



Village of Bayside  
9075 N Regent Road  
Public Safety Committee Meeting  
August 20, 2020  
Remote Teleconferencing, 5:00pm

**PUBLIC SAFETY COMMITTEE  
AGENDA**

**PLEASE TAKE NOTE:** Due to the COVID-19 Pandemic, the Public Safety Committee will be meeting via remote teleconferencing at the above noted time and date, at which the following items of business will be discussed and possibly acted upon.

**I. CALL TO ORDER AND ROLL CALL**

**II. BUSINESS**

1. Discussion/recommendation on agreement with Intrado Corporation for Phone and Next Generation 911 Services, Software, and Equipment for the Bayside Communications Center.
2. Discussion/update on MyBlue program.
3. Discussion/update on Race, Equity and Justice Community Workshops.

**III. ADJOURNMENT**

Lynn Galyardt, Administrative Services Director

The Public Safety Committee will utilize Zoom videoconferencing software for this meeting. To join the Zoom meeting using a computer or tablet, visit <https://us02web.zoom.us/j/88411656344?pwd=VHE4V0tJSWlaaEZTdkxkcUNPeXkydz09>

Meeting ID: 884 1165 6344, Password: 242871

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at 414-206-3915. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website ([www.baysidewi.gov](http://www.baysidewi.gov))

# Bayside Police Department

## Software - Hardware Upgrade

1  
III

Section	V5	V7
VIPER	\$42,746.25	\$42,746.25
Power Stations	\$41,769.00	\$44,457.00
Power 911	\$0.00	\$0.00
Power Metrics Set Up Fees	\$4,700.00	\$4,700.00
Sentry	\$1,170.00	\$1,170.00
VIPER Alarm Monitoring Setup	\$1,500.00	\$1,500.00
TXT2911 Set Up Fees	\$5,725.00	\$5,725.00
Power 911 Hardware	\$5,415.00	\$5,415.00
Common Hardware	\$5,200.00	\$5,200.00
Network Equipment	\$1,450.00	\$1,450.00
Staging	\$3,750.00	\$3,750.00
Project Survey	\$3,350.00	\$3,350.00
Installation	\$11,850.00	\$11,850.00
eLearning	\$395.00	\$395.00
Call Taker / Admin Training	\$6,750.00	\$6,750.00
CCS Training	\$3,350.00	\$1,500.00
Project Management Services	\$12,767.06	\$12,596.24
Freight Charges	\$1,319.28	\$1,319.28
Third Party (Touch Screen Monitors?)	\$2,736.00	\$0.00
<b>Equipment Sub Total</b>	<b>\$155,942.59</b>	<b>\$153,873.77</b>
<b>Maintenance Services</b>		
Power Metrics Recurring Services	\$22,820.00	\$22,820.00
Software Subscription	\$58,800.00	\$58,800.00
Software Protection and Remote Technical Support	\$20,160.00	\$20,160.00
On-Site Maintenance	\$117,600.00	\$117,600.00
VIPER Alarm Monitoring	\$4,200.00	\$4,200.00
Hardware Protection	\$13,440.00	\$13,440.00
TXT2911 Recurring Fees	\$39,900.00	\$39,900.00
<b>Sub Total</b>	<b>\$276,920.00</b>	<b>\$276,920.00</b>
<b>Grand Total</b>	<b>\$432,862.59</b>	<b>\$430,793.77</b>

# Bayside Police Department

## Software - Hardware Upgrade Year 1 Cost

Section	V5	V7
<b>Equipment Sub Total</b>	<b>\$155,942.59</b>	<b>\$153,873.77</b>
<b>Maintenance Services</b>		
Power Metrics Recurring Services	\$3,260.00	\$22,820.00
Software Subscription	\$8,400.00	\$8,400.00
Software Protection and Remote Technical Support	Warranty	Warranty
On-Site Maintenance	\$16,800.00	\$16,800.00
VIPER Alarm Monitoring	\$600.00	\$600.00
Hardware Protection	Warranty	Warranty
TXT2911 Recurring Services	\$5,700.00	\$39,900.00
<b>Sub Total</b>	<b>\$34,760.00</b>	<b>\$88,520.00</b>
<b>Total Year 1 Costs</b>	<b>\$190,702.59</b>	<b>\$242,393.77</b>
	<b>Yearly Maintenance Costs (Year 2-7)</b>	
Power Metrics Recurring Fee	\$3,260.00	\$0.00
Software Subscription	\$8,400.00	\$8,400.00
Software Protection and Remote Technical Support	\$3,360.00	\$3,360.00
On-Site Maintenance	\$16,800.00	\$16,800.00
VIPER Alarm Monitoring	\$600.00	\$600.00
Hardware Protection	\$2,240.00	\$2,240.00
TXT2911 Recurring Services	\$5,700.00	\$0.00
<b>Sub Total Yearly Maintenance Costs</b>	<b>\$40,360.00</b>	<b>\$31,400.00</b>
<b>Discount Per Year (\$28,500.00 over 6 Years)</b>		<b>-\$4,750.00</b>
<b>Yearly Maintenance Costs</b>		<b>\$26,650.00</b>



OFFICE OF EMERGENCY COMMUNICATIONS

June 1, 2020

Re: **NextGen9-1-1 Reimbursement Grant Award Requirement**

Grant Number: 2020-110

Please review this NextGen9-1-1 Reimbursement Grant Program Non-Supplanting Certification and sign to acknowledge that your agency is aware of and is following this policy.

**Supplanting defined**

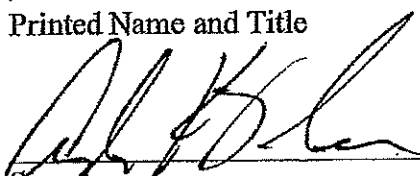
Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subgrantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Bayside Communications Center (Agency Name) certifies that any funds awarded through the NextGen9-1-1 Reimbursement Grant Program shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Bayside Communications Center (Agency Name) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds or future State grants under this program, suspension or exclusion from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Andy Pederson, Village Manager

Printed Name and Title

  
Signature

6/30/20  
Date



State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

PO BOX 14587  
MADISON 53708-0587

TELEPHONE 608 888-5501

OFFICE OF EMERGENCY COMMUNICATIONS

April 1, 2020

Bayside Communications Center  
Liane Scharnott, Director  
9075 N Regent Road  
Bayside, WI 53217

RE: NG9-1-1 Reimbursement Grant Award

Dear Liane Scharnott,

The Wisconsin Department of Military Affairs/Office of Emergency Communications (DMA/OEC) is pleased to award **Bayside Communications Center** federal funding through the Wisconsin NG9-1-1 Reimbursement Grant Program to assist in the upgrade to NextGen9-1-1 equipment. Before work on the grant project can begin, we will need the following:

1. Thoroughly read each document within this award package.
1. The **Signatory Official** must physically sign and initial where indicated including the cover letter, the bottom of each page, after each general and/or special condition and the last page.
2. The **Signatory Official** is responsible for ensuring that the agency agrees with the terms and conditions of this grant award. If the agency or signatory official does not agree with the terms and conditions, they may notify the program contacts identified in the award package to decline the award.
3. Make a copy of the signed award documents. Return the original signed award documents within ninety (90) days to Laurie Borgers at the address listed at the end of the award package. Keep the copy for agency records.

Please feel free to reach out to the Program Manager, Jessica Jimenez, or the Grants Specialist, Laurie Borgers with any questions. We look forward to a collaborative working relationship with **Bayside Communications Center**.

Sincerely,

Jessica Jimenez  
NextGen9-1-1 Program Manager  
Office of Emergency Communications  
WI Dept of Military Affairs



PO BOX 14687  
MADISON 53708-0587

TELEPHONE 608 888-8501

OFFICE OF EMERGENCY COMMUNICATIONS

April 1, 2020

Bayside Communications Center  
Andy Pederson, Village Manager  
9075 N Regent Road  
Bayside, WI 53217

Re: **NextGen9-1-1 Reimbursement Grant Program**

Grant Number: **2020-110**

The Office of Emergency Communications, Department of Military Affairs hereby awards to Bayside Communications Center (hereinafter referred to as the Subgrantee), the amount of \$218,662.59 for programs or projects pursuant to the NextGen9-1-1 Reimbursement Grant Program.

This grant may be used until **June 30, 2021** for the projects consistent with the budget and general conditions in Attachment A, subject to any grant assurances set forth in Attachment B, and the reporting requirements outlined in Attachment C.

The Subgrantee shall administer the program or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Department of Military Affairs. The submitted application is hereby incorporated as reference into this award as Attachment D.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A, B and/or C) when the Subgrantee signs and returns the original this grant award including Attachments A, B, C and D to the Department of Military Affairs. Keep a copy for your records.

Erik Viel  
Director  
Office of Emergency Communications  
Wisconsin Department of Military Affairs

4.1.2020

Date

The Subgrantee, Bayside Communications Center hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

Subgrantee: **Bayside Communications Center**

By:

  
Andy Pederson  
Village Manager

4/30/20

Date

**ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS**

Subgrantee: **Bayside Communications Center**  
Project Title: **NextGen9-1-1 Reimbursement Grant Program**

Grant Number: **2020-110**  
CFDA: **#20.615**

Grant Period from: **Date of Subgrantee Signature** to **June 30, 2021**

**Total Project Budget: \$218,662.59**  
**Amount of Federal Funds: \$131,197.55**  
**Approved Local Funds: \$87,465.04**

NOTE: Subgrantees should reference their application budget for approved breakdown of cost. The approved application budget is included at the end of this package as Attachment D.

**Grant/Budget Modifications**

Budget changes in excess of 10% of the total project budget, or a change to include a line item not previously approved, requires a written modification request prior to any budget reallocations. An emailed request to Laurie Borgers or Jessica Jimenez is acceptable. Contact Laurie Borgers or Jessica Jimenez for a Modification Request Form.

Any changes in personnel involved with the grant including the main contact, the secondary contact and the signing official need to be reported to grant administrative staff via email.

Name of Program Manager: **Jessica Jimenez**  
Phone Number: **608-888-5520**  
Email: **Jessica.Jimenez@Wisconsin.gov**

Name of Grant Specialist: **Laurie Borgers**  
Phone Number: **608-888-5505**  
Email: **Laurie.Borgers1@Wisconsin.gov**

Authorized Official  
Initials AB  
Date 11-30-20

## ATTACHMENT A – GRANT SUMMARY AND AWARD CONDITIONS

**Award General Conditions** – authorized official Initial each line after reading

1. Subgrantees shall submit detailed budget calculations in their first quarterly report. For example, if line items for the "Other Services" category in the budget spreadsheet contained more than one expense such as project management, installation, etc., Subgrantees must show calculations for how the total cost per line item was determined. Initials AP
2. Federal funds cannot be used to supplant local funds; they must increase the amount of funds that would otherwise be available from local resources. Initials AP
3. This federal award requires a 40% local match. Matching funds must be an allowable expense under the grant program. By signing these Grant Award documents, the Subgrantee is certifying that they have the funding available to cover the total cost of the project prior to receiving reimbursement by Department of Military Affairs (DMA). The 60% federal reimbursement will be a one-time payment at the close out of the grant project when all funds for the project have been expended. Initials AP
4. To be allowable under a grant program, costs must be paid or obligated (purchase order issued) for services provided during the grant period. If obligated by the end of the grant period, then payment must be made within 30 days of the grant period ending date. Initials AP
5. No costs or services shall be incurred outside of the approved grant performance period, including all recurring costs such as subscriptions and maintenance. Initials AP
6. Subgrantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal law and the standards identified in the Procurement Standards Sections of Sections of 2 C.F.R. § 200.318-326. Initials AP
7. A copy of contracts pertaining to this grant award must be submitted to DMA within thirty (30) days of contract signing, along with any procurement solicitation and scope of work. Initials AP
8. The Subgrantee must comply with the Grant Announcement used to announce the funding opportunity and these Grant Award documents. Initials AP
9. Agencies that accept funding are responsible for all sustainment costs after the end of the grant period. Initials AP
10. All Subgrantees shall make every effort to participate in any applicable grant program conference calls or administrative trainings supplied by DMA. Initials AP
11. All Subgrantees must have an active Dun and Bradstreet Data Universal Numbering System (DUNS) number in order to receive funding. Initials AP
12. All Subgrantees must have an active registration with the System for Award Management (SAM). Failure to maintain an active status will potentially result in de-obligation of funds. No Payments will be made without an active SAM registration. Initials AP

Agency DUNS #: 013-095-328

Agency SAM #: \_\_\_\_\_

Expiration Date: 12/23/2020

Cage 5C463

Authorized Official  
Initials AP  
Date 4-70-20



## ATTACHMENT B -- GRANT ASSURANCES

### Grant Assurances

Subgrantee agrees to comply with the most recent version of the Administrative Requirements, Cost Principles and Audit Requirements, as set forth in the current edition of the Office of Management and Budget (OMB) Compliance Supplement. A non-exclusive list of regulations commonly applicable to Federal grants are listed below:

#### 1. Administrative Requirements

- a. 2 CFR §200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

#### 2. Cost Principles

- a. 2 CFR §200 Subpart E, Cost Principles for State, Local and Indian tribal Governments.
  - i. Special Considerations (2 CFR §200.416-417)
- b. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
- c. Financial and Administrative requirements set forth in the current edition of the Office of Management and Budget (OMB) Compliance Supplement. The most current edition available at this time can be found at [https://www.whitehouse.gov/wp-content/uploads/2019/07/2-CFR\\_Part-200\\_Appendix-XI\\_Compliance-Supplement\\_2019\\_FINAL\\_07.01.19.pdf](https://www.whitehouse.gov/wp-content/uploads/2019/07/2-CFR_Part-200_Appendix-XI_Compliance-Supplement_2019_FINAL_07.01.19.pdf)

#### 3. Audit Requirements

- a. Subgrantee agrees to comply with the organizational audit requirements of Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR §200). The Compliance Supplement to 2 CFR §200 can be found at: [https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/assets/OMB/circulars/a133\\_compliance/2016/2016\\_compliance\\_supplement.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/assets/OMB/circulars/a133_compliance/2016/2016_compliance_supplement.pdf).
- b. Subgrantee agrees to comply with all applicable Wisconsin State Purchases Law pursuant to Wis. Stat. Chapter 16; purchasing rules and regulations.
- c. Subgrantee agrees to use federal funds granted under this award to supplement but not supplant state or local funds for NextGen9-1-1 equipment.
- d. Subgrantee is prohibited from transferring funds between programs (i.e., NextGen9-1-1 Program, Homeland Security, Emergency Management Program Grant, etc.)
- e. Subgrantees expending a combined total of \$750,000 or more in federal funds during their fiscal year (FY), must have a single audit or a program-specific audit for that year in accordance with the Uniform Guidance 2 CFR §200 Subpart F. All auditees must submit to the federal clearinghouse the data collection form and one copy of the reporting package described above and the Data Collection Form (Form SF-SAC) to the Federal Audit Clearinghouse (FAC). The auditee must electronically submit to the FAC at <https://harvester.census.gov/facweb/>.

Subgrantees should review Chapter 11 DOA Single Audit Guide for additional information on single audit requirements. Chapter 11 can be found at [https://doa.wi.gov/DECHR/Part\\_11%20-%20Chptr\\_11%20Single%20Audit.pdf](https://doa.wi.gov/DECHR/Part_11%20-%20Chptr_11%20Single%20Audit.pdf). General questions related to the single audit process can be emailed to [DOASSAGGeneral@wisconsin.gov](mailto:DOASSAGGeneral@wisconsin.gov)

Authorized Official

Initials AV

Date 4-30-20

## ATTACHMENT B – GRANT ASSURANCES

### 4. Payment Methodology

DMA shall only remit funds to Subgrantees upon receipt of a Grant Reimbursement Request Form at the close out of the grant period, signed by an Authorized Agent such as the Signatory Official, and supporting documentation.

- Equipment or services provided, including inventory reports, vendor invoices, purchase orders, signed packing slips to certify receipt of goods and proof of payment such as cancelled checks.
- Taxes are not allowable
- Unless requested in advance, payment will be in the form of a check. If the Subgrantee prefers electronic payment via ACH, please contact Laurie Borgers or Jessica Jimenez for more information.
- The 60% federal reimbursement will be a one-time payment at the close out of the grant project when all funds for the project have been expended.

### 5. Project Monitoring/Evaluation

Subgrantee agrees to fully cooperate with compliance audits including periodic programmatic, fiscal monitoring, records review and site visits conducted by DMA. Subgrantee agrees to submit timely and accurate Program Evaluation Reports to DMA and to participate in DMA sponsored surveys and all other required reports related to any DMA administered grant program. DMA reserves the right to deny payment to any approved programs for failure to comply with this provision.

### 6. Maintenance of Records

All grant documents including but not limited to invoices, purchase orders, packing slips, equipment make, model and serial numbers, must be maintained by the Subgrantee for a minimum of three (3) years after DMA closeout date.

### 7. Property acquired with grant funds

DMA requires that property acquired with grant funds be tagged and tracked detailing description of the property, serial or identification number, source of property, name of owner, acquisition date, cost, location, and condition. Title to property acquired in whole or part with grant funds shall vest in the Subgrantee, subject to divestment at the option of DMA, where its use for 9-1-1 purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection and preservation of such property.

### 8. Civil Rights Requirements

All Subgrantees, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the Department of Workforce Development, Office of Equal Rights, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices comply with equal employment opportunity requirements. 28 CFR §42.202 (n).

### 9. Americans with Disabilities Act

All federal grant Subgrantees must comply with the American with Disabilities Act (ADA).

### 10. Reporting of Adverse Finding of Discrimination

It is the responsibility of all grantees, subgrantees and contractors under the grants, to report to the Department of Workforce Development, Office of Equal Rights, any finding of discrimination after a due process hearing, on the basis of race, color, religion, national origin or sex by a federal or state court or administrative agency pursuant to 28 CFP Part 42.204 (a-c).

Authorized Official  
Initials 4-30-20  
Date KV

## ATTACHMENT B – GRANT ASSURANCES

### 11. Equal Opportunity, Non-discrimination and Affirmative Action Program Requirements

It is the responsibility of all Subgrantees to ensure that their employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207, 42.301 et seq., s. 51.01 (5), Wis. Stats., s. 111.32 (13)(m), Wis. Stats., and Gubernatorial Executive Orders governing the promotion of a diverse workforce, equal opportunity and the prevention of sexual harassment and including where applicable, the requirement of Subgrantees to formulate, implement and file an Equal Opportunity Plan with DMA.

In connection with the performance of work under this grant, the Subgrantee agrees not to discriminate against any employee or applicant of employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Subgrantee further agrees to take affirmative action to ensure equal employment opportunities.

Pursuant to 2019 Wisconsin Executive Order 1, Subgrantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

### 12. Ethical Standards/Prohibited Political Activity

It is the responsibility of all Subgrantees to comply with applicable provisions of Wis. Stats. Chapter 19, Subchapter III – Code of Ethics for Public Officials and Employees and the provisions of the Hatch Act, which limits the political activity of public employees.

### 13. Congressional Budget and Impoundment Control Act of 1974, as amended

Grant awards are conditional, and subject to congressional or executive action including budget deferral recession.

### 14. Lobbying, Debarment, Suspension, Drug-Free Workplace

The Subgrantee shall comply with the provisions of 31 U.S.C. §1352. The Subgrantee receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," (<https://www.gsa.gov/Forms/TrackForm/33144>) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

The Subgrantee shall comply with the provisions of Subpart C of 2 CFR §1326, "Governmentwide Debarment and Suspension (Nonprocurement)" (published in the Federal Register on December 21, 2006, 71 FR 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.

The Subgrantee shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title

Authorized Official  
Initials AV  
Date 4-30-20

## ATTACHMENT B – GRANT ASSURANCES

VIII, Sec. 809, as codified at 41 U.S.C. §702), "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the *Federal Register* on November 26, 2003, 68 FR 66534), which require that the Subgrantee take steps to provide a drug-free workplace.

### 15. Collection of Unallowable Costs

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise.

### 16. 9-1-1 Fee Diversion

Subgrantee agrees that as a taxing jurisdiction of the State of Wisconsin, the Subgrantee has not diverted any portion of designated 9-1-1 surcharges for any purpose other than the purposes for which such charges are designated or presented from the time period 180 days preceding the date of the application and during the time period in which grant funds are available.

Subgrantee agrees that, as a condition of receipt of the grant, the Subgrantee will return all grant funds if the Subgrantee obligates or expends, at any time for the full duration of this grant, designated 9-1-1 surcharges for any purpose other than the purposes for which such charges are designated during the time period in which grant funds are available.

Authorized Official  
Initials             
Date 4/30/20

## ATTACHMENT C – REPORTING REQUIREMENTS AND CLOSEOUT

### Reporting Requirements

Subgrantee agrees to meet reasonable fiscal and administrative requirements to account for its federal grant funds in accordance with OMB Circular A-102 and as the Office of the Governor or DMA may require including but not limited to submitting: quarterly financial reports, quarterly progress reports, and final financial reports and closeout documentation. Templates for the quarterly reports will be made available at a later date, including training for how to fill out the quarterly reports.

Quarterly reports must be signed by an Authorized Official and submitted to DMA within thirty (30) days (with the exception of the closeout report) after the close of each calendar quarter as follows:

Report 1 – Grant Period Start to June 30, 2020	Due: July 30, 2020
Report 2 – July 1, 2020 to September 30, 2020	Due: October 30, 2020
Report 3 – October 1, 2020 to December 31, 2020	Due: January 30, 2021
Report 4 – January 1, 2021 to March 31, 2021	Due: April 30, 2021
Report 5/Closeout Report	Due: August 15, 2021

Failure to comply with this provision may result in the withholding of grant funds until the delinquent report is received. If a Subgrantee closes out their project prior to the grant period end date, a closeout report is required within forty-five (45) days of the final expense.

In addition to the reports specified above, Subgrantees agree to submit a copy of any final contracts pertaining to this grant award within thirty (30) days of contract signing, along with any procurement solicitation and scope of work.

### Grant Closeout

After the project period of the grant has ended, the Subgrantee will need to submit all closeout documents and complete closeout requirements within 45 days after the end of the grant. Extension requests must be submitted a minimum of 30 days before the end date of the grant performance period and will be reviewed by program staff on a case-by-case basis. There is no guarantee of an extension request approval and extensions may be contingent on federal deadlines.

Unless requested in advance, payment will be in the form of a check. If the Subgrantee prefers electronic payment via ACH, please contact Laurie Borgers or Jessica Jimenez for more information.

In order to closeout a grant, DMA requires submission of:

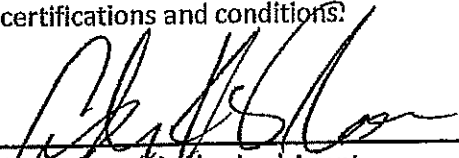
- A final programmatic report
- A final financial report – proof of payment can be a cancelled check copy or a general ledger report with the check number.
- Grant Reimbursement Request Form – expenditures on the Grant Reimbursement Form must have been incurred within the approved period of performance listed on these award documents.
- Receipts of any equipment or items identified on the Grant Reimbursement Request Form and a copy of the procurement policy authorizing that type of purchase.
- A match validation memorandum signed by the Chief Financial Officer verifying and validating which match funds were used and that the use of those grant funds complies with all applicable CFR requirements.

Authorized Official  
Initials   *JD*    
Date   4-30-20

**ATTACHMENT C – REPORTING REQUIREMENTS AND CLOSEOUT**

- A final equipment inventory report – this report is required for any equipment purchased with a single per unit cost in excess of \$5,000 and should include serial numbers for equipment.
- Upon completion of the closeout process, DMA/OEC will send a Closeout Letter to Subgrantees, advising the grant is closed.

As the duly authorized representative, I hereby certify that the Subgrantee will comply with the above certifications and conditions:

	4/30/20	Bayside Communications Center
Signature of Authorized Agent	Date	Agency

Andy Pederson	2020-110
Name (printed)	Grant Award Number

This grant award is effective from the date of the above signature. Electronic signatures, substitute signing, or stamping is not accepted.

**PLEASE PHYSICALLY SIGN DOCUMENTS, MAKE ONE COPY FOR RECORDS AND RETURN THE ORIGINAL WITHIN NINETY (90) DAYS TO:**

**ATTN: Laurie Borgers  
Wisconsin Department of Military Affairs  
2400 Wright Street  
Madison, WI 53708**

## Web Terms for Services, Software, and Equipment as of May 22, 2020

These Website Terms for Services, Software, and Equipment apply to sales made by Intrado Life & Safety Solutions Corp. and Intrado Life & Safety, Inc. (if in the United States) or Intrado Life & Safety Canada, Inc. (if not in the United States) (as applicable, "Intrado") to the customer issuing a purchase order to Intrado ("Customer"), as of the date of such purchase order ("Effective Date"). These "Terms" consist of these terms and conditions, any orders or statements of work referencing these terms or issued by Customer to Intrado, and any quotes from Intrado to Customer on which a purchase order is based (each, an "Order") describing the Intrado services ("Services"), software object code and accompanying documentation ("Software"), and/or hardware or other equipment ("Equipment") that Intrado agrees to provide to Customer. "Affiliate" has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than Intrado Corporation and its subsidiaries, be deemed an Intrado "Affiliate" for purposes of these Terms.

The terms of any separate agreement executed by the parties and applicable to a purchase will supersede these Terms.

### 1. Term

These Terms begin on the Effective Date and do not have a defined end date; rather, these Terms will apply to any Order for the duration of such Order. Termination of any Order will not affect these Terms or any other Order.

### 2. Confidentiality

Exhibit A: Confidentiality and FOIA applies to disclosure and use of Confidential Information (as defined in Exhibit A) exchanged under these Terms and disclosures required by applicable freedom of information or public records laws.

### 3. Software

#### 3.1. License Grant

Subject to these Terms, Intrado grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable license to use Software at the location ("Site") and on the number of servers, workstations, and users or other applicable metric set forth in the Order, solely for Customer's internal purposes, to copy Software onto a storage device, and to make one copy solely for backup and disaster recovery purposes.

#### 3.2. Restrictions

Customer will not itself, or through any Affiliate, agent, or other third party: (a) sell, lease, sublicense, or otherwise transfer Software; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from Software; (c) modify or enhance Software, or write or develop any derivative software, or any other functionally compatible, substantially similar, or competitive products; (d) network Software or use Software to provide processing services to third parties, commercial timesharing, rental, or sharing arrangements, or otherwise use Software on a service bureau basis; (f) provide, disclose, divulge, or make available to, or permit use of Software by any third party without Intrado's prior written consent; or (g) use or copy Software except as permitted hereunder.

#### 3.3. Audit

On 45 days' written notice, Intrado may audit Customer's use of Software. Customer agrees to cooperate with Intrado's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the programs in excess of Customer's license rights. If Customer does not pay, Intrado can end Customer's maintenance and support, licenses, and these Terms.

Customer agrees that Intrado will not be responsible for any of Customer's costs incurred in cooperating with the audit.

### 4. Maintenance and Support Services

To the extent that an Order provides for maintenance and support Services for Equipment and Software, such Services will be provided in accordance with Intrado's then-current Maintenance and Support Services terms located at <https://www.west.com/legal-privacy/terms/#call-handling>.

### 5. Limited Warranty

#### 5.1. Software and Equipment Limited Warranty

Intrado warrants that the Intrado Software and Equipment will perform substantially in accordance with Intrado's specifications for 12 months from Acceptance Date (see Section 13 below). Intrado will, at its sole discretion and as Customer's sole remedy, repair or replace the problem Software and Equipment, provided that the problem can be reproduced on either Intrado's or Customer's systems. Replacement parts are warranted to be free from defects in material and workmanship for 90 days, or for the remainder of the limited warranty period of the Intrado Equipment they are replacing, whichever is longer. The limited warranty includes remote support services (help desk) during the warranty period. Freight costs to ship defective Equipment to Intrado are borne by Customer, with return at Intrado's expense. Intrado will pass through to Customer any third-party manufacturer warranties for products supplied by Intrado. Customer's access to and use of third-party Equipment and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third-party licensors of such third party Equipment or Software.

#### 5.2. Services Limited Warranty

Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

#### 5.3. Disclaimer

Intrado will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood, or accident; or (iv) has not been installed by Intrado or an Intrado authorized technician. EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT SOFTWARE, EQUIPMENT, SERVICES, OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

## 6. Customer Materials

Customer will provide information reasonably requested by Intrado to perform Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado's use of Customer Materials will not violate the rights of any third party. Customer will retain ownership of all Customer Materials.

## 7. Limitation of Liability

### 7.1. Limitation

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

### 7.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

## 8. Indemnification

### 8.1. Intrado Indemnity

Intrado will indemnify, defend, and hold harmless Customer, from third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

### 8.2. Customer Indemnity

Except to the extent prohibited by applicable law, Customer will indemnify, defend, and hold harmless Intrado, its Affiliates, and their officers, directors, employees, and agents from Claims (a) relating to Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

### 8.3. Procedures

The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party's consent if the settlement does not affect the

rights of the indemnified party. The indemnified party may participate in the defense at its expense.

## 9. Termination

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure. Software licenses will remain in force until terminated, if at all, due to an uncured material default. On termination of a Software license, Customer will, to the extent applicable, (a) cease using Software, and (b) certify to Intrado within one month after termination that Customer has destroyed or has returned to Intrado the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

## 10. Intellectual Property

Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to Services, Software, and Equipment, and any development, enhancement, improvement or derivative works thereto, except for Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Customer receives no other right, title, or interest in, to, or under Intrado IP. Intrado IP is Intrado's Confidential Information (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access Intrado IP and who are bound by law or written agreement to comply with Customer's duties under these Terms. Neither party will reverse engineer, decompile, disassemble, or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

## 11. Delivery

Equipment will be shipped FCA point of origin (Incoterms 2000) on completion of the manufacturing process, and Software will either be shipped using the above method, or made available for download from a site designated by Intrado. All shipping and handling charges will be prepaid by Intrado and charged to Customer. For RMA requests or other returns, Intrado's Defective Equipment Return Policy, Project, and Spares Equipment Return Policy will apply.

## 12. On-Site Services

### 12.1. Intrado Obligations

If Intrado performs Services at Customer's premises, such as installation ("Installation"), site survey, project management, training, or cutover services (as applicable, "On-Site Services"), Intrado will:



- If Installation is purchased, install and perform acceptance testing on Software and Equipment at the Site in accordance with Intrado's normal installation and testing practices.
- If training is purchased, perform training as specified in the Order.
- Designate a project manager with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Intrado and Customer.

## 12.2. Customer Obligations

If On-Site Services are ordered, Customer will, at its expense:

- Designate a general project coordinator, with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Customer and Intrado.
- Ensure that staff: (i) are available during nonstandard work times as necessary (early, late, and weekends) (ii) monitor acceptance testing; and (iii) are on-site for technical training, if applicable.
- Provide unobstructed access for Installation and testing of Software, Equipment and cabling, including obtaining any necessary consents from the landlord, building owner, or others.
- Ensure that any Customer equipment meets Intrado's specifications.
- Provide, within the Site, suitable and easily accessible secure storage of tools, test sets, lockers and employees' personal effects.
- Ensure that the Site will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications, and will be dry and free from dust.
- Provide all patching, painting, openings, conduits, floor reinforcements, or other furniture or mechanical modifications pertinent to Installation.
- Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground as specified by Intrado.
- Provide an exclusive VPN tunnel to allow for remote diagnostics and a modem for establishing the remote access by Intrado.
- Dispose of all Equipment packing material.
- Maintain, at all times, a procedure, external to Software and Equipment, for the reconstruction of lost or altered files, data, or programs deemed necessary by Customer.
- Ensure that Intrado is promptly informed of any problems with Software or Equipment.
- Ensure Customer's third party vendors collaborate with Intrado in a reasonable and timely manner.

## 12.3. Exclusions, Changes

If On-Site Services are prevented, interrupted or delayed due to Customer's failure to meet its obligations stated above, or if Customer unexpectedly delays or changes the agreed-on schedule for On-Site Services, Customer will be responsible for applicable travel and lodging costs, charges at Intrado's standard hourly rates for the time during which such On-Site Services were prevented, interrupted or delayed, any other direct costs incurred by Intrado, and Intrado then-current

rescheduling fees (currently \$300.00 per person, per day, of time scheduled to be On-Site). Intrado will not be deemed to be in default nor be held responsible for any delays or failures resulting from an event of Force Majeure or for any delays resulting from Customer or any of Customer's third-party vendors or from Customer's obligations stated above. Changes to the design or installation plan by Customer after the original Order will be considered a request for a change order. On receipt of a request for a change order, Intrado will, within ten business days, either accept or refuse the request for a change order. If Intrado accepts the request for a change order, Intrado will issue a new quote to cover any costs, if applicable, associated with the change order.

## 13. Acceptance

If Intrado is not performing Installation, Software and Equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept Software and Equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that Software and Equipment is used for live call-taking or dispatching. If Software and/or Equipment are being installed at multiple Sites, the above acceptance process will apply to each Site. The date of acceptance of the first Site will be referred to as the "Acceptance Date." Services will be deemed accepted when performed.

## 14. Payment

### 14.1. Payment Terms

For Equipment and Software sales, the following payment terms will apply: If Installation is not purchased, then all fees will be invoiced on shipment. If Installation is purchased, Customer will be invoiced according to the following terms:

- 30% on acceptance of Customer's Order
- 30% on shipment
- 30% on System Cutover
- 10% on Acceptance Date

Maintenance and Support Services will be payable as stated in the Order, either (i) in advance according to the above percentage breakdown, or (ii) annually in equal payments, which payments will be due on each anniversary of Acceptance Date.

Dedicated On-Site Services will be invoiced when the on-site personnel are first made available to Customer. Other recurring Services, such as TXT29-1-1 and Power Metrics or ECATS reporting services, will begin invoicing when such Services are

first made available to Customer. Other Services will be invoiced when performed.

#### **14.2. Payment Method**

Customer will pay all invoices within 30 days of invoice date, without setoff or deduction, preferably via electronic funds (ACH, EFT, or wire transfer). Intrado will apply payments to the oldest outstanding invoice.

#### **14.3. Taxes**

Customer will bear all applicable taxes, duties, and other government charges relating to Services (including applicable interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

#### **14.4. Late Payments**

Invoices not paid when due will bear interest from the due date at the lower of two percent per month, or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit on an adverse change in Customer's financial condition or payment record.

#### **14.5. Cancellation Fees**

Cancellation of any element of an Order before shipment or performance of Services will result in cancellation charges equal to 25% of the price of the cancelled item. Anything that has been specifically developed for Customer, including any special order or custom Software or Equipment, is not cancellable. Cancellation or rescheduling is not permissible after shipment. Delays by Customer to delivery, Installation Services, or acceptance testing that in the aggregate exceed six months may, in Intrado's discretion, be treated as a cancellation of the Order, and be subject to the greater of the above fees, or Intrado's total expenses allocated to the project through such date.

#### **14.6. Payments Final**

All amounts paid are final and nonrefundable. Equipment and Software may be returned only pursuant to a valid warranty claim or as permitted as part of Maintenance and Support Services.

#### **15. Insurance**

Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

#### **16. Miscellaneous**

##### **16.1. Governmental Agencies**

Use of Intrado Services or products by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Intrado Corporation or its affiliates, 11808 Miracle Hills Dr., Omaha NE 68154.

##### **16.2. Force Majeure**

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers.

##### **16.3. Independent Contractors, Beneficiaries**

The parties are independent contractors. No agency, joint venture, or partnership is created under these Terms. These Terms benefit Customer and Intrado only; there are no third party beneficiaries.

##### **16.4. Interpretation, Conflict, Severability**

"Including" means including, without limitation. "Days" means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties.

##### **16.5. Assignment**

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

##### **16.6. Applicable Law and Remedies**

These Terms are governed by Colorado law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Sections 2 or 10 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule, or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

---

### **16.7. Compliance with Laws**

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. Intrado may cease or modify Services or these terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Intrado's Code of Ethical Business Conduct located at <https://www.intrado.com/legal-privacy/code-of-ethics/>.

### **16.8. Advertising and Publicity**

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent, except that Intrado may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

### **16.9. Affiliates, Changes**

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Life & Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services, Software, and Equipment during the term.

### **16.10. Notices, Entire Agreement, Survival**

All notices must be in writing. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested, or when delivered by hand, overnight courier, or fax with confirmed receipt. These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.

## Exhibit A: Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A-Confidentiality and FOIA will apply to information disclosed under these Terms. Customer may disclose the Intrado's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to Intrado to allow Intrado to claim applicable exemptions, make applicable objections, or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

### 1. Definitions

"Confidential Information" means all information disclosed by or on behalf of either party ("Discloser") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to, a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms, or other business information.

### 2. Exclusions

Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Exhibit; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by Recipient without use of Discloser's Confidential Information.

### 3. Use and Disclosure

Recipient and its employees, Affiliates, agents, and contractors will: (a) use Confidential Information only for the Terms; (b) disclose Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Terms; (d) use the same standard of care to protect Discloser's

Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Discloser's confidentiality or proprietary notices, legends, or markings on all copies or extracts of Confidential Information; and (f) use and disclose Confidential Information as authorized in writing by Discloser. Recipient is responsible for compliance with this Exhibit by its employees, Affiliates, agents, and contractors.

### 4. Required Disclosure

If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser's expense, to seek protective orders or appropriate restrictions on use and disclosure. Confidential Information disclosed under this Section will continue to be subject to all terms of this Exhibit for all other purposes.

### 5. Return or Destruction

Within 30 days after termination of the Terms or written request of Discloser, Recipient will return or destroy Discloser's Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.