where Client fails to comply with this requirement.

11.6 Security. Client shall provide for the physical security of COLE Data provided for Services with the same

degree of care (provided that such is a reasonable degree of care) that Client uses to protect Client's own most sensitive data. Following any termination of this Agreement, Client shall destroy or return to COLE all COLE Data provided under this Agreement.

11.7 FCRA. Client understands that COLE Data has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity or other characteristics listed in Section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC Section 1681a. Client represents and warrants that it shall not use any COLE Data as a factor in establishing any consumer's eligibility for (i) credit or insurance used primarily for personal, family or household purposes, (ii) employment purposes, or (iii) other purposes authorized under Section 604 of the FCRA, 15 USC Section 1681b or any similar statute.

11.8 Do Not Call ("DNC"). Client acknowledges that certain laws, rules and regulations restrict telemarketing activities, including those that permit consumers to give notice that they do not wish to receive telephone solicitation calls. Due to the varying and changing nature of such laws, rules and regulations and the nature of Client's intended use of (COLE Data within fixed media), COLE makes no warranty that the names or telephone numbers of such individuals have been identified on or deleted from the COLE Data and shall have no liability with respect thereto.

12. Warranty and Disclaimers. COLE warrants to Client that COLE will use commercially reasonable efforts to deliver the Services and/or COLE Data in a timely manner. Because the Services and/or COLE Data involve conveying information provided to COLE by other sources, COLE cannot and will not, for the fee charged for the Services and/or COLE Data, be an insurer or guarantor of the accuracy or reliability of the Services and/or COLE Data. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLE HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES and/or COLE DATA. COLE MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY COLE DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY COLE HEREUNDER, AND COLE HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THEIR ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

13. Limitation of Liability. Client acknowledges that COLE does not undertake a separate investigation for each inquiry or request for Services and/or COLE Data made by Client. Client also acknowledges that the prices COLE charges for the Services and/or COLE Data are based upon COLE's expectation that the risk of any loss or injury that may be incurred by use of the Services and/or COLE Data will be borne by Client and not COLE. Client therefore agrees that it is responsible for determining that the Services and/or COLE Data are in accordance with COLE's obligations under this Agreement. If Client reasonably determines that the Services and/or COLE Data do not meet COLE's obligations under this Agreement, Client shall so notify COLE in writing within ten days after receipt of the Services and/or COLE Data in question. Client's failure to so notify COLE shall mean that Client accepts the Services and/or COLE Data as is. If Client so notifies COLE within ten days after receipt of the Services and/or COLE Data, then, unless COLE reasonably disputes Client's claim, COLE shall, at its option, either reperform the Services in question or issue Client a credit for the amount Client paid to COLE for the nonconforming Services and/or COLE Data. COLE'S REPERFORMANCE OF THE SERVICES OR REDELIVERY OF THE COLE DATA OR THE REFUND OF ANY FEES CLIENT HAS PAID FOR SUCH SERVICES OR COLE DATA SHALL CONSTITUTE CLIENT'S SOLE REMEDY AND COLE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT. IT IS NOTWITHSTANDING THE ABOVE LIABILITY IS IMPOSED ON COLE WHEN CLIENT AGREES THAT COLE'S TOTAL LIABILITY FOR ANY OR ALL OF CLIENT'S LOSSES OR INJURIES FROM COLE'S ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO COLE UNDER THIS AGREEMENT FOR THE PARTICULAR SERVICES OR COLE DATA WHICH ARE THE SUBJECT OF THE ALLEGED BREACH DURING THE SIX MONTH PERIOD PRECEDING THE ALLEGED BREACH BY COLE. CLIENT COVENANTS THAT IT WILL NOT SUE COLE FOR ANY AMOUNT GREATER THAN SUCH AMOUNT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWSOEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

14. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

15. Binding Arbitration. Any dispute arising out of or relating to this Agreement or any Schedule shall be resolved in a binding arbitration under the auspices of the American Arbitration Association in Nebraska. In addition,

to all other rights and remedies a party may have the prevailing party in any arbitration or legal action shall be entitled to an award of its reasonable attorneys' fees and costs. This binding arbitration provision shall not, however, prevent either party from seeking equitable or injunctive relief or from pursuing an action to collect unpaid amounts due under this Agreement in a court of competent jurisdiction.

16. Audit. COLE will have the right to audit Client's and any of its agent's use of the Services and/or COLE Data to assure compliance with the terms of this Agreement. Client will be responsible for assuring full cooperation with COLE in connection with such audits and will provide COLE or obtain for COLE access to such properties, records and personnel as COLE may reasonably require for such purpose.

17. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Client without COLE's prior written consent.

18. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent which such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

19. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Nebraska.

20. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission or if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to COLE and Client shall be addressed to the addresses provided below each party's signature, or to such other address as either party shall designate in writing to the other from time to time.

21. Complete Agreement. This Agreement sets forth the entire understanding of Client and COLE with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, cover sheets, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either party relating thereto. Neither party is relying on any statement, representation or warranty which is not set forth in this Agreement.

22. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

23. Survival. The provisions of Sections 5-12, 15 and 19 in addition to any other provisions of this Agreement or any Schedule that would normally survive termination shall survive termination of this Agreement for any reason.

24. Authority to Sign. Each party represents that the person signing this Agreement has all right power and authority to sign this Agreement or any Schedule on behalf of such party.

