

**CITY CLERK  
ORIGINAL**

C-9718  
02/24/2015

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
INFORMER SYSTEMS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of February 24, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Informer Systems, LLC, a Delaware corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

A. After a response to a request for proposals, on September 4, 2012 the City of San Diego entered into Contract Number 10022814-12-Z with Contractor (the "Informer Contract"), which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Informer Contract without further public bidding, and the Informer Contract at Paragraph I.46 permits its cooperative use by other governmental agencies.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Informer Agreement.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of San Diego under the Informer Contract, Contractor consents to the City's utilization of the Informer Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on July 1, 2016, or the date on which the Informer Contract expires, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.
  - a) Contractor agrees to comply with all the terms, conditions and specifications of the Informer Contract for the purposes of this

Agreement, and the terms, conditions, and specifications of the Informer Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "City of San Diego" or similar reference to the City of San Diego throughout the Informer Contract. Terms of the Informer Contract that are particular to the City of San Diego are not incorporated into this Agreement.

3. Compensation.

- a) The total purchase price for the Services as authorized in this Agreement is not to exceed Fifty-Four Thousand Three Hundred Dollars and Twenty-Four Cents (\$54,300.24).

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. This Agreement is governed by the laws of the State of Arizona. This **Paragraph 6** explicitly supersedes and replaces the conflicting language in **Paragraph 11.1** of the Schedule Express Terms of Service Agreement (the "Terms of Service") attached and incorporated to this Agreement as Exhibit A.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

**"City"**

City of Glendale, an Arizona  
municipal corporation

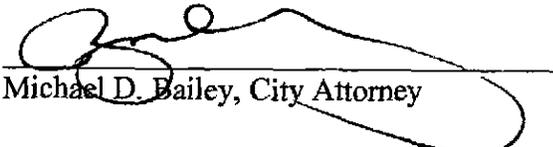
By:   
Brenda S. Fischer, City Manager  
Richard A. Bowers, Acting City Manager

**"Contractor"**

Informer Systems, LLC,  
an Delaware corporation

By:   
Name: Mark D. Musick  
Title: President

Approved as to Form:

  
Michael D. Bailey, City Attorney

ATTEST:

  
City Clerk

Exhibit A  
[Schedule Express – Terms of Service Agreement]

# Terms of Service

THESE "TERMS OF SERVICE" GOVERN YOUR PURCHASE OF OUR SERVICES. THESE TERMS OF SERVICE WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

These Terms of Service were last updated on December 30, 2014. They are effective between You and Us as of the date You commence using the Services. We may, in Our sole and absolute discretion, change these Terms of Service from time to time. We will post a copy of the Terms of Service as changed on the Site. Your continued use of the Services constitutes your agreement to abide by the Terms of Service as changed. If you object to any such changes, your sole recourse shall be to cease using the Services.

## 1. DEFINITIONS

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Purchased Services"** means Services that You or Your Affiliates purchase.

**"Services"** means the online, Web-based applications and platform provided by "Us" via [www.scheduleexpress.com](http://www.scheduleexpress.com) and/or other designated websites (collectively, the "Site").

**"Users"** means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users include Your employees and agents.

**"We," "Us" or "Our"** means the Informer Systems, LLC.

**"You" or "Your"** means the company or other legal entity for which you are accepting the Terms of Service and Affiliates of that company or entity.

**"Your Data"** means all electronic data or information submitted by You to the Purchased Services.

## 2. PURCHASED SERVICES

**2.1. Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to these Terms of Service. You agree that Your purchase hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**2.2. User Subscriptions.** Services are purchased as User Subscriptions and may be accessed by no more than the specified number of Users. User Subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added. Added User Subscriptions shall terminate on the same date as the pre-existing subscriptions. Subscriptions are for designated Users and cannot be shared or used by more than one User.

## 3. USE OF THE SERVICES

**3.1 Our Responsibilities.** We shall: (i) provide to You basic support for the Purchased Services at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give ample notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

**3.2. Your Responsibilities.** You shall (i) be responsible for Users' compliance with these Terms of Service, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with its intended use and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

## 4. FEES AND PAYMENT FOR PURCHASED SERVICES

**4.1. User Fees.** Subscription fees are based on monthly periods that begin on the first day of the month. Subscriptions that are activated within the month will be prorated, e.g. fees for Subscriptions activated in the middle of a monthly period will be prorated for that monthly period. You shall pay all fees specified in all invoices hereunder. Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable. Current fees for the Services may be obtained by calling our Sales Department at 800-470-6102.

**4.2. Invoicing and Payment.** You will provide Us with valid and updated contact information with a valid purchase order or alternative document reasonably acceptable to Us. Payment can be made in advance, either monthly or annually; or in accordance with a mutually agreed upon billing cycle. We will invoice You in advance and otherwise in

accordance with these Terms of Service. Invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

**4.3. Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**4.4. Suspension of Service and Acceleration.** If any amount owing by You under these Terms of Service or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

**4.5. Payment Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

**4.6. Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.7. Payment Terms.** Payment terms for the initial annual subscription shall be 50% upon contract signature and 50% upon completion of training. Payment terms for all succeeding years (after the initial annual subscription payment terms), shall be invoiced for a full 12 month period and will be due in full net 30 days from the invoice date.

## **5. PROPRIETARY RIGHTS**

**5.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

**5.2. Restrictions.** You shall not, (i) permit any third party to access or use the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

**5.3. Ownership of Your Data.** As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

**5.4. Suggestions.** We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 6. CONFIDENTIALITY

**6.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the Terms of Service, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**6.2. Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

**6.3. Protection of Your Data.** Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

**6.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 7. WARRANTIES AND DISCLAIMERS

**7.1. Our Warranties.** We warrant that (i) the Services shall perform materially in accordance with the Terms of Service and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

**7.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. INDEMNIFICATION

**8.1 Indemnification by Us.** Subject to the limitation of liability set forth herein, We will defend You and Your agents, servants, officials and employees from any and all Claims, arising out of (a) any gross negligence, reckless or intentional act, error or omission of Us or our officers, agents, servants or employees in the performance of the Purchased Services or accruing, resulting from or relating to the subject matter of these Terms of Service including, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property as the result of gross negligent design, manufacture, installation, or servicing of any part of the Services, and (b) any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world resulting from Your use of the Service as permitted under these Terms of Service. This indemnification is contingent on You providing Us with prompt written notice of such a Claim, granting Us, with the prior written approval of Your City/County Attorney, not to be unreasonably withheld, sole control of the defense of any such Claim, along with the right and opportunity to approve or reject any settlement of any claim for which You will seek indemnification from Us. In the event Your City/County Attorney does not provide such prior written approval, We will have no obligation to indemnify You pursuant to this Section 8.2. You will use reasonable efforts to notify Us promptly of any third party claim, suit, or action for which You believe you are entitled to indemnification hereunder.

**8.2 Notwithstanding** the foregoing, We will not be obligated to indemnify You to the extent that an infringement or misappropriation claim is based upon (i) any modification You make to the Services or Your use of the Services in a manner that We have not authorized in writing (ii) use of the Services in combination with other products not supplied or recommended by Us as being compatible with the Services, if such infringement or misappropriation would not have occurred but for such combined use; (iii) use of any release of the Services other than the most current release actually furnished, if the most current release was furnished to You specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (iv) any modification of the Services made by You (other than at Our direction), if such infringement or misappropriation would not have occurred but for such modification. Our obligation to indemnify You in any event shall be reduced proportionately by the extent to which the injury or damage, which forms the basis of the underlying Claim, was caused by the Your negligent or wrongful act or omission.

## 9. LIMITATION OF LIABILITY

**9.1. Limitation of Liability.** IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

**9.2. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. TERM AND TERMINATION

**10.1. Term.** These Terms of Service commence on the date You commence using the Services and continue until all User subscriptions granted in accordance with the Terms of Service have expired or been terminated.

**10.2. Term of Purchased User Subscriptions.** User subscriptions purchased by You commence at the end of the training period and will continue until terminated or cancelled. **Except as otherwise specified, all User subscriptions shall automatically renew for additional monthly or annual periods, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription month. The per-unit pricing during any such renewal month shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior monthly term, in which case the pricing increase shall be effective upon renewal and thereafter.**

**10.3. Termination for Cause.** A party may terminate the Terms of Service for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**10.4. Refund or Payment upon Termination.** Upon any termination for cause by You, any prepaid fees covering the remainder of the term of all subscriptions shall not be refunded after the effective date of termination. Upon any termination for cause by Us as indicated in Section 3.2 (Your Responsibilities), Section 4.4 (Suspension of Service and Acceleration), Section 5.1 (Reservations of Rights), Section 5.2 (Restrictions), and Section 6.2 (Protection of Confidential Information), You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**10.5. Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

**10.6. Surviving Provisions.** Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.2 (Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6. (Surviving Provisions) 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of these Terms of Service.

## 11. NOTICES, GOVERNING LAW AND JURISDICTION

**11.1. General.** Notices should be directed and sent to CEO, Informer Systems, LLC, 560 S. Winchester Blvd. | Suite 500, San Jose, CA 95128. These Terms of Service are governed by and construed in accordance with the laws of the State of Arizona, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Maricopa, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

**11.2. Manner of Giving Notice.** Except as otherwise specified in the Terms of Service, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

**11.3. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Terms of Service.

## **12. GENERAL PROVISIONS**

**12.1. Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

**12.2. Relationship of the Parties.** The parties are independent. The Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.3. No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Terms of Service.

**12.4. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under the Terms of Service shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.5. Severability.** If any provision of the Terms of Service is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms of Service shall remain in effect.

**12.6. Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under these Terms of Service following Your breach of Section 4.2 (Invoicing and Payment)

**12.7. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Terms of Service in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of the Terms of Service upon written notice to the assigning party. In the event of such a termination, We shall not refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Terms of Service shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.8. Entire Agreement.** This Agreement, the Terms of Service and the Informer Contract constitute the entire understanding between the parties.

**12.9. Electronic Signatures and Contracts.** Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that Your electronic submissions via the Site constitute Your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions You enter into on the Site, including notices of cancellation, policies, contracts, and applications. In order to access and retain Your electronic records, you may be required to have certain hardware and software, which are Your sole responsibility.

**12.10. Notice for California Users.** Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

**12.11 U.S. Government Rights.** If You are, or are entering into these Terms of Service on behalf of, any agency or instrumentality of the United States Government, the Services, including related software, technology and documentation, are “commercial computer software” and “commercial computer software documentation”, and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Services, including related software, technology and documentation, are governed by the terms of these Terms of Service.

# Informer Systems

Quote Date: February 1, 2015



**Customer Name: Glendale Police Department - Glendale, AZ**

Number of Users	License Fee Per User	Discount per # of Users	Number of Users	Total Monthly	Total Annually
1-30	\$20.00	0%	0	\$0	\$0
31-150	\$12.00	40%	0	\$0	\$0
151-300	\$11.75	41%	0	\$0	\$0
301-500	\$11.50	43%	400	\$4,600	\$55,200
501-1000	\$11.25	44%	0	\$0	\$0
1001-1500	\$11.00	45%	0	\$0	\$0
1501-2000	\$10.50	48%	0	\$0	\$0
2001-2500	\$10.00	50%	0	\$0	\$0
2501-3000	\$9.50	53%	0	\$0	\$0
3001-3500	\$9.00	55%	0	\$0	\$0
3501-4000	\$8.50	58%	0	\$0	\$0
4001 and above	\$8.00	60%	0	\$0	\$0
	10% discount for paying full year in advance.			(addl savings = \$5,520)	
	10% additional number of users at no charge for paying full year in advance.		40	(addl savings = \$4,968)	
	(1) full day (10 hours) of Refresher Training at no charge for paying full year in advance.			(addl savings = \$1,250)	
				(Overall savings for one year = \$11,738)	
				Total Annually w/Discounts	\$49,680
<b>Professional Services</b>					
On-Site Configuration	On-site data collection and custom configuration.			Included	Included
On-Site Implementation	On-site deployment of fully functional scheduling solution.			Included	Included
On-Site Training	Initial on-site training for all users.			Included	Included
Live Web-Based Training	Post-implementation 'live' web-based training			Included	Included
Service, Support & Maint.	Future updates/upgrades, maintenance and support.			Included	Included
<b>Additional Services</b>					
		<b>Rate</b>	<b>Quantity</b>	<b>Total</b>	
Custom Reports	Modification of Existing Report or Creation of New Report	\$750 each			
On-Site Refresher Training (Post - Implementation)	On-Site Refresher Training	\$250 hour (5 hour min 1st day) (2 hour min addl. days)			
Programming Services	Custom Development or Integration with Third Party Applications	Contact SE for Quote			
System Analysis Services	Analysis & Evaluation of Work Force Management Processes & Procedures	Contact SE for Quote			