

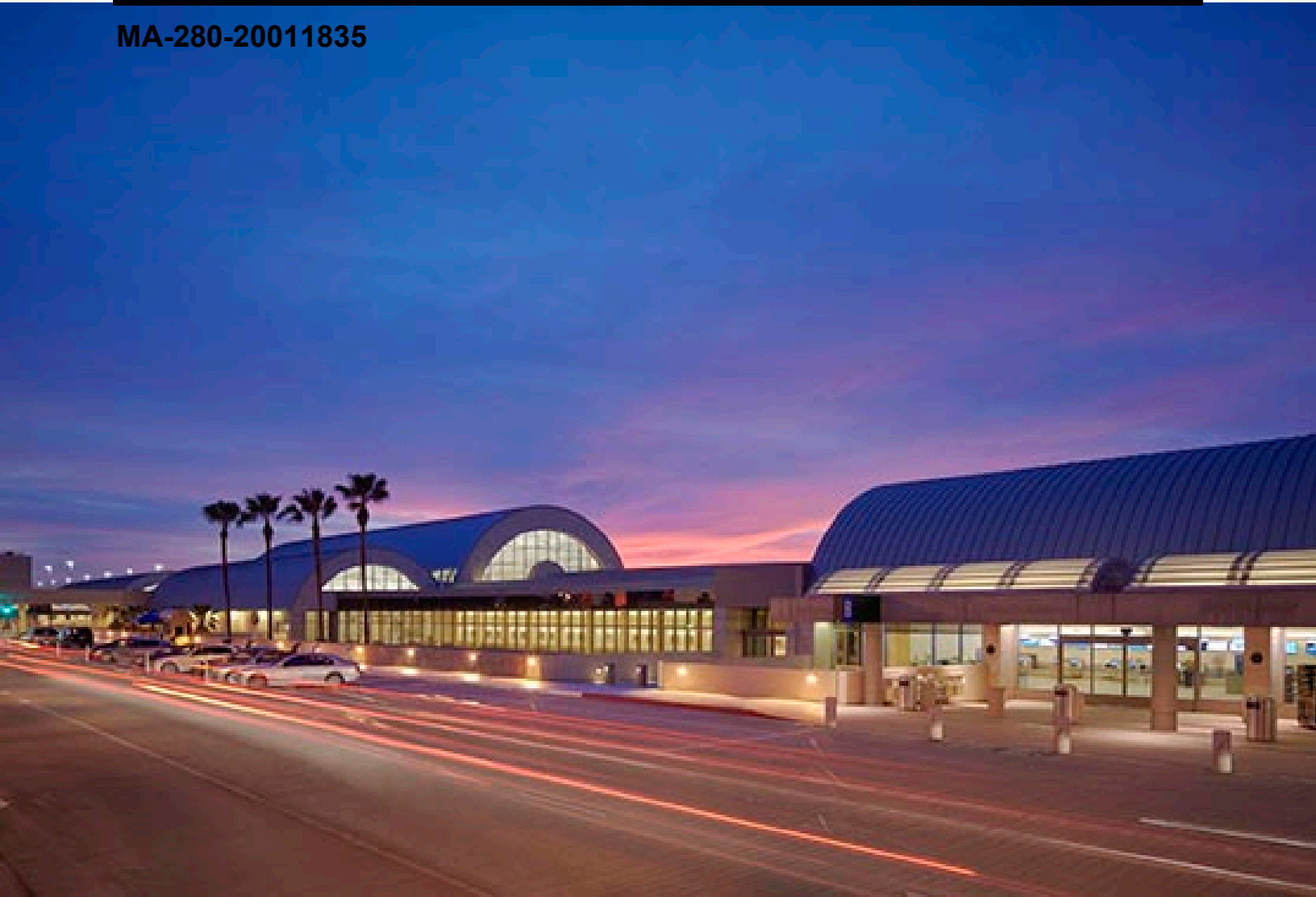
JOHN WAYNE AIRPORT

# VESTA 9-1-1 UPGRADE

SENTINEL PATRIOT TO VESTA 9-1-1

MAY 13, 2020

MA-280-20011835



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March 30, 2020

Marty Merck  
John Wayne Airport

Dear Marty,

As discussed, The Motorola VESTA 9-1-1 is the newest version of the Sentinel Patriot system onsite today. The new Vesta will have the same look and feel to the users of the solution which will minimize transition impact and training time. By staying with Motorola and upgrading to the newest version of Sentinel Patriot (Vesta 9-1-1), you will not need to pay for the license's since it is an upgrade.

Because Sentinel Patriot and VESTA 9-1-1 are from the same 9-1-1 family, speed dial information can easily be migrated. This also includes the ability to preserve existing speed dial entries and this reduces the time to install and configure your new VESTA 9-1-1 system.

Motorola Solutions knows John Wayne Airport and we have intimate knowledge of your unique environment and call flow. We have been through many phases with you, beginning in 2002. Since then, you have insured you have top of the line communications equipment, and VESTA 9-1-1 is the next level.

Motorola is uniquely positioned to be able to support John Wayne Airport from installation to post warranty support and maintenance with manufacture employed technicians and engineers since our VESTA headquarters is located only 66 miles away in Temecula, CA

Best Regards,

*Joe Torres*

Joe Torres  
Senior Solutions Account Manager

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## SECTION 1

# COMPANY OVERVIEW

## 1.1 THE HISTORY OF MOTOROLA AND VESTA

Motorola Solutions, Inc. (Motorola Solutions) creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, airports, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Motorola Solutions, Inc. is a Fortune 500 corporation with annual revenues exceeding \$7.8 billion. Motorola Solutions is the market leader in public safety and mobile enterprise communications solutions. We have a long history of industry leadership, a strong patent portfolio, and a strong global presence with more than 100,000 customers in 100 countries.

Motorola Solutions is well positioned to grow and expand globally. Our strategy is focused on providing mission-critical communication solutions to government and enterprise customers. Today, we are trusted by our customers because of the 90+-year history of partnership and innovation we have established with them. We are not just selling products and solutions. Instead, we are showing our customers a vision of the future and extending the dialogue around their needs, challenges, and expectations and how we are uniquely positioned to help.

Our vision of the future is backed by our commitment to innovation. We continue to improve and deepen our industry-leading product portfolio, and our sales growth demonstrates a keen focus on new product innovation, our strong go-to-market capability, and solutions that deliver a high return on investment for our customers. We have invested back more than \$1 billion in research and development, which has enabled us to expand our professional, integration, support, and managed services so that our customers can focus on their core mission.

We have a broad, compelling product and services portfolio specifically tailored for our mission-critical communications customer base that spans many layers of governments, public safety, and first responders, as well as commercial and industrial customers in a number of key verticals. As we add new products, features, and software upgrades, we ensure our solutions are interoperable and backward-compatible, enabling customers to confidently invest for their future needs while allowing them to utilize their prior investment in our technology.



Vesta Solutions Inc., (“Vesta Solutions”) became a wholly owned subsidiary of Motorola Solutions in March, 2018. Vesta Solutions has been in the emergency communications business for 50 years providing the market leading VESTA call handling platform. VESTA 9-1-1 products are used at 2,637 of the 3,875 PSAPs throughout the United States in which Motorola Solutions 9-1-1 technology is installed. Our success in this industry is a result of our innovative product development, versatility and a commitment to service.

Vesta Solutions has been a manufacturer of a routing solution since the early 1990s. Many local and regional telephone operating companies have deployed Vesta Solutions selective router, called the ECS-1000. Today, there are approximately 60 ECS-1000 selective routers still in service and supported by Vesta Solutions. As the industry transitions to NG9-1-1, Vesta Solutions has made a natural transition to a 9-1-1 service provider.

Vesta Solutions offers a powerful Next Generation (NG) 9-1-1 service provider and manufacturer of software systems where the focus is public safety. Our deep understanding and servicing of the end-to-end workflow from call routing to case closure, (including call handling, CAD, radio, jail, records), offers a partner uniquely qualified to ensure a successful migration to NG9-1-1.

## 1.2 WHY UPGRADE TO VESTA 9-1-1?

When you migrate from Sentinel Patriot to VESTA 9-1-1 you not only put a foundation in place with a solution that will take you forward for many years to come, but the transition is one that reduces risk and minimizes Call Taker disruption.

The reason is that Sentinel Patriot and VESTA 9-1-1 have many similarities that make it easy for call center administrators and most importantly, Call Takers to migrate to the new VESTA 9-1-1 system. Here are some of the benefits.

### **Minimal learning curve reducing the resistance to change**

Customers tell us the learning curve from Sentinel Patriot to VESTA 9-1-1 is minimal because of the similarity with the user interface and ease of use. As a result, there is less resistance to migrating. Both of these factors save valuable time, because the amount of training required is not as significant as when you move to a non-VESTA platform. Plus, Call takers appreciate the ability to customize the console to suit their needs.

### **Improved capacity and reliability**

Because the VESTA 9-1-1 system operates in a virtualized environment, i.e., it requires half the number of servers you have with Sentinel Patriot, you free up rack space, gain a centralized management and maintenance system, have fewer network connections to maintain, and have an easier process to secure, backup and restore data and you lower your total cost of ownership.

### **Simple Migration**

Because Sentinel Patriot and VESTA 9-1-1 are from the same 9-1-1 family, speed dial information can easily be migrated. This also includes the ability to preserve

existing speed dial entries and this reduces the time to install and configure your new VESTA 9-1-1 system.

Sentinel Patriot customers migrating to the VESTA 9-1-1 solution receive new software licenses free of charge, giving you a substantial per position savings.

**BOTTOM LINE:** When you migrate to the VESTA 9-1-1 system, you close the gap to NG9-1-1 and set in motion a secure path to the future. The VESTA 9-1-1 solution has been purpose built to meet a fully compliant NENA i3, NG9-1-1 implementation. The VESTA 9-1-1 solution is installed in 2,730 sites, with 16,221 positions worldwide.



## 1.3 YOUR TRUSTED PARTNER

Your employees and customers trust you to protect them, and that means more than just using the right equipment. It means having a trusted partner in Public Safety communications. That partner is Motorola Solutions; we are here for you when it matters the most.

Following are some of the compelling reasons that we are pleased to offer you the VESTA 9-1-1 Solution:

- John Wayne Airport is part of our community and that means a lot to us. As a valued customer right in our back yard there are even more reasons to continue our almost 20 year partnership.
- Our VESTA headquarters is 66 miles and a one-hour drive to John Wayne Airport.
- This means we can easily support you with highly skilled manufacturer employed technicians and engineers, whenever needed.
- Temecula also houses our ultramodern Network Security and Operations Center (NSOC), training facility, repair services and stocks for advanced replacements and much more.



- We know John Wayne Airport; we have intimate knowledge of your unique environment and call flow. We have been through many phases with you, beginning in 2002. Since then, you have insured you have top of the line communications equipment, and VESTA 9-1-1 is the next level.
- Your new VESTA 9-1-1 system will have the most configurable User Interface in the industry. We can configure the new UI to look exactly like your existing, if desired. This eases stress on the call handlers and reduces training time and learning curve.

## 1.4 SOUTHERN CALIFORNIA ENVIRONMENT

Being that we are a local SoCal company from the very beginning in 1968, we have strong roots here, and we are not going anywhere. In fact, out of the approximately 3,000 emergency call handling positions within the State of California, 2,857 are Motorola Solutions systems, which account for 95% of California's emergency call handling positions, 2,600 of them are the exact VESTA 9-1-1 system proposed to John Wayne Airport.

## 1.5 IN CONCLUSION

Motorola Solutions is committed to serving John Wayne Airport; we have the experience, local expert staff, local facilities and inside knowledge of the unique design and requirements.

VESTA 9-1-1 capabilities deliver real value to Emergency Call Handling and encompass the following:

- Provides a seamless, logical transition path to NG9-1-1
- VoIP, IETF SIP and i3-based technology
- Proven reliability with thousands of systems and tens of thousands of positions deployed
- Advanced SIP architecture designed specifically for mission-critical NG9-1-1 application
- Purpose-built, fault-tolerant architecture with no single point of failure
- Standard features include: no-hold conferencing, automatic call re-queuing and intelligent speed dial functions (specifically designed for emergency call taking environments)
- Support for key-system mode of operation with multi-mode call selection, including priority answer
- Desktop Client application with a streamlined UI designed for usability, efficiency and flexibility
- Softphone-based system reduces cost and desktop real-estate while improving reliability
- Supporting the complete solution 24x7 with our dedicated Service Desk



- Assuring industry-leading approaches to security of the NG9-1-1 solution – both cyber and physical – with a defense in depth approach.

We thank you for the opportunity to continue serving John Wayne Airport. Please contact Joe Torres at 619-248-5327 or [joe.torres@motorolasolutions.com](mailto:joe.torres@motorolasolutions.com) with any questions you may have regarding our offer.





## SECTION 2

# STATEMENT OF WORK

Upon contract award, as part of purchased Project Management Services, the Vesta Solutions Project Manager will provide to the John Wayne Airport an Implementation Services Statement of Work (SOW.)

The SOW describes in detail the services and activities to be performed as part of the contract. The services, activities, and responsibilities in the SOW characterize the full set of installation deliverables for the project and, thus constitute a working agreement between the Vesta Solutions Team and John Wayne Airport.

Following is a high-level list of the tasks to be performed by Vesta Solutions:

Week 1 - Onsite to accept the equipment. Begin grouping the equipment into dedicated position assignment. Asset tags can be place if provided by customer.

Week 2 - Onsite to monitor the cable installation. The 200 pair cable runs from the Host A location to where the DMARC location resides is contracted out with the assumption this would be a local resource.

Week 3 - Document each individual circuit and tag each pair accordingly. The lines will be toned and verified where each line terminates for documentation of each circuit.

Week 4 - Rack and stack the cabinets at the host locations and run any cabling within the host racks. The layer 2 links are turned up between the hosts and network connectivity verified.

Week 5 - Proceed on getting the remote closets online with network connectivity for the 6 remote closets. Switches are racked, configured and verified for layer 2 connectivity from the closets to the host switches.

Week 6 - Host system verification (dependent on system being staged). Vesta configuration is verified in the MDS & DDS, lines, queues, network, and peripheral (Digi, black boxes, etc.). Verify gateways at the host as well as gateways in the closets, verify console configs, and setup the consoles for training.

Week 7 - Validate all ringdown circuits. Verify the ringdowns are registered in the MDS. Verify from the block at our DMARC that all the circuits are ringing into the correct queue on the consoles.

Week 8 - Cutover. Field Engineer will be utilized for cross connecting each circuit. Another Field Engineer will be addressing any Vesta configuration and working on supporting the cutover of Vesta 9-1-1.

Week 9 - Finalize documentation of the rack layout. Review and document the circuits in the rack. Document any changes occurred during cutover.

Optional Week – Post cutover support.



## SECTION 3

# WARRANTY SERVICES

## 3.1 SOFTWARE SUPPORT PROGRAM

Refer to Section 6, Master Purchase Agreement, Exhibit B, Next Generation 9-1-1 Software Support Program.

## 3.2 HARDWARE WARRANTY AND REPAIR POLICY

Refer to Section 6, Master Purchase Agreement, Exhibit C, Hardware Repair and Warranty Policy.



## SECTION 4

# EQUIPMENT LIST

## 4.1 SIDE A

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		<i>Note: Existing Sentinel Patriot Custom Extended Support valid through 12/31/2020. Upgrade and no-charge licenses are applicable only while existing support is active. Full charge licenses are required if existing support expires.</i>			
		<b>VESTA® 9-1-1</b>			
1	870899-0104R7.2U	V911 R7.2 DOC/MED UPG	\$0.00	EA	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	\$0.00
		<b>VM Medium Server Bundle</b>			
		<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>			
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	\$18,584.00	EA	\$18,584.00
1	06500-00201	2-POST RELAY RACK MNT KIT	\$213.00	EA	\$213.00
1	04000-68009	V-SVR BASIC SPT 5YR	\$595.00	EA	\$595.00
		<b>Geo Diverse Add On License</b>			
4	PA-MGD-VSSL-M	GEO-DIV LIC MIG POS	\$0.00	EA	\$0.00
		<b>VESTA® 9-1-1 Prime Standard Operations</b>			
4	PS-0PR-VSSL-M	VPRIME PER SEAT LIC NFEE	\$0.00	EA	\$0.00
4	SS-0PR-VSSL-5Y	SPT VPRIME 5YR	\$6,064.00	EA	\$24,256.00
		<b>VESTA® 9-1-1 IRR Module</b>			
		<i>Note: Customer to re-use existing IRR USB HASP keys.</i>			
4	873099-00502U	V911 IRR LIC UPGD	\$0.00	EA	\$0.00

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Equipment List 4-1

4	809800-35114	V911 IRR SW SPT 5YR	\$941.00	EA	\$3,764.00
		<b>VESTA® Workstation Equipment</b>			
4	61000-409611	DKTP ELITE MINI 705 G4 W/O OS	\$1,032.00	EA	\$4,128.00
4	04000-00441	WINDOWS 10 LTSC LIC	\$116.00	EA	\$464.00
4	63000-221693	MNTR FP WIDE SCRNL LED 22IN	\$296.00	EA	\$1,184.00
4	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$154.00	EA	\$616.00
4	04000-01011	KVM DVI 2-PORT SWITCH	\$219.00	EA	\$876.00
4	850830-03201	BASIC SAM HDWR KIT	\$1,447.00	EA	\$5,788.00
4	853004-00401	SAM EXT SPKR KIT	\$250.00	EA	\$1,000.00
4	02800-20501	HDST 4W MOD ELEC MIC BLK	\$47.00	EA	\$188.00
		HDST CORD 12FT 4W MOD BLK	\$5.00	EA	\$20.00
4	809800-35109	V911 IWS CFG	\$400.00	EA	\$1,600.00
4	809800-35108	V911 IWS STG FEE	\$600.00	EA	\$2,400.00
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	\$0.00	EA	\$0.00
		<b>VESTA® 9-1-1 Admin Printer</b>			
		<i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
		<i>Note: (2) Firewalls for a High Availability configuration.</i>			
2	03800-03060	FIREWALL 60E	\$713.00	EA	\$1,426.00
2	03800-03065	WARR FIREWALL 60E 5YR	\$1,050.00	EA	\$2,100.00
2	809800-00201	VPN CFG SVCS	\$300.00	EA	\$600.00
2	809800-00200	CFG NTWK DEVICE	\$200.00	EA	\$400.00
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	\$4,522.00
2	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	\$2,142.00
		<b>Peripherals &amp; Gateways</b>			
8	04000-00129	MED 1000B CHASSIS BNDL	\$2,294.00	EA	\$18,352.00
8	04000-00190	SW SPT M1000 GATEWAY 5YR	\$3,000.00	EA	\$24,000.00
3	04000-00116	MED 1000 FXO-LS BNDL	\$433.00	EA	\$1,299.00
42	04000-00119	MED 1000 FXS-O BNDL	\$415.00	EA	\$17,430.00
		<b>ALI/CAD Output</b>			
1	04000-RS232	BLKBX TL601A-R2	\$554.00	EA	\$554.00
	04000-01014-10	DATASHARE			
1	10	CBL SRL DB25M/DB9F 10FT	\$15.00	EA	\$15.00
		<b>Rack &amp; Peripheral Equipment</b>			
		<i>Note: Customer to re-use existing equipment racks.</i>			

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1	63002-172805	MNTR NEC 17IN	\$274.00	EA	<b>\$274.00</b>
1	04000-00809	KVM 8-PORT SWITCH USB	\$530.00	EA	<b>\$530.00</b>
<b>Time Synchronization Equipment</b> <i>Note: Customer to provide NTP compliant device.</i>					
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$139,320.00</b>

## Parts/Spares

Qty.	Part No.	Description	Unit Price	U/M	Total
<b>Gateways and Equipment</b>					
1	04000-42004-SPARE	FXS GATEWAY 4-PORT BNDL SPARE	\$1,082.00	EA	<b>\$1,082.00</b>
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE	\$1,978.00	EA	<b>\$1,978.00</b>
1	04000-00127-SP	MED 1000B CHASSIS SPARE	\$2,294.00	EA	<b>\$2,294.00</b>
1	04000-00116	MED 1000 FXO-LS BNDL	\$433.00	EA	<b>\$433.00</b>
1	04000-00119	MED 1000 FXS-O BNDL	\$415.00	EA	<b>\$415.00</b>
1	04000-00132	MED 1000B PWR SPLY BNDL	\$444.00	EA	<b>\$444.00</b>
1	04000-00144	MED 1000B CPU BNDL	\$882.00	EA	<b>\$882.00</b>
1	04000-01751	TS-4 PORT TERMINAL SVR	\$1,264.00	EA	<b>\$1,264.00</b>
1	65000-00182	CBL RJ45-10P/DB25M 4FT	\$26.00	EA	<b>\$26.00</b>
<b>Cables and Switches</b>					
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
<b>ProDesk Mini Workstation Equipment</b>					
1	61000-409611	DKTP ELITE MINI 705 G4 W/O OS	\$1,032.00	EA	<b>\$1,032.00</b>
1	04000-00441	WINDOWS 10 LTSC LIC	\$116.00	EA	<b>\$116.00</b>
1	63000-221693	MNTR FP WIDE SCRNL 22IN	\$296.00	EA	<b>\$296.00</b>
1	64007-50022	KEYPAD 24-KEY USB CBL 25FT	\$154.00	EA	<b>\$154.00</b>
1	04000-01011	KVM DVI 2-PORT SWITCH	\$219.00	EA	<b>\$219.00</b>
1	850830-03201	BASIC SAM HDWR KIT	\$1,447.00	EA	<b>\$1,447.00</b>
1	853004-00401	SAM EXT SPKR KIT	\$250.00	EA	<b>\$250.00</b>
1	02800-20501	HDST 4W MOD ELEC MIC BLK	\$47.00	EA	<b>\$47.00</b>
1	03044-20000	HDST CORD 12FT 4W MOD BLK	\$5.00	EA	<b>\$5.00</b>
1	809800-00102	GENERIC WKST CFG FEE	\$653.00	EA	<b>\$653.00</b>
1	04000-01594	WARR NBD 600/705 G2/G3/G4/G5 5YR	\$144.00	EA	<b>\$144.00</b>



			<b>Parts/Spare s Subtotal</b>		<b>\$16,513.00</b>
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## Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
1	04000-01621	<b>Server Extended Warranty</b> <i>Note: Includes (1) VESTA 9-1-1 Server</i> WARR NBD DL380G10 5YR <i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.</i>	\$3,672.00	EA	<b>\$3,672.00</b>
5	04000-01594	<b>Workstation Extended Warranty</b> <i>Note: Includes (4) Workstations, (1) Management Console.</i> WARR NBD 600/705 G2/G3/G4/G5 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$144.00	EA	<b>\$720.00</b>
			<b>Extended Warranties Subtotal</b>		<b>\$4,392.00</b>

## VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
1,136	809800-17007	<b>Direct CPE Services</b> FIELD ENG-STANDARD	\$125.00	EA	<b>\$142,000.00</b>
80	809800-17007	FIELD ENG-STANDARD <i>Note: Optional Post-Cutover Support</i>	\$125.00	EA	<b>Optional</b>
40	809800-51011	PROJECT MGMT - LEAD	\$2,000.00	DY	<b>\$80,000.00</b>
1	04000-JWA001	CABLING SVCS AIRWAVE	\$13,500.00	EA	<b>\$13,500.00</b>
68	SITEREADINESS	SITE READINESS SERVICES	\$125.00	EA	<b>\$8,500.00</b>
		<b>I&amp;M/In-Factory Training</b> <i>Note: I&amp;M courses are typically given at Vesta Solutions's training facility in Temecula, CA or Brentwood, TN but can also be taught onsite. For onsite pricing, please contact Training. Prices for I&amp;M courses</i>			

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Equipment List 4-4

		<i>are per student and do not include travel expenses.</i>			
4	000001-06700	V9-1-1 I&M FACT TRNG <i>Note: In-factory Installation &amp; Maintenance training for technicians on the installation and maintenance on VESTA® 9-1-1. Course length is 10 days.</i>	\$5,250.00	EA	<b>\$21,000.00</b>
2	000001-06701	<b>Training</b> V9-1-1 AGENT TRNG <i>Note: VESTA® 9-1-1 Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA® 9-1-1 Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.</i>	\$1,800.00	EA	<b>\$3,600.00</b>
1	000001-06704	V9-1-1 ADMIN FOR STD <i>Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.</i>	\$6,000.00	EA	<b>\$6,000.00</b>
	000001-08541	<b>Cutover Coaching</b> CUTOVER COACHING <i>Note: Cutover Coaching includes (1) 8 hour session within a 24 hour day. Includes trainer's daily training expenses and travel.</i>	\$4,375.00	EA	<b>\$0.00</b>
			<b>VESTA Services Subtotal</b>		<b>\$274,600.00</b>

## 4.2 SIDE B

### VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		<i>Note: Existing Sentinel Patriot Custom Extended Support valid through 12/31/2020. Upgrade and no-charge licenses are applicable only while existing support is active. Full charge licenses are required if existing support expires.</i>			
		<b>VESTA® 9-1-1</b>			
1	870899-0104R7.2U	V911 R7.2 DOC/MED UPG	\$0.00	EA	\$0.00
1	873099-03002U	V911 CAD INTF LIC UPGD	\$0.00	EA	\$0.00
		<b>VM Medium Server Bundle</b>			
		<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>			
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO 2-POST RELAY RACK MNT KIT	\$18,584.00	EA	\$18,584.00
1	06500-00201		\$213.00	EA	\$213.00
1	04000-68009	V-SVR BASIC SPT 5YR	\$595.00	EA	\$595.00
		<b>VESTA® 9-1-1 Admin Printer</b>			
		<i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
		<i>Note: (2) Firewalls for a High Availability configuration.</i>			
2	03800-03060	FIREWALL 60E	\$713.00	EA	\$1,426.00
2	03800-03065	WARR FIREWALL 60E 5YR	\$1,050.00	EA	\$2,100.00
2	809800-00201	VPN CFG SVCS	\$300.00	EA	\$600.00
2	809800-00200	CFG NTWK DEVICE	\$200.00	EA	\$400.00
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	\$4,522.00
2	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	\$2,142.00
		<b>Peripherals &amp; Gateways</b>			
1	04000-42004	FXS GATEWAY 4-PORT BNDL	\$1,082.00	EA	\$1,082.00





1	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$600.00</b>
1	04000-RS232	<b>ALI/CAD Output</b> BLKBX TL601A-R2	\$554.00	EA	<b>\$554.00</b>
1	04000-01014-10	DATASHARE CBL SRL DB25M/DB9F 10FT	\$15.00	EA	<b>\$15.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	63002-172805	MNTR NEC 17IN	\$274.00	EA	<b>\$274.00</b>
1	04000-00809	KVM 8-PORT SWITCH USB	\$530.00	EA	<b>\$530.00</b>
		<b>Time Synchronization Equipment</b> <i>Note: Customer to provide NTP compliant device.</i>			
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$33,637.00</b>

## Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
1	04000-01621	<b>Server Extended Warranty</b> <i>Note: Includes (1) VESTA 9-1-1 Server</i> WARR NBD DL380G10 5YR <i>Note: Upgrade &amp; uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.</i>	\$3,672.00	EA	<b>\$3,672.00</b>
1	04000-01594	<b>Workstation Extended Warranty</b> <i>Note: Includes (1) Management Console.</i> WARR NBD 600/705 G2/G3/G4/G5 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	\$144.00	EA	<b>\$144.00</b>
			<b>Extended Warranties Subtotal</b>		<b>\$3,816.00</b>

## VESTA® Services



Qty	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			
		<b>Training</b> <i>Note: Training Services quoted on Side A tab.</i>			
			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>

## 4.3 EQUIPMENT CLOSET 1041

### VESTA® 9-1-1

Qty	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
1	04000-29638-X	<b>Network Equipment</b> SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
		<b>Peripherals &amp; Gateways</b> FXS GATEWAY MP118 8-PORT	\$1,978.00	EA	<b>\$1,978.00</b>
1	2213939-1-SR1	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$600.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$7,151.00</b>

### VESTA® Services

Qty	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			



			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>

## 4.4 EQUIPMENT CLOSET 1077

### VESTA® 9-1-1

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
1	04000-29638-X	<b>Network Equipment</b> SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
		<b>Peripherals &amp; Gateways</b> FXS GATEWAY MP118 8-PORT	\$1,978.00	EA	<b>\$1,978.00</b>
1	2213939-1-SR1	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$600.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>
		<b>VESTA 9-1-1 Subtotal</b>			<b>\$7,151.00</b>

### VESTA® Services

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			
		<b>VESTA Services Subtotal</b>			<b>\$0.00</b>

## 4.5 EQUIPMENT CLOSET 1081

### VESTA® 9-1-1

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
		<b>Peripherals &amp; Gateways</b>			
2	2213939-1-SR1	FXS GATEWAY MP118 8-PORT	\$1,978.00	EA	<b>\$3,956.00</b>
2	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$1,200.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>
		<b>VESTA 9-1-1 Subtotal</b>			<b>\$9,729.00</b>

## VESTA® Services

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			
		<b>VESTA Services Subtotal</b>			<b>\$0.00</b>

## 4.6 EQUIPMENT CLOSET 1089

### VESTA® 9-1-1

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>



1	04000-42004	<b>Peripherals &amp; Gateways</b> FXS GATEWAY 4-PORT BNDL	\$1,082.00	EA	<b>\$1,082.00</b>
1	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$600.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$6,255.00</b>

## VESTA® Services

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			
			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>

## 4.7 EQUIPMENT CLOSET 1124

### VESTA® 9-1-1

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
		<b>Peripherals &amp; Gateways</b>			
1	04000-42004	FXS GATEWAY 4-PORT BNDL	\$1,082.00	EA	<b>\$1,082.00</b>
1	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$600.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>



			<b>VESTA 9-1-1 Subtotal</b>		<b>\$6,255.00</b>

## VESTA® Services

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b> <i>Note: Services quoted on Side A tab.</i>			
			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>

## 4.8 JW PARKING C

### VESTA® 9-1-1

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>VESTA® 9-1-1 Admin Printer</b> <i>Note: Customer to provide admin printer.</i>			
		<b>Network Equipment</b>			
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	\$2,261.00	EA	<b>\$2,261.00</b>
1	04000-29680	WARR 2960-X 24P NBD 5YR	\$1,071.00	EA	<b>\$1,071.00</b>
		<b>Peripherals &amp; Gateways</b>			
2	2213939-1-SR1	FXS GATEWAY MP118 8-PORT	\$1,978.00	EA	<b>\$3,956.00</b>
2	04000-00180	SW SPT ANALOG GATEWAY 5YR	\$600.00	EA	<b>\$1,200.00</b>
		<b>Rack &amp; Peripheral Equipment</b> <i>Note: Customer to re-use existing equipment racks.</i>			
1	863014-00201	REMOTE PERIPHERAL KIT	\$1,241.00	EA	<b>\$1,241.00</b>
			<b>VESTA 9-1-1 Subtotal</b>		<b>\$9,729.00</b>

## VESTA® Services

Qty .	Part No.	Description	Unit Price	U/M	Total
		<b>Direct CPE Services</b>			



		<i>Note: Services quoted on Side A tab.</i>			
			<b>VESTA Services Subtotal</b>		<b>\$0.00</b>



## SECTION 5

# PRICING

Summary by Expense Category/Component - 5 YEAR		
<b><u>Geo-Diverse VESTA 9-1-1</u></b>		
Hardware	\$	160,425.00
Software	\$	580.00
Implementation, Project Management	\$	244,000.00
Training	\$	30,600.00
Software Support/Annual Maintenance	\$	49,272.50
Extended Warranties for Servers and Workstations	\$	8,352.00
<i>Subtotal</i>	\$	493,229.50
<i>Sales Tax</i>		
<i>7.75%</i>	\$	12,477.89
<i>Strategic Sales Incentive</i>	\$	(30,000.00)
<i>Note: Strategic Sales Incentive is valid only if customer purchase order is received by VESTA Solutions on/before 12/31/2020.</i>		
<b>Grand Total</b>	<b>\$</b>	<b>475,707.39</b>





SECTION 6

# MASTER PURCHASE AGREEMENT



## MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (hereinafter "Agreement") is made as of the 23rd day of June, 2020 (hereinafter "Effective Date") between County of Orange, California, with its principal place of business located at John Wayne Airport (hereinafter "CUSTOMER") and Vesta Solutions, Inc., a California corporation, with offices at 42505 Rio Nedo, Temecula, CA 92590 (hereinafter "Vesta Solutions").

### Recitals

**WHEREAS**, Vesta Solutions is the manufacturer, developer and/or distributor of certain equipment, software, and services used in the provision of emergency communication; and

**WHEREAS**, CUSTOMER desires to acquire certain products from Vesta Solutions ("Products") and/or services ("Services") for its own internal use;

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

### Agreement

**1. Scope of Agreement.** This Agreement sets forth the terms and conditions governing the purchase of Products and Services by CUSTOMER.

**2. Term of Agreement.** This Agreement shall commence on the Effective Date and terminate five (5) years thereafter (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Agreement. This Agreement shall automatically renew and continue in force on a year-to-year basis ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any subsequent Extended Term.

**3. Termination of Agreement.**

**A. For Cause.** Either party may terminate this Agreement immediately, in whole or in part, for default or breach subject to the following provisions. If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 25** herein and thirty (30) calendar days from the date of the notice to cure. If the defaulting party fails to cure the breach within the 30-day cure period, automatic termination of the Agreement shall be effective on the 31<sup>st</sup> calendar day.

**B. Termination for Convenience.** Either party may terminate this Agreement for convenience upon thirty (30) calendar days written notice in accordance with **Section 25** herein.

**C. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, CUSTOMER shall be entitled to delivery of Products and the rendering of Services ordered prior to the date of termination of this Agreement. In the event of termination of this Agreement, Vesta Solutions shall be entitled to payment for Products and Services ordered by CUSTOMER prior to termination of this Agreement and delivered and/or rendered as applicable, by Vesta Solutions prior to or after the date of termination of this Agreement. For all active Orders (as defined in **Section 4**) awaiting delivery after the termination of this Agreement, the terms of this Agreement and the applicable Order shall still apply.

Neither party shall have any other liability arising out of the incident of termination or expiration of this Agreement. Accordingly, termination and/or expiration does not preclude a party's liability for claims arising out of, in connection with or related to this Agreement generally. Notwithstanding the foregoing provisions regarding termination and expiration, as set forth in this **Section 3**, neither termination nor expiration of this Agreement for any reason shall relieve either party of the indemnification, warranty and maintenance obligations set forth in this Agreement and the attachments hereto for Products purchased

by CUSTOMER hereunder prior to the date of such termination or expiration. **Section 5** governs cancellation of Orders.

**4. Quotes, Orders and Acknowledgments.** This Agreement shall not be construed as a purchase order for any Products or Services. Whenever CUSTOMER desires a quote from Vesta Solutions regarding the purchase of Products or Services, CUSTOMER shall, by a written request for a quote, specify the following as appropriate: (i) the installation sites; (ii) specific items of equipment and quantity; (iii) the Software and services; (iv) any ancillary hardware and services including, but not limited to maintenance services; and (v) the desired date that the Products will be delivered. Vesta Solutions shall use its best efforts to respond in writing to CUSTOMER with a price quote (hereafter the "Quote") within five (5) business days of receipt of the request for quote. In the event Vesta Solutions fails to respond to a request for quote within fifteen (15) calendar days, the request for quote shall be deemed denied.

The Quote shall be valid for a period of one hundred and twenty (120) calendar days from the date of the Quote unless otherwise stated on the Quote. If CUSTOMER desires to purchase the Products or Services identified in a Quote, CUSTOMER shall order the Products and/or Services by submitting an Order to Vesta Solutions' Order Department (the "Order"). Each Order shall include, as appropriate, the following information: (i) Date of the Order; (ii) installation site; (iii) order number; (iv) Product and/or Service quantity; (v) Product and/or Service part number; (vi) method of shipping; (vii) delivery destination; (viii) applicable prices; and (ix) Product delivery date (hereinafter the "Delivery Date"). In no event shall a requested Delivery Date be more than one hundred and twenty (120) days beyond the date of submission of the Order.

The information required for inclusion in an Order may change from time to time upon written agreement of the Parties. To the extent the Order contains any preprinted terms and conditions, such terms and conditions shall not be binding upon Vesta Solutions.

Vesta Solutions shall use its best efforts to acknowledge all Orders in writing (hereinafter "Acknowledgment") to CUSTOMER within five (5) business days of Vesta Solutions' receipt of same. An Acknowledgment shall constitute acceptance of the Order unless specific issues for reconciliation are detailed. If Vesta Solutions fails to acknowledge receipt of the Order within the time frame specified in this **Section 4**, then Vesta Solutions shall be deemed to have rejected the Order.

## **5. Cancellation or Rescheduling of Orders; Returns.**

**A. Cancellations.** Accepted Orders for Non-standard Vesta Solutions Products ("Non-standard Products"), such as special order servers, monitors, peripherals, etc. are non-cancelable and non-returnable. Vesta Solutions shall clearly identify all Non-standard Products to CUSTOMER in any Quote. Orders for standard Vesta Solutions Products may be cancelled without fee up to and including fifteen (15) calendar days prior to the Delivery Date, otherwise cancellations shall be subject to a cancellation fee in the amount of 10% of the total purchase price stated on the Order.

**B. Rescheduling.** Orders for Non-standard Products or standard Vesta Solutions Products may be rescheduled at any time prior to the Delivery Date. Rescheduling may be made, without fee, prior to or on the 15th calendar day in advance of the Delivery Date provided that the rescheduled delivery date is no more than 30 calendar days from the originally scheduled Delivery Date. If the rescheduled delivery date is greater than thirty (30) calendar days from the originally scheduled Delivery Date or made less than fifteen (15) calendar days in advance of the Delivery Date, then a rescheduling fee in the amount of 10% of the total purchase price stated on the Order may be charged. In no event may the Delivery Date be rescheduled beyond one hundred and twenty (120) calendar days after the originally scheduled Delivery Date. In the event the CUSTOMER desires to reschedule beyond one hundred and twenty (120) calendar days, the applicable Order shall be deemed cancelled and CUSTOMER shall request a new quote and thereafter submit a new Order.

**C. Returns.** Non-standard Products are non-cancelable and non-returnable. Standard products may be returned if received by Vesta Solutions within thirty (30) calendar days of the date the product is shipped from Vesta Solutions and the product is unused and in its original container. A

restocking fee shall be charged in connection with the return in the amount of 15% of the purchase price of the Product. Products that have been used and/or are not in their original container are non-returnable.

**6. Prices, Payment and Credit Limit.** The purchase price for Products and Services shall be as set forth in each Quote. All Quotes shall remain valid for their stated term and if no stated term, for 120 days from the date of the Quote. Vesta Solutions shall invoice for all Products, including but not limited to all software and firmware support and managed services, upon shipment of the related Software and for Services as rendered. Unless otherwise specified in the Quote, the CUSTOMER shall be responsible for all freight charges. Vesta Solutions will prepay freight charges and invoice the CUSTOMER upon shipment. Payment shall be due thirty (30) calendar days from the date of the invoice.

Vesta Solutions shall have the right, in its sole and absolute discretion, to set a credit limit ("Credit Limit") for the sum of all invoices outstanding and unpaid by the CUSTOMER. As of the Effective Date, CUSTOMER's Credit Limit shall be \$1,000,000.00. Vesta Solutions shall have the right to change the Credit Limit upon written notice to CUSTOMER. The change to the Credit Limit shall be effective immediately upon such notice. Vesta Solutions shall have the right to delay shipment of any Order or refuse acceptance of any Order if the fulfillment of the Order or acceptance of the Order will result in the Credit Limit being exceeded. Such delay shall continue until payment is received from CUSTOMER sufficient to keep CUSTOMER within the Credit Limit. Further, regardless of the Credit Limit, all Orders shall be placed on hold if CUSTOMER is forty-five (45) or more calendar days past due on any invoice. Such hold shall continue until all invoices that are forty-five (45) or more calendar days past due have been paid. CUSTOMER further agrees that Vesta Solutions shall not be liable for any damages that CUSTOMER may incur as a result of any delayed or held shipments.

**7. Taxes.** Unless otherwise specified, prices reflected in any Quote do not include applicable federal, state, or local sales tax, transportation tax, or other tax which is required to be imposed upon the items ordered by reason of their sale or delivery. Such tax, if any, will be charged and listed as separate items on the invoice unless CUSTOMER furnishes Vesta Solutions applicable tax-exemption certificates.

**8. Default and Late Charges.** All invoices not paid when due will be subject to a monthly service charge of 1-1/2 percent of the unpaid balance or the maximum rate permitted by law.

**9. Delivery, Title and Risk of Loss.** All shipments by Vesta Solutions shall be FOB point of origin, freight prepaid and add. Title to Products purchased shall pass to CUSTOMER and all risk of loss or damage to the Products in transit shall be borne by CUSTOMER from the time such Products are delivered by Vesta Solutions to the first common carrier. If a delivery is delayed as a result of any unilateral action or inaction of CUSTOMER, except where such action or inaction is the result of a force majeure condition as described in **Section 24** of this Agreement, or except as may be permitted by **Section 5** of this Agreement, Vesta Solutions may invoice CUSTOMER for Products that are ready for delivery on the scheduled Delivery Date and may charge CUSTOMER for reasonable warehousing expenses incurred because of the delay caused by CUSTOMER. Title to any Product licensed to CUSTOMER, including but not limited to software, shall remain with Vesta Solutions or Vesta Solutions' licensor as applicable.

**10. Statements of Work.** In connection with Order(s) for a specific project ("Project"), one or more Statements of Work ("SOW") may, as is applicable, be prepared by Vesta Solutions, with the cooperation of CUSTOMER. An SOW may detail the implementation, project management, training services, custom development, testing requirements and other matters related to the Project. The SOW shall be expressly made pursuant to the terms and conditions of this Agreement and shall be signed by both parties. It is anticipated that amendments to an SOW may be necessary to accommodate the specific needs of the related Project. Any and all amendments to an SOW shall be made in writing and signed by both parties.

**11. Acceptance.** Acceptance of the Products shall occur upon successful completion of any acceptance tests described in the SOW relating to the applicable Order. In the event acceptance tests are not successfully completed, CUSTOMER shall notify Vesta Solutions of its non-acceptance within ten (10) business days of the completion of the acceptance tests. If CUSTOMER fails to provide its notice of non-acceptance within the ten (10) business days following completion of acceptance tests, the Products shall

be deemed accepted. In the event acceptance tests are not conducted (e.g. not required by the SOW or waived), acceptance shall be deemed to occur forty-five (45) calendar days after delivery to the delivery destination, provided CUSTOMER has not otherwise rejected the Products. In the absence of an SOW, acceptance shall be deemed to occur forty-five (45) calendar days after delivery to the delivery destination.

**12. Sale and Grant of License.** Vesta Solutions agrees to sell the Products identified on the applicable Order to CUSTOMER and concurrently herewith grants to CUSTOMER a license to use the computer software identified therein (the "Software") in accordance with the terms and conditions of this Agreement and Vesta Solutions' End User License Agreement attached hereto as **Exhibit A** and incorporated herein by reference.

**13. Implementation Services, Training, and Post-Installation Support Services.** Vesta Solutions agrees to provide certain Services, if purchased, in connection with CUSTOMER's purchase of Products as more particularly described and in accordance with the provisions set forth below. All support documents incorporated by reference below are subject to change upon one hundred twenty (120) calendar days notice to CUSTOMER. Notice of said change(s) shall be given in accordance with Vesta Solutions' standard product change notice process.

**A. Field Engineering Implementation Services.** Vesta Solutions agrees to provide CUSTOMER with field engineering implementation Services, if purchased, as identified on any accepted Order. If applicable, a related SOW may be prepared in accordance with **Section 10**.

**B. Project Management Services.** Vesta Solutions agrees to provide CUSTOMER with project management Services, if purchased, as identified on any accepted Order. If applicable, a related SOW may be prepared in accordance with **Section 10**.

**C. Training Services.** Vesta Solutions agrees to provide CUSTOMER with training Services, if purchased, as identified on any accepted Order. If applicable, a related SOW may be prepared in accordance with **Section 10**.

**D. Post-Installation Support Services.** Vesta Solutions agrees to provide CUSTOMER support Services, if purchased, as identified in the applicable accepted Order and in accordance with the applicable Vesta Solutions support documentation. Support for Vesta Solutions proprietary software and firmware is available pursuant to Vesta Solutions' Next Generation 9-1-1 Software Support Program, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

**14. Use of Vesta Solutions' Trade Name, Logos or Trademarks.** CUSTOMER shall not be entitled to use Vesta Solutions' trade names, logos or trademarks in connection with any advertisement or promotion of Vesta Solutions' products or services, regardless of the media, without the prior approval of Vesta Solutions. Further, CUSTOMER shall not, without Vesta Solutions' prior written approval, make any news release, public announcement, denial or confirmation of this Agreement, its value, or its terms and conditions, or in any other manner advertise or publish this Agreement.

**15. Warranties and Disclaimer.**

**A. Limited Hardware and Software Warranty.** Hardware Products provided by Vesta Solutions are covered by the warranty described in Vesta Solutions' Hardware Repair and Warranty Policy, attached hereto as **Exhibit C** and incorporated herein by reference. Vesta Solutions software is covered by the warranty as described in Vesta Solutions' End User License Agreement, attached hereto as **Exhibit A**.

**B. CUSTOMER Remedies.** Vesta Solutions' entire liability whether based on breach of warranty, breach of contract or negligence in the design, manufacture and/or function of Products shall be limited to replacement or repair of the Product at Vesta Solutions' election. Any replacement of Vesta Solutions' Product(s) will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

**C. Disclaimer of Warranties.** THE WARRANTIES IN THIS AGREEMENT AND IN THE EXHIBITS HERETO, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTY THAT ANY OF THE PRODUCTS OR SERVICES ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT, FIRMWARE AND SOFTWARE CONFIGURATIONS; (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY OF INFORMATIONAL CONTENT OR INFRINGEMENT. EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS AGREEMENT, IF ANY, VESTA SOLUTIONS' PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER AND THE END USER.

**16. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VESTA SOLUTIONS, ITS AFFILIATES, AGENTS, SUPPLIERS OR SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS AND/OR SERVICES, EVEN IF VESTA SOLUTIONS, ITS AFFILIATES, AGENTS, SUPPLIERS OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VESTA SOLUTIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO VESTA SOLUTIONS FOR THE PRODUCTS AND/OR THE SERVICES FROM WHICH THE CLAIM AROSE. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE PRODUCTS AND SERVICES WOULD BE HIGHER.

**17. Indemnity Obligations.**

**A. Infringement Indemnity.** Vesta Solutions shall indemnify, defend and hold CUSTOMER harmless from any liability, loss, damages or claims by third parties arising out of or relating to any infringement or misappropriation of any patent, copyright, trade secret, trademark or other property right of any person by the Products or software purchased hereunder, and to pay all damages and costs, including reasonable legal fees, which may be assessed against CUSTOMER under any such claim or action, provided that CUSTOMER provides Vesta Solutions with (i) written notice within thirty (30) days of the date CUSTOMER first becomes aware of such a claim or action; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such claim or action. Without limiting the foregoing, if such claim has occurred, or Vesta Solutions believes, in its sole discretion, is likely to occur, then Vesta Solutions shall, at its sole option and expense, either (a) procure for CUSTOMER the right to use the infringing software and/or Products as provided herein; or (b) replace the infringing software and/or Products with noninfringing, functionally equivalent products; or (c) suitably modify the infringing software and/or Product so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to CUSTOMER an equitable portion of the license fee paid therefore. Except as specified above, Vesta Solutions will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Vesta Solutions assumes no liability for infringement claims with respect to software (i) not supplied by Vesta Solutions; (ii) made in whole or in part in accordance to CUSTOMER's specifications; (iii) that is modified after delivery by Vesta Solutions; (iv) combined with other products, processes or materials where the alleged infringement relates to such combination; (v) where CUSTOMER continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) where CUSTOMER's use of the software is not strictly in accordance with this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF VESTA SOLUTIONS AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT BY THE SOFTWARE OR THE PRODUCTS.

**B. Indemnity by CUSTOMER.** CUSTOMER shall indemnify and hold Vesta Solutions harmless from and against any loss, liability, cost or expense, including, without limitation, legal fees, which may be incurred by Vesta Solutions in connection with or as a result of any claim by any person or entity based upon or in connection with:

- (i) any Products sold or licensed to CUSTOMER except where such claim is directly attributable to the failure of the Products to conform to Vesta Solutions' specifications as set forth in Vesta Solutions' Product manuals;
- (ii) any activities of CUSTOMER in marketing, distributing, installing, supporting or otherwise relating to the Products, including violations of any federal, state or local laws or of United States export control laws and regulations;
- (iii) any statements or representations made by CUSTOMER or its agents or employees with respect to any of the Products, except statements that are direct quotations of the Vesta Solutions provided documentation for such product; and
- (iv) CUSTOMER'S use or modification of the products other than as provided for in this Agreement or as authorized by Vesta Solutions;

**18. Confidentiality and Nondisclosure.**

**A. Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to contractors of a party who, by virtue of the duties assumed by such contractors, have a need to know such information, provided that prior to such disclosure the party has obtained from the contractor a written agreement to abide by confidentiality obligations substantially equivalent to those stated herein.

**B. Nondisclosure.** A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party in breach of this Agreement; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this Agreement and for a period of three (3) years after termination of this Agreement, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this Agreement or in the exercise of rights conferred by this Agreement. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate

agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

**19. Insurance.** Vesta Solutions will procure and maintain insurance during the term of this Agreement as set forth in Exhibit D, a copy of which is attached hereto.

**20. Compliance with Laws.** CUSTOMER acknowledges, agrees and warrants that CUSTOMER shall maintain compliance with all applicable laws, rules and regulations, in connection with this Agreement or CUSTOMER's relationship with Vesta Solutions.

**21. Cooperative Purchasing.** Jurisdictions may make purchases pursuant to the terms of this Agreement: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the Vesta Solutions consents to the purchase in writing, executed by both Vesta Solutions and the purchasing jurisdiction.

**22. Export Controls.** Certain Vesta Solutions Products are subject to export controls by the U.S. Department of Commerce ("DOC"), under the Export Administration Regulations ("EAR"). Violation of U.S. law is strictly prohibited. CUSTOMER shall comply with the requirements of the EAR and all applicable international, national, state, regional and local laws and regulations, including any applicable import and use restrictions. CUSTOMER shall not export or re-export, directly or indirectly, any Vesta Solutions Products to any country outlined in the EAR nor to any person or entity on the DOC Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred List or on the U.S. Department of Treasury's lists of Specially Designated Nationals, Specially Designated Narcotics Traffickers or Specially Designated Terrorists. Furthermore, CUSTOMER shall not export or re-export any Vesta Solutions Products to any military entity not approved under the EAR or to any other entity for any military purpose.

**23. Foreign Corrupt Practices Act.** CUSTOMER, including its officers, directors, employees and agents, shall not pay, offer, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any official or employee of any foreign government, including, without limitation, any government-owned or controlled entity, or of a public international organization, or any political party, party official, or candidate for political office, for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with this Agreement or with CUSTOMER's relationship with Vesta Solutions.

**24. Force Majeure.** Neither party shall be liable for the delay or failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

**25. Notices.** All notices given under this Agreement shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

**For Customer:**

Name: County of Orange  
Address: John Wayne Airport  
3160 Airway Avenue  
Costa Mesa, CA 926256  
Attn: Marty Merck  
Tel: 949-252-5041  
Fax: 949-252-5278

**For Vesta Solutions:**

Name: Vesta Solutions, Inc.  
Address: 42505 Rio Nedo  
Temecula, CA 92590  
Attn: President  
Tel: (951) 719-2100  
Fax: (951) 296-2727

With copy to:



Name: Vesta Solutions, Inc.  
Address: 42505 Rio Nedo  
Temecula, CA 92590  
Attn: Legal Department  
Tel: (951) 719-2100  
Fax: (951) 296-2727

**26. Amendment or Waiver.** No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this **Section 26**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this Agreement or any Order shall not be construed as a waiver of such provisions or rights, or affect the validity of this Agreement or any Order.

**27. Severability.** If any part, term or provision of this Agreement is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

**28. Governing Law, Attorneys' Fees.** The validity, performance, and all matters relating to this Agreement, its Exhibits, any Order and any amendment hereto shall be governed by the laws of the State of California without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of the State of California. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding, both at trial and on appeal, in addition to any other relief to which the prevailing party may be entitled.

**29. Assignment and Subcontracting.** Except as hereinafter provided, neither this Agreement nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets. Notwithstanding the foregoing, Vesta Solutions shall have the right to subcontract all or a portion of any services provided hereunder.

**30. Authority.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this Agreement and to perform and carry out its obligations hereunder; (ii) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this Agreement has been duly authorized by all necessary partnership or corporate action and this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms.

**31. Survival of Provisions.** The parties agree that where the context of any provision indicates an intent that it shall survive the term of this Agreement then it shall survive.

**32. Entire Agreement.** This Agreement, the Exhibits hereto, any Quote and any Statements of Work entered into pursuant to this Agreement shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by CUSTOMER and Vesta Solutions.

**33. Captions.** Article and section headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**34. Conflicts.** CUSTOMER and Vesta Solutions acknowledge and agree that, in the event of a conflict between any provision of this Agreement, the Exhibits attached hereto, any Quote or Statement of Work related to this Agreement, or any other ancillary document or agreement related to this Agreement, the terms of this Agreement shall control.

**35. Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Print - Block Letters)

Date: \_\_\_\_\_

**VESTA SOLUTIONS, INC.**

By:   
(Signature)

Name: KENNETH REY  
(Print - Block Letters)

Title: VP of Sales  
(Print - Block Letters)

Date: 5/18/2020

Approved by the Board of Supervisors on: \_\_\_\_\_

Approved as to Form:

County Counsel

By:  \_\_\_\_\_

Deputy

**List of Exhibits**

Exhibit A	End User License Agreement for Vesta Solutions, Inc. Software
Exhibit B	Next Generation 9-1-1 Software Support Program
Exhibit C	Hardware Repair and Warranty Policy
Exhibit D	Insurance

**END USER LICENSE AGREEMENT  
FOR VESTA SOLUTIONS, INC. (VESTA SOLUTIONS) SOFTWARE**

**Notice to User:**

**IMPORTANT – READ CAREFULLY:** This Vesta Solutions, Inc. (“Vesta Solutions”) End-User License Agreement (“EULA”) is a legal agreement between you, an individual or entity who is the registered user of the Licensed Software (defined below) and its authorized employees (“you” or “end user”) and Vesta Solutions. This EULA governs your right to use the software and associated documentation that accompanies this EULA and/or the software and associated documentation that is purchased by you from Vesta Solutions or an Vesta Solutions distributor (the “Licensed Software”). The Licensed Software may contain embedded or pre-loaded software or other software provided on media such as a floppy disk, tape, diskette, or CD-ROM. Further, the Licensed Software may include third party software which Vesta Solutions does not own but is licensed to distribute. The terms of this EULA apply to any such third party software unless an additional license agreement pertaining to the third party software is enclosed, in which case the terms of such license applies to the third party software. By signing this EULA or by installing, copying, downloading, accessing or otherwise using the Licensed Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are not licensed to use the Licensed Software and you must return any tangible copies of the Licensed Software in your possession and control to Vesta Solutions.

**Software License**

- **Grant of License.** Subject to all the terms and conditions of this EULA, Vesta Solutions hereby grants you a non-transferable, non-exclusive license to use the Licensed Software, in object code form only, one copy per single CPU, for the purposes for which the Licensed Software was designed and in accordance with the terms and conditions of this EULA.
- **Restrictions on Use.** You may not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Licensed Software; (ii) modify, translate, or create derivative works based on the Licensed Software; (iii) copy (except for archival purposes), rent, lease, resell, sublicense, distribute, assign, or otherwise transfer rights to the Licensed Software, except as otherwise provided herein; (iv) use the Licensed Software other than as provided by this EULA; (v) use or allow the transfer, transmission, export, or re-export of the Licensed Software in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; or (vi) remove any proprietary notices or labels on the Licensed Software.
- **Dual Media.** You may receive the Licensed Software in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Licensed Software as provided herein.
- **Beta Release or Pre-Release Versions.** In the event the Licensed Software is a beta release or pre-release version, the terms of this section and this EULA in its entirety shall apply. Your license to use the Licensed Software shall expire on the date set forth in the Beta Site Agreement signed by you or, in the absence of such agreement, 120 days after installation. The Licensed Software you are receiving may contain more or less features than the commercial release of the software Vesta Solutions ultimately intends to distribute. While Vesta Solutions intends to distribute a commercial release of the

Licensed Software, Vesta Solutions reserves the right at any time not to release a commercial release of the Licensed Software or, if released to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the beta release or pre-release versions are not suitable for production use and may contain errors affecting their proper operation. In the event the beta or pre-release Licensed Software was provided to you at no charge, for purposes of the total liability limitation set forth in the section entitled "Limitation of Liability" the "amount actually paid by you" shall be deemed to be the Vesta Solutions' list price for the Licensed Software, or other amount as expressly stated in any Beta Site Agreement signed by you and Vesta Solutions.

- **Demo Software.** In the event the Licensed Software has been provided as a demonstration copy of the Licensed Software, whether for a fee or at no charge, the terms of this section and this EULA in its entirety shall apply. Your license to use the Licensed Software shall expire 120 days after installation. In the event the demonstration copy of the Licensed Software was provided to you at no charge, for purposes of the total liability limitation set forth in the section entitled "Limitation of Liability" the "amount actually paid by you" shall be deemed to be Vesta Solutions' list price for the Licensed Software.
- **Updates and Upgrades.** Updated or upgraded versions of the Licensed Software may be created or issued by Vesta Solutions from time to time. If the Licensed Software is an update or upgrade of a Vesta Solutions product, you are bound by the terms of this EULA and may only use that updated or upgraded Licensed Software in accordance with this EULA. Vesta Solutions may, at its sole discretion, require the installation of software updates or upgrades to maintain the warranty provisions contained herein.
- **Intellectual Property, Trademark and Copyright.** This EULA does not grant you any rights in connection with any trademarks or service marks of Vesta Solutions, its suppliers or licensors. All right, title, interest and copyrights in and to the Licensed Software (including but not limited to any images, photographs, animations, video audio, music, text and "applets" incorporated in the Licensed Software), the associated documentation and any copies of the Licensed Software are owned by Vesta Solutions, its suppliers or licensors. All title and intellectual property rights in and to the content which may be accessed through use of the Licensed Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. You may not copy the associated documentation accompanying the Licensed Software. You must keep the Licensed Software free and clear of any liens, claims or encumbrances.
- **Third Party Rights.** Vesta Solutions' suppliers and licensors holding any intellectual property rights in any Licensed Software, and any third party owning any intellectual property rights in software from which the Licensed Software was derived, are intended third party beneficiaries of this EULA. All grants of rights to intellectual property intended to be accomplished by this EULA are explicitly stated. No other grants of rights shall be inferred or shall arise by implication.
- **Confidentiality.** You acknowledge that the Licensed Software and any accompanying printed materials contain proprietary and confidential property of Vesta Solutions and/or Vesta Solutions' suppliers and licensors (collectively, "Confidential Information"). You will not disclose provide or otherwise make available any such Confidential Information to any third parties.
- **U.S. Government Restricted Rights.** The Licensed Software and associated hardware and documentation are provided with RESTRICTED RIGHTS. With respect to any acquisition of the Licensed Software by or for any unit or agency of the United States

Government ("Government"), the Licensed Software shall be classified as "commercial computer software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense (DoD) FAR Supplement ("DFARS"). The Licensed Software was developed entirely at private expense and no part of the Licensed Software was first produced in the performance of a Government contract. If the Licensed Software is supplied for use by DoD, the Licensed Software is delivered subject to the terms of this EULA and either (i) in accordance with DFARS 227.7202-1(a) and 227.7202-3(a) or (ii) with restricted rights in accordance with DFARS 252-227-7013 (Nov. 1995), as applicable. If the Licensed Software is supplied for use by Government agency other than DoD, the Licensed Software is restricted computer software delivered subject to the terms of this EULA and (i) FAR 12.212; (ii) FAR 52.227-19; or (iii) FAR 52.227-14, as applicable. The contractor/manufacturer is Vesta Solutions, 42505 Rio Nedo, Temecula, CA 92589.

- **Reservation of Rights.** Vesta Solutions, its suppliers and/or licensors retain ownership of the Licensed Software, any portions or copies thereof, and all rights therein. Vesta Solutions reserves all rights not expressly granted to you.

### **Limited Warranty**

- **Limited Warranty.** Vesta Solutions warrants, for a period of eighteen (18) months from the date of shipment of the Licensed Software from Vesta Solutions, as evidenced by dated Vesta Solutions shipping documents, that (i) the Licensed Software will materially conform to Vesta Solutions' published specifications for such Licensed Software as of the date of shipment; and (ii) the Licensed Software will be free from defects in material, workmanship, and manufacture under normal use. This warranty covers only problems reported to Vesta Solutions during the warranty period. This Limited Warranty is void if failure of the Licensed Software has resulted from accident, abuse, misuse, misapplication or other conduct or conditions outside the control of Vesta Solutions.
- **No Other Warranties.** Vesta Solutions makes no warranty or representation that the information or functions contained in the Licensed Software will meet your requirements, that the operation of the Licensed Software will be uninterrupted or error free, or that all Licensed Software and documentation defects are correctable or will be corrected. Vesta Solutions makes no warranty or representation that updated versions of the Licensed Software will be created or issued with specific functional enhancements or modifications. Vesta Solutions does not warrant performance of any third party hardware, software or services provided by Vesta Solutions or endorsed for the specific purpose of operating with the Licensed Software. However, where reasonably possible and permitted under Vesta Solutions' agreements with such third party, Vesta Solutions shall pass on to you any such third party warranty. Vesta Solutions is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after release of the Licensed Software, or problems resulting from use of the Licensed Software with third party computer hardware components, systems or configurations.
- **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THIS EULA, THE LICENSED SOFTWARE AND ASSOCIATED DOCUMENTATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE ACCURACY, AND EFFORT IS WITH THE USER.**

**THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT THE LICENSED SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL**

**WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY OF INFORMATIONAL CONTENT.**

- **Customer Remedies.** All warranty claims must be made within the warranty period. Vesta Solutions', its suppliers' and licensors' entire liability and your exclusive remedy shall be, at Vesta Solutions' option, either (i) return of the price paid for the Licensed Software; or (ii) repair or replacement of the Licensed Software that does not meet the Limited Warranty. In the event of repair or replacement, Vesta Solutions will undertake to correct, within a reasonable period of time, any reported "Software Error" (failure of the Licensed Software to perform substantially the functions described in the published specifications for such Licensed Software as of the date of shipment), correct significant errors in the documentation, and replace any magnetic media which proves defective in materials, workmanship or manufacture. Such report of a Software Error shall be made in writing to Vesta Solutions, Attn: Technical Support Center, 42505 Rio Nedo, Temecula, CA 92590. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
- **Exclusion of Liability/Damages.** The following is without prejudice to any rights you may have at law which cannot legally be excluded or restricted. You acknowledge that no promise, representation, warranty or undertaking has been made or given by Vesta Solutions or its suppliers, licensors, authorized representatives or distributors to any person or company on its behalf in relation to the profitability of or any other consequences or benefits to be obtained from the delivery or use of the Licensed Software and any accompanying hardware, software, manuals or associated documentation. You have relied upon your own skill and judgment in deciding to acquire the Licensed Software and any accompanying hardware, manuals and associated documentation for use by you.
- **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VESTA SOLUTIONS', ITS SUPPLIERS', LICENSORS', AUTHORIZED REPRESENTATIVES' AND DISTRIBUTORS' TOTAL AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS EULA IS, IN ALL CASES, LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED SOFTWARE.**

**General Provisions**

- **Term and Termination.** This EULA and all licenses will terminate if you fail to comply with the terms and conditions of this EULA. Upon notice of termination, or if a license ceases to be effective, you shall immediately, at Vesta Solutions' option, destroy, or return to Vesta Solutions at your expense, the Licensed Software, all copies thereof, any updates, and all Vesta Solutions documentation and materials.
- **Governing Law.** This EULA will be governed by and construed under the laws of the State of California without regard to conflicts of law provisions, and you hereby consent to the exclusive jurisdiction of the state and federal courts sitting in the State of California. Any and all disputes relating in any way to, or arising out of, the Licensed Software, your use of the Licensed Software or this EULA shall be submitted to arbitration in the State of California; except that, to the extent that you have breached or have indicated your intention to breach this EULA in any manner which violates or may violate Vesta



Solutions' or its suppliers' intellectual property rights, or may cause continuing or irreparable harm to Vesta Solutions or its suppliers, Vesta Solutions shall be entitled to injunctive relief, or any other appropriate relief, in any court of competent jurisdiction. Any arbitration or dispute under this EULA shall be conducted in accordance with the then prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. This EULA will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action.

- **Miscellaneous.** Vesta Solutions may assign this EULA in whole or in part. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this EULA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULA shall otherwise remain in full force and effect and enforceable. This EULA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California. Any waivers or amendments shall be effective only if made in writing and signed by Vesta Solutions. This EULA is the complete and exclusive statement of the mutual understanding of the parties relating to the subject matter of this Agreement.

**Exhibit B to  
Master Purchase Agreement**

**Next Generation 9-1-1 Software Support Program**



# NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

**VESTA Solutions, Inc.**

**POL73-T/G**  
**REV. C**  
**10/11/2016**  
Office of General Counsel



**REVISION HISTORY**

Date	Version	Author	Change
10/11/2016	C	Office of General Counsel	MSI Rebranding

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Vesta Solutions, Inc. (“Vesta Solutions”) offers application software and firmware support to purchasers of its proprietary application software and firmware products, in accordance with the terms and conditions of this Next Generation 9-1-1 Software Support Program (“Support Program”). A minimum one year term is required with all software license purchases. This Support Program does not apply to third party, non-proprietary application software, system software or ancillary software.

## 1. GENERAL

### 1.1 Definitions

**“Customer”** is defined as the party purchasing the Support Program from Vesta Solutions.

**“End User”** is defined as the user of the application software or firmware supported hereunder.

**“Firmware”** is defined as programs kept in semi-permanent storage, such as various types of read-only memory. Firmware contains software that is so constantly called upon by a computer or phone system that it is “burned” into a chip, thereby becoming firmware. Firmware is non-volatile; it will not be forgotten when the power is turned off. **“Software”** is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows 7), which is not supported hereunder, controls the working of the computer. Ancillary software, which is not supported hereunder, includes database applications, back up products, and other third party software. Application software is designed to perform specific tasks. This Support Program applies to proprietary application software and firmware only.

## 1.2 Term of the Support Program

The Support Program may be purchased in 1-year, 2-year, 3-year, 4-year or 5-year terms, unless the related software or firmware has reached a point in its lifecycle where only a shorter Support Program term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase. In all cases, the term commences on the date the software or firmware is shipped from Vesta Solutions ("Support Program Effective Date"). In connection with the purchase of the Support Program for a term of any duration, or upon the expiration of the term of the Support Program, the Customer may purchase an extension of the term in one month increments provided that the one month increments are for the purpose of achieving a term coterminous with other active Support Programs or Managed Services Programs. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Support Program. In the event the Customer purchases new products or modules to add on to an existing system (see Section III A below), the new products or modules will be added to and covered by the Customer's applicable Support Program, and the incremental support fee shall be calculated based on the remaining term of the Customer's applicable Support Program. For example, if a new module is purchased and the Customer's applicable Support Program has a remaining term of 27 months, the Customer will be charged a support fee to cover the 27 months period.

## 1.3 Renewal of Support Program

### 1.3.1 Renewal

Vesta Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year durations. The length of a renewal term may be limited if the related software or firmware has reached a point in its lifecycle where only a shorter support term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase.

The renewal rate for all Support Programs offered by Vesta Solutions shall be the prevailing Support Program fee for the related application software or firmware at the time of renewal. In order to avoid a Support Program Reinstatement Fee, the Customer must renew the program prior to the expiration of the initial Support Program term or within the Vesta Solutions provided grace period. The applicable grace period within which to order and receive renewal of the initially purchased Support Program is 90 calendar days. Any ancillary or third party software or firmware support which the Customer may have purchased in addition to this Support Program terminates immediately upon its expiration. **Note:** To the extent a Customer has purchased support for ancillary or third party software or firmware, this Support Program does not apply to such ancillary or third party software or firmware and, therefore, no grace period is applicable to such support.

### 1.3.2 Reinstatement Fee

If the Support Program is not renewed prior to expiration of the existing term or grace period, if applicable, then the Customer, in addition to being charged the applicable Support Program Renewal Fee, will also be subject to the prevailing Support Program Reinstatement Fee as set forth in the applicable price list upon Support Program renewal.

### 1.3.3 Software and Firmware Support Program Renewal Effective Date

The renewal term will commence on the first day of the month following the month in which the renewal order is received from the Customer and accepted by Vesta Solutions or on the date on which the prior term expired, whichever is later. The renewed Software and Firmware Support Program terminates upon expiration of the renewal term purchased. No grace period is provided when renewing a Support Program which previously has been renewed.

## 1.4 Cancellation of Support Program

### 1.4.1 Cancellation by the End User

The Customer may cancel the Support Program at any time and for any reason with written notice to Vesta Solutions. Cancellations will be effective upon the first day of the month following notification ("Customer Cancellation Date"). Any prepaid Support Program fee shall be refunded on a prorated basis from the Customer Cancellation Date through the end of the purchased term, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program. Partial cancellations may be made for deactivation of a PSAP or positions. Cancellations may not be made on a component basis.

### 1.4.2 Cancellation by Vesta Solutions

Vesta Solutions may cancel the Support Program upon 30 calendar days' notice to the Customer ("Vesta Solutions Cancellation Date"), if the Customer is in material breach of its obligations hereunder. Vesta Solutions may also cancel the Support Program if Customer cannot or will not fulfill its operating environment responsibilities as described in Section G below, and/or as a result, the End User is not maintaining a software or firmware release that is a current version minus one (1), as required by Section F below. In the event of cancellation by Vesta Solutions, any prepaid Support Program fee shall be refunded on a prorated basis from the Vesta Solutions Cancellation Date, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program.



## 1.5 Vesta Solutions Software Versioning

Beginning with the release of VESTA 9-1-1 R6, Vesta Solutions will adopt a new software versioning system. It will move from an xx.yy scheme (such as VESTA Pallas 3.02) to an xx.yy.zz versioning system. For example, under the new versioning system, VESTA 9-1-1 R6 will be released as VESTA 9-1-1 06.00.00. Generally, a change to the zz portion of the version number will reflect a Fix (defined below). Therefore, a Fix to the VESTA 9-1-1 06.00.00, will be reflected as 06.00.01. A change to the yy portion of the version number will reflect an Update (defined below). Therefore, an Update to the VESTA 9-1-1 06.00.01 will be reflected as 06.01.01. A change to the xx portion of the version number will reflect an Upgrade (defined below) which may also include Updates and Fixes. Therefore, an Upgrade to the VESTA 9-1-1 06.01.01, will be reflected as 07.00.00. As part of the Support Program customers will receive Fixes, Updates and Upgrades at no additional charge as further defined below.

## 1.6 Conditions of the Support Program

### 1.6.1 Next Generation 9-1-1 Software Support Program

In order to keep the Support Program active, the Customer is required to:

1. Ensure that the End User maintains a Vesta Solutions application software and firmware release that is the current version or current version minus one Update (the yy portion of xx.yy.zz software version). In other words if, for example, the current version of VESTA 9-1-1 were 06.02.03, The End User may be on any version of 06.02.zz regardless of the “zz” number, or they may be on 06.01.zz regardless of the “zz” number. In this example, the End User would be out of compliance with this requirement if it were on VESTA 9-1-1 06.00.01 as the Update (yy number) would be older than current version minus one Update;
2. Pay all applicable Support Program Fees;
3. Comply with all terms and conditions of this Support Program

## 1.7 Customer's Operating Environment Responsibilities

### 1.7.1 Hardware Operating Environment

It is the Customer's responsibility to ensure that the hardware operating environment is fully functional and meets the Vesta Solutions and OEM minimum operating requirements. In the event a software or firmware Fix, Update or Upgrade is available hereunder and requires a hardware upgrade to implement, Customer is responsible for the cost of such hardware upgrade.

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## 1.7.2 Operating System and Ancillary Software and Firmware Environment

It is the Customer's responsibility to ensure that the operating system and ancillary software and firmware are fully functional, commercially available (except as otherwise agreed in writing by Vesta Solutions) and meet Vesta Solutions' minimum operating requirements for Vesta Solutions' software and firmware product(s). However, Vesta Solutions may provide fixes and/or updates for operating systems when applicable and available by the respective manufacturer. In the event a software or firmware Fix, Update or Upgrade provided hereunder requires an operating system and/or ancillary and/or third party software or firmware change to implement, the Customer is responsible for the cost of such operating system and/or ancillary and/or third party software or firmware change.

## 2. SUPPORT SERVICES PROVIDED

### 2.1 Vesta Solutions' Technical Support Center

#### 2.1.1 Telephone Support

As part of the Support Program, Vesta Solutions provides 7 day / 24 hour access to its Technical Support Center. This technical support is designed to support the Customer's technician who has been previously trained in the product about which they are calling. The Customer's technician is responsible for attempting to troubleshoot the problem prior to calling. In the event a Customer's technician is not adequately trained in the product about which he or she is calling, Vesta Solutions will request that additional Customer support be brought into the troubleshooting activity, and if the Customer is not able to provide additional support, Vesta Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Vesta Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Vesta Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Vesta Solutions which governs the related software of firmware purchase.

#### 2.1.2 Telephone Support Procedures

##### Accessing Vesta Solutions' Technical Support Center

Vesta Solutions' Technical Support Center may be accessed by the Customer's technician via our toll free number, 1-800-491-1734 or through email at [TechSupport@VestaSolutions.com](mailto:TechSupport@VestaSolutions.com). With respect to any issue reported, the following information is requested:

- Caller's name
- Caller's company
- Call Center Name and Location
- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- If there were any recent changes to the system
- Operational impact of the problem
- How often the problem is occurring
- If the problem can be recreated
- What work was done thus far and the results of that work
- If the problem has been escalated within your company
- What other problems are occurring at the site
- If documentation is on-site and is it being used to resolve the problem

Upon contacting Vesta Solutions' Technical Support Center, the Customer's technician will receive a Case Number for tracking the service request. The Case Number will enable the Customer's technician to check the status of a case at any time by calling the Technical Support Center and selecting the applicable option.

### 2.1.3 Problem Diagnostics and Resolution

Vesta Solutions technical support personnel will assist the customer's technician in resolving the issue, but it is the Customer technician's responsibility to implement the solution. Because of the complexity of how the application interfaces with other devices and applications it is necessary that the Customer technician be able to understand the recommended solution and determine the applicability of the solution for the system being supported.

If the Customer technician is not able to resolve the issue it is expected the Customer bring in a second tier to support the effort. Vesta Solutions is not responsible for the actions of the Customer technician. If the problem is beyond the scope of the Vesta Solutions Technical Support Specialist, the problem will be escalated to a more senior Product Support Specialist and where necessary include development resources. Once the Customer resolves the problem, the Customer's technician will call the Technical Support Center to report resolution. The Vesta Solutions Technical Support Specialist will document the Customers repair activity into the case and then close the case.

## 2.2 Application Software and Firmware Program Fixes

Application software and firmware program Fixes are defined as resolutions to problems that result from a defect in the application software or firmware product or supplied documentation. Customers will be notified of the availability of program Fixes by a Vesta Solutions Product Change Notice. The Customer shall then contact Vesta Solutions' Order Management to order the program Fix at no additional charge provided that the Support Program is in effect. The program Fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates. For the sake of accurate clarification as to the detected problem, the Customer is required to submit to Vesta Solutions a written description of the problem including date, time, position, any diagnostic data, and a general description of the problem. Such written description shall be sent to, or provided electronically to Vesta Solutions' Technical Support Center. Any change in the "zz" portion of the xx.yy.zz software version shall constitute an application software program Fix. For example a change from VESTA 9-1-1 06.01.02 to 06.01.03 represents an application software program Fix.

## **2.3 Application Software and Firmware Program Updates**

Application software and firmware program Updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Vesta Solutions, based upon the impact of the change to the core functionality of the product. Customers will be notified by a Vesta Solutions Product Change Notice, of all application software and firmware program Updates, which occur within the term of the Support Program. The Customer shall then contact Vesta Solutions' Order Management to order the Update at no additional charge provided that the Support Program is in effect. Application software and firmware program Updates will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the "yy" portion of the xx.yy.zz software version shall constitute an application software program Update. For example a change from VESTA 9-1-1 06.01.02 to 06.02.00 represents an application software program Update.

## **2.4 Application Software and Firmware Program Upgrades**

Application software and firmware program Upgrades are defined as major enhancements to the already purchased product feature / functionality set or incremental new features or functionality. A product change is classified as an Upgrade in the discretion of Vesta Solutions. Customers will be notified by a Vesta Solutions Product Change Notice, of all application software and firmware program Upgrades, which occur within the term of the Support Program. The Customer may then contact Vesta Solutions' Order Management to order the Upgrade at no additional charge provided that the Support Program is in effect. Software and firmware program Upgrades will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the numbers. Any change in the "xx" portion of the xx.yy.zz software version shall constitute an application software program Upgrade. For example a change from VESTA 9-1-1 06.01.02 to 07.00.00 represents an application software program Upgrade.

## **3. SUPPORT SERVICES NOT PROVIDED**

### **3.1 New Software and Firmware Modules Requiring Separate License**

New software and firmware modules are defined as separate and significant functionality outside the already purchased feature set of the software and firmware products. New software and firmware modules are not included as part of this Support Program as they require a separate license. New software and firmware modules will be made available at a price to be determined upon their release. Examples of new products or modules include, but are not limited to the following: ESInet Interface Module (EIM), application protocol interfaces (API) such as an API for CAD, geodiversity, functionality to enable receipt and processing of pictures or images via MMS, fixed video files, social media, sensor data, video chat, DOT video cameras, security/border video cameras, streaming audio, and streaming video

### **3.2 On-site Installation or Project Management Support**

On-site installation and/or project management services are not covered under this Support Program. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

### **3.3 Training**

Training is not covered under this Support Program. Training is available at Vesta Solutions' prevailing rates.

### **3.4 Remote Diagnostic and Resolution Services**

Remote diagnostic and resolution services such as Managed Services and remote dial-in are not covered under this Support Program. Such services are available pursuant to Vesta Solutions' Managed Services Program at Vesta Solutions' prevailing rates.

### **3.5 Post Installation Support Limitations**

Vesta Solutions' support obligations hereunder will not apply to any Vesta Solutions supported application software or firmware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer, the End User and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

- Repair or alteration, or attempted repair or alteration of any Vesta Solutions supported product (hardware and/or software) by the Customer, the End User or others, unless otherwise approved in writing by Vesta Solutions.
- Connection of another machine, device, application or interface to Vesta Solutions supported equipment (hardware and/or software) by the Customer, the End User or others, which has caused damage to Vesta Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Vesta Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Vesta Solutions for use in the End User's environment.
- The operation of the software in a manner other than that currently specified by Vesta Solutions in its applicable Vesta Solutions product documentation.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty End User hardware and/or software interfaces.
- Modifications made without Vesta Solutions' written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

Vesta Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Vesta Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Vesta Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Vesta Solutions which governs the related software and/or firmware purchase.

## **3.6 Other Services**

Other services not specifically identified as being included in the support services provided hereunder are not included.

## 4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Support Program shall not be construed as providing a software or firmware warranty. Vesta Solutions' software and firmware warranty is set forth in its applicable End User License Agreement. In the event of a conflict between the language of this Article IV and the agreement pursuant to which Customer purchased the applicable Support Program, the terms of such agreement shall prevail.

### **WARRANTY DISCLAIMER:**

**THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE OR FIRMWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.**

### **LIMITATION OF LIABILITY:**

**IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR FIRMWARE SUPPORTED HEREUNDER OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VESTA SOLUTIONS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS SUPPORT PROGRAM.**



**Exhibit C to  
Master Purchase Agreement  
Hardware Repair and Warranty Policy**



# **HARDWARE REPAIR AND WARRANTY POLICY**

**08/13/2014**

**VESTA Solutions, Inc.**

**POL09-T/G**  
**REV. J**  
Office of General Counsel



**REVISION HISTORY**

Date	Version	Author	Change
08/13/2014	J	Office of General Counsel	MSI Rebranding

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## 5. LIMITED WARRANTY

Vesta Solutions, Inc. (“Vesta Solutions”) warrants to its Customer (defined as the party purchasing from Vesta Solutions) that all hardware and associated equipment, excluding software and firmware, (collectively “Hardware”) purchased from Vesta Solutions shall be free from defects in material and workmanship for a period of 18 months from the date of shipment from Vesta Solutions.

To the extent the original equipment manufacturer (“OEM”) is other than Vesta Solutions, and the OEM provides a warranty period greater than 18 months from the date of shipment, Vesta Solutions shall pass through the additional warranty period and terms to Vesta Solutions’ Customer to the extent permitted by the OEM.

## 6. EXCLUSIONS FROM WARRANTY COVERAGE

The Limited Warranty stated above shall not apply: (1) to any product subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized modification, alteration or repair; (2) to problems relating to or residing in the power supply or other circuitry; or (3) to cosmetic problems or defects which result from normal wear and tear under ordinary use and do not affect the performance or use of the Hardware.

## 7. IN-WARRANTY SERVICE

All warranty claims must be made within the warranty period by requesting a Return Material Authorization (“RMA”) as defined below. Vesta Solutions will use commercially reasonable efforts to repair or replace, in its discretion, any Hardware found to be defective under normal and proper use and service during the warranty period. An in-warranty unit will be repaired and returned at no charge except for under the following conditions: (1) The unit has been modified or damaged due to improper packaging or coverage is excluded as is described in Section 2 above; (2) A component has been removed or damaged by other than Vesta Solutions; or (3) If a unit is received for repair and found operable per current Vesta Solutions standards, it will be classified as “no trouble found” and it will be returned in the same condition in which it was received.

In-warranty repairs shall not extend the original warranty on the repaired Hardware. The original warranty period shall apply.

## 8. OUT-OF-WARRANTY SERVICE

Returned Hardware that is out-of-warranty will be repaired, returned, and invoiced. Vesta Solutions may decline further repair of a product in the event the same products are returned for repair more than three (3) times. Freight charges will be prepaid by Vesta Solutions, and billed to the Customer on the corresponding invoice(s) for returned hardware.

Each RMA for repair will be charged a minimum lot fee equivalent to 1 hour of labor at the prevailing rate, plus material charges required for the repair. Extensive repairs requiring labor in excess of one hour will be charged at the prevailing rate in 15-minute increments plus material charges required for repair. Prices are subject to change. Exceptions will be made to this pricing method for items which have a published or contract price. For these items, that price will be used as the item's invoice price. If a unit is received for repair that has a lower selling price than the minimum lot charge or the estimated repair charge, the Customer will be notified for approval before any repair work begins.

If out-of-warranty Hardware received for repair is found operable per current Vesta Solutions standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received. The Customer will be invoiced for the minimum lot charge plus shipping costs.

All out-of-warranty repair work is warranted for a period of 90 days from the date of repair. A repair date identification is marked on the unit. The repair warranty is void if this marking is defaced or removed.

## 9. COORDINATING REPAIRS

### 9.1 Customer Responsibilities.

The Customer is responsible for removing and/or repairing all field replaceable units, components, and assemblies and taking other appropriate action required on-site to restore the associated system.

If the problem is found to be power, grounding, or other site infrastructure related issues, the Customer is responsible to coordinate the resolution. If the problem is found to be Customer related, the Customer is responsible to coordinate the resolution, with the support of the Customer's personnel or agent acting on the Customer's behalf.

If the Customer identifies Hardware at a site requiring repair, the repair procedure described below must be followed.

## 9.2 Repair Procedure

Hardware to be repaired (whether in-warranty or out-of-warranty) is to be returned to Vesta Solutions, at 42505 Rio Nedo, Temecula, CA 92590 or Vesta Solutions 200 Blvd. de la Technologie, Suite 300, Gatineau QC, J8Z 3H6 with prior authorization, freight prepaid. Prior authorization is obtained by contacting Vesta Solutions' Technical Support Center at 1-800-491-1734 or by logging on to Vesta Solutions' extranet at <http://www.VestaSolutions.com> and requesting an RMA. At the time the Customer contacts Vesta Solutions, the Customer shall provide a list of Hardware to be returned, problem descriptions or upgrade program references, proper invoicing and ship to information, and identifying purchase order numbers (collectively "Confirming Information"). The Customer will be issued an identifying RMA number. Ship to address will be either Vesta Solutions Temecula, CA, or Gatineau, QC locations. The issued RMA number should appear on all packages and supporting documents. Written Confirming Information should be included with the contents of returned Hardware. Care should be taken to properly pack all items before returning to Vesta Solutions.

## 10. ADVANCE REPLACEMENT

Vesta Solutions provides advance replacement units for out-of-box failures of Vesta Solutions proprietary Hardware whenever available. An out-of-box failure is a failure during the first 30 days of the related system becoming operational. In such event, Vesta Solutions will send, via appropriate delivery service, an advance replacement unit in exchange for the out-of-box failure unit. Where there is an out-of-box failure of non Vesta Solutions proprietary Hardware Vesta Solutions will work with Customer and the applicable OEM to repair or replace such equipment in a timely fashion.

Advance replacement may be obtained by contacting Vesta Solutions' technical support. The Customer will provide the following information to the Technical Support Center representative:

- System Type
- Equipment Name
- Equipment Model
- Serial Number
- Software/firmware Version
- Site Name
- Verification of the date the related site became operational

A purchase order number will be required for billing additional costs. Typical charges are a result of replaced Hardware not returned or special shipping and handling charges. Replacement parts will carry the original warranty and will not extend the part or system warranty from its original warranty period.

## **11. CONDITION OF UNITS FOR REPAIR**

All Hardware must be packaged by the Customer in such a manner to insure that they reach their destination undamaged. Electrostatic Discharge ("ESD") protection should be applied to all static sensitive products where necessary.

It is the sole responsibility of the Customer to remove all foreign attachments from the returned Hardware. Foreign attachments are defined as items not installed during the original manufacture of the product as determined by the part number marked on the unit. Vesta Solutions assumes no responsibility to return foreign attachments.

Hardware received that has original components removed, whether in or out of warranty, will be rebuilt to the complete specifications of the part number as marked on the unit, and billed accordingly.

## **12. REPAIR DELIVERY TERMS FOR VESTA SOLUTIONS MANUFACTURED HARDWARE**

Only Vesta Solutions products manufactured and sold by Vesta Solutions shall be accepted. Vesta Solutions will use its best efforts to return all Vesta Solutions products received for repair under the previously stated repair procedures and conditions within fifteen working days from the date of receipt by Vesta Solutions. Weekends, holidays and shipping days are not included in the 15-day period. Hardware returned without an RMA number will not be subject to the 15-day period until the proper information has been received and processed by Vesta Solutions. The date on which the RMA number is thereafter received by Vesta Solutions shall be the date on which the 15-day period begins to run. Hardware not originally manufactured and sold by Vesta Solutions will not be repaired and will be returned freight collect to the sending party.

With respect to all Vesta Solutions mechanical products received for repair, Vesta Solutions will use its best efforts to return the product within 30 working days from the date of receipt by Vesta Solutions. However, due to the nature of these products, Vesta Solutions cannot guarantee a 30 day return.

Billable repair charges will be invoiced to the Customer at the time of shipment with terms of COD, or 1% 15, Net 30 depending on the Customer's credit position and in Vesta Solutions' sole discretion. Unless otherwise specifically indicated, all shipments shall be made F.O.B. point of origin. Freight charges for in-warranty returns to Customer are paid by Vesta Solutions. Freight charges will be prepaid by Vesta Solutions and billed to Customer for items out-of-warranty.



### **13. REPAIR DELIVERY TERMS FOR HARDWARE NOT MANUFACTURED BY VESTA SOLUTIONS**

Only products sold by Vesta Solutions shall be accepted for repair. Hardware not manufactured by Vesta Solutions is to be returned to Vesta Solutions under the same terms and conditions as above. Vesta Solutions will contact the OEM to coordinate the repair and return on a best-effort basis. The 15-day return period will not apply to these items. Hardware not originally sold by Vesta Solutions will not be repaired and will be returned freight collect to the sending party.

### **14. DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY STATED IN THIS HARDWARE REPAIR AND WARRANTY POLICY, THE HARDWARE, ANY OTHER EQUIPMENT OR RELATED PRODUCT IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER.

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY HARDWARE WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.

### **15. LIMITATION OF LIABILITY**

IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE HARDWARE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY BREACH OR WARRANTY, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Exhibit D to  
Master Purchase Agreement  
(Insurance)**

Prior to the provision of services under this contract, Vesta Solutions, Inc., (the “Contractor”) agrees to purchase all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the Orange County (the “County”) that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County’s Risk Manager, or designee, upon review of Contractor’s current audited financial report. If Contractor’s SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor’s, its agents, employee’s or subcontractor’s performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor’s SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Technology Errors & Omissions	\$1,000,000 per claim and aggregate
Automobile Liability including coverage for owned, hired, non-owned	\$1,000,000 per occurrence combined single limit
Workers' Comp/Employer's Liability	Statutory/\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required by Written Contract***.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required by Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within

seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.