



INT'L PUBLIC SAFETY DATA INST.
10317 Burwell Rd.
Nokesville, VA 20181

January 31, 2019

Lexington Fire Department
219 E. Third Street
Lexington, KY 40508
(859)231-5600
samuelst@lexingtonky.gov

Re: International Public Safety Data Institute Order

This letter will confirm that Lexington-Fayette Urban County Government (the "Client") has ordered the below-listed services from International Public Safety Data Institute ("IPSDI"), a Virginia nonstock corporation. This Order Form (the "Order Form"), along with the attached Standard Terms (the "Standard Terms") comprise the Agreement (the "Agreement") between Client and IPSDI.

Order. Client hereby orders the following from IPSDI:

Service Description	Unit Cost	Frequency
Integration Services	\$5,000	One-time
NFORS Subscription – Unlimited Users (in Client Org. <u>Only.</u>)	\$13,000	Annually

Fees and Invoicing. IPSDI will issue an Invoice for the Integration Services upon execution of this Order Form by Client. Payment is due upon receipt of the Invoice. IPSDI will commence work on the Integration Services as soon as payment is received. Upon completion of the Integration Services, IPSDI will send Client a welcome email including a set of credentials to access IPSDI's "Admin Panel" where Client can create user accounts for its end users in StatEngine and NFORS. The first full month (and any partial month) of your StatEngine and NFORS subscription is included with the Integration Service. Billing for StatEngine and NFORS will begin on the first day of the second full calendar month after completion of the Integration Services. A credit card is required to begin your subscription to StatEngine and NFORS and must be entered in the Admin Panel. IPSDI may increase the monthly subscription fees by not more than four percent annually to account for the increased costs of doing business.

Term and Termination. Client may terminate this Order at any time without penalty or further liability. Any prepaid fees are non-refundable.



Client and IPSDI hereby accept(s) and agree(s) to the terms set forth in the Agreement.

CLIENT

Mayer Linda Gordon
[Printed name of client]

IPSDI

Lori Moore-Merrell
[Printed name of Signatory]

Linda Gordon, May 2, 2019
[Signature] [Date]

Lori Moore-Merrell, 2/8/19
[Signature] [Date]

IPSDI Standard Terms

These Standard Terms (“Standard Terms”) along with the Order Form (“Order Form”) comprise the Agreement (“Agreement”) between Client and International Public Safety Data Institute (“IPSDI”) and explain the terms under which IPSDI will provide services to Client. Any defined term in the Order Form shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Order Form, the provisions in the Order Form shall control.

1. Additional Information.

1.1. “Integration Services” means (1) integration of Client’s Computer Aided Dispatch (CAD), Records Management System (RMS), or data repository with the StatEngine service, provided by Prominent Edge LLC, to enable data transmission to NFORS; and (2) integration of Client’s CAD system with StatEngine to enable the transmission of Client’s emergency incident data to the NFORS CAD Dashboard and Exposure Report.

1.2. “NFORS” means the National Fire Operations Reporting Service. NFORS is owned and operated by IPSDI. Use of the NFORS is subject to the terms and conditions of the NFORS service as may be promulgated and changed from time to time.

1.3. “StatEngine” means the StatEngine service provided by Prominent Edge LLC and IPSDI is an authorized reseller of StatEngine. Use of the StatEngine service is subject to the terms and conditions of the StatEngine service as may be promulgated and changed from time to time.

2. Intellectual Property and Licenses.

2.1. IPSDI Intellectual Property. “**IPSDI Intellectual Property**” includes all IPSDI’s applications, code (source and object code forms), software, templates, repositories, functionality customizations (and improvement thereto), derivative works, tools, products, content, URLs, domain names, technology, system or network architecture, topology, scripts, user interfaces, “look and feel”, trade secrets, copyright rights, trademarks, patent rights, know-how, inventions and rights of priority as recognized in any country or jurisdiction in the world developed by IPSDI (or licensed from third parties by IPSDI) prior to or during the course of this Agreement. IPSDI Intellectual Property remains the exclusive property of IPSDI. IPSDI owns all rights, including, without limitation, all intellectual property rights to any IPSDI Intellectual Property developed by IPSDI.

2.2. Client License. Subject to Client’s compliance with the terms and conditions of this Agreement, including payment obligations, IPSDI hereby grants to Client and its end-users a personal, nonexclusive, revocable, non-transferable and limited end-user license to access and use IPSDI Intellectual Property contained or embodied in any materials delivered to Client by IPSDI.

2.3. Client Intellectual Property. Except for IPSDI Intellectual Property, all work performed pursuant to this Agreement shall be considered a work-for-hire and, upon Client’s compliance with its payment obligations, shall become the exclusive property of Client (“Client Intellectual Property”).

3. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

3.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY SOFTWARE ARE PROVIDED “AS IS,” AND IPSDI DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. IPSDI DOES NOT WARRANT THAT THE SERVICES OR ANY SOFTWARE PROVIDED BY IPSDI WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

3.2. Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE



NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF IPSDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IPSDI'S CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL BE LIMITED TO THE AMOUNT CLIENT ACTUALLY PAYS IPSDI DURING THE THREE (3) MONTHS PRIOR TO THE ACT, OMISSION, OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

3.3. Essential Basis of the Agreement. IPSDI and Client acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth in this Section 3 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

4. Miscellaneous.

4.1. Non-Payment. In the event any amount due to IPSDI under this Agreement becomes past due, IPSDI may restrict or remove Client's access to Stat Engine and NFORS. Any past due amounts shall accrue interest at a rate of one percent per month. In the event that IPSDI is required to retain the services of an attorney to collect any past due amounts, Client shall pay IPSDI's reasonable costs and attorney's fees. This clause shall survive any termination of the Agreement.

4.2. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person other than the parties signatory hereto any interest or rights, (including any third party beneficiary

rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

4.3. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

4.4. Amendments and Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

4.5. Choice of Law; Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law principles. All disputes regarding this Agreement shall be brought exclusively in the state or county courts of Arlington County, Virginia or the Alexandria Division of the United States District Court for the Eastern District of Virginia. Client consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available. In the event Client nevertheless brings suit in another jurisdiction, Client agrees to pay the costs and fees (including attorneys' fees) incurred by IPSDI in defending or seeking dismissal of the same.

4.6. Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

4.7. Assignment. Except in the event of a sale of substantially all of the equity or assets of IPSDI or Client, neither party will assign this Agreement, or delegate or sublicense any rights under this Agreement, without the other party's prior written consent, except that IPSDI may utilize subcontractors. Any assignment or transfer in violation of this section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

4.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so



executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

4.9. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

4.10. Marketing. Client hereby authorizes IPSDI to publicly disclose Client's identity in connection with IPSDI's sales and marketing efforts.

4.11. Severability in Event of Partial Invalidity. If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect.