

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.50
(ID # 27999)

MEETING DATE:
Tuesday, June 10, 2025

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND EXECUTIVE OFFICE: Approve the InformaCast Fusion Licensing Subscriptions Agreement by and between the County of Riverside and Presidio Networked Solutions Group, LLC. for an internal mass notification system from June 10, 2025, through June 9, 2030, for a total amount not to exceed \$512,424; and Approval of a Budget Adjustment in the amount of \$99,985. All Districts. [Total Aggregate Cost \$512,424; Additional compensation not to exceed \$51,243, RCIT Budget - 80%, General Fund Contingency Budget – 20%] 4/5 Vote Required.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the InformaCast Fusion Licensing Subscriptions Agreement by and between the County of Riverside and Presidio Networked Solutions Group, LLC. for an internal mass notification system from June 10, 2025, through June 9, 2030, for a total amount not to exceed \$512,424; authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;

Continued on Page 2

ACTION:4/5 Vote Required, Policy


Martin Perez, IT MANAGER IV

5/19/2025



Sarah Franco, Assistant County Executive Officer

6/4/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: RCIT, E.O.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that stay within the intent of the agreement and b) sign amendments to the compensation provisions that do not exceed the total aggregate of \$51,243 for the term of the Agreement;
3. Approve and direct the Auditor-Controller to make the budget adjustment as shown in Schedule A;
4. Authorize the Purchasing Agent to issue Purchase Orders for the required services that do not exceed the BOS total approved amount for the term of the Agreement; and
5. Direct the Clerk of the Board to retain one (1) copy of the original Agreement on file and return two (2) copies of the Agreement to Riverside County Information Technology (RCIT) for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 112,485	\$ 412,440	\$ 0
NET COUNTY COST	\$ 99,985	\$ 0	\$ 99,985	\$ 0
SOURCE OF FUNDS: RCIT Budget - 80%, General Fund Contingency Budget - 20%			Budget Adjustment: Yes	
			For Fiscal Year: 24/25-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is to approve the licensing subscription and implementation agreement with Presidio Networked Solutions Group, LLC., for the InformaCast Fusion mass notification system that provides the ability to send messages to recipients across multiple channels to streamline communications to County staff during an incident or emergency.

InformaCast Fusion will enhance our ability to deliver timely alerts to County staff, whether they are in the office, working remotely, or in the field. This is an upgrade from the InformaCast Advanced system that we are currently using and expands our communication reach beyond desk phones and in-building speaker systems to include mobile phones, computers, and tablets.

RCIT will lead the Countywide deployment of InformaCast Fusion in a phased implementation, beginning with departments that have identified immediate communication needs and expanding over time to include additional facilities and users. RCIT will coordinate technical

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setup, staff onboarding, and support, while departments will manage ongoing user administration and alert configurations based on their operational needs.

Key benefits include:

- Broader reach with multiple communication channels.
- SMS text alerts can be sent to all County-issued cell phones. Staff without a County device have the option to self-register their personal phones to receive alerts.
- QR code-based opt-in allows vendors, contractors, and visitors to receive temporary notifications while on-site at County facilities. Expiration settings can be customized by user group.
- Improved safety and response time for staff and the public visiting County Facilities.
- Increased flexibility to support remote and mobile workers.
- Improved coordination between departments during critical events.

Approval of this item will streamline notifications to staff during an incident or emergency, supporting County efforts to improve emergency readiness, internal communications, and operational continuity.

Impact on Residents and Businesses

There is no negative impact on residents and businesses within the County of Riverside.

Additional Fiscal Information

The Executive Office will allocate funding to the Riverside County Information Technology (RCIT) department for the initial year of the Informacast project. A budget adjustment is requested to increase RCIT's appropriation to align with the project's cost projections for FY25/26. Effective FY26/27 and thereafter, RCIT will include the project budget in the Enterprise Allocation. The following table summarizes the cost for this Agreement by Department.

Contract History and Price Reasonableness

Description	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total
Executive Office	\$99,984.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,984.80
RCIT	\$0.00	\$12,500.00	\$99,984.80	\$99,984.80	\$99,984.80	\$99,984.80	\$412,439.20
Total	\$99,984.80	\$12,500.00	\$99,984.80	\$99,984.80	\$99,984.80	\$99,984.80	\$512,424.00
Additional Compensation Not to Exceed							\$51,243.00

The Riverside County Purchasing Department, on behalf of Riverside County Information Technology (RCIT), released Request for Quote (RFQ) ITARC-565 on December 19, 2024. The


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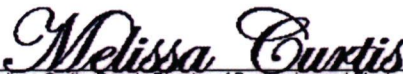
bid was canceled on February 20, 2025, per RCIT's request due to changes in payment option. Originally, RCIT intended to make upfront payment for the five-year term of the required solution.

Purchasing released a new bid (RFQ #ITARC-565-A) publicly posted to PublicPurchase.com on February 20, 2025, for the required solution and services with annual payment options for a five-year term. Upon bid closing on February 27, 2025, Purchasing received (3) bid responses from the range of \$512,424 to \$738,449.86. After a very thorough evaluation of the responses, RCIT selected Presidio Networked Solutions Group, LLC. as the lowest, most responsive, and responsible bidder and recommended for award.

ATTACHMENTS:

- A. Schedule A Budget Adjustment
- B. InformaCast Fusion Licensing Subscriptions Agreement No. ITARC-0001253 with Presidio Networked Solutions Group, LLC.


Brett Austin, Supervising Accountant 5/27/2025


Melissa Curtis, Deputy Director of Purchasing and Fleet 5/23/2025


Alonzo Barrera, Principal Management Analyst 5/28/2025


Frankie Z. Ezzat, Director of Budget 6/3/2025


Jeff Van Wageningen, County Executive Officer 6/4/2025


Aaron Gettis, Chief of Deputy County Counsel 5/27/2025

INFORMACAST FUSION LICENSING SUBSCRIPTIONS AGREEMENT

**BETWEEN
COUNTY OF RIVERSIDE**

**And
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC.**

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Presidio Networked Solutions Group, LLC., a Delaware Limited Liability Corporation, authorized to conduct business in State of California (herein referred to as "RESELLER") of InformaCast, effective from June 10, 2025 through June 9, 2030, based on reseller's response to RFQ no. ITARC-00565-A for InformaCast Fusion Licensing Subscriptions. The parties agree as follows:

1. Description of Services:

1.1 RESELLER shall provide all InformaCast Fusion Licensing Subscription services as outlined and specified in Exhibit A, Product/Service Specifications and as stated in Exhibit B, Pricing & Payment Provisions, to the Agreement.

1.2 RESELLER represents that they have the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. RESELLER shall perform to this satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 RESELLER affirms that it is fully apprised of all the work to be performed under this Agreement; and the RESELLER agrees it can properly perform this work at the prices stated in Exhibit B. RESELLER is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the RESELLER's performance under this Agreement does not operate as a release of RESELLER's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance:

The Period of Performance for this Agreement shall be effective for five (5) years beginning June 10, 2025 through June 9, 2030, unless terminated earlier.

The Purchase Order will be issued in June of each year for the annual payment.

3. Compensation

3.1 The COUNTY shall pay the RESELLER for services and products provided by RESELLER in accordance with the terms of this Agreement. Maximum payments COUNTY to RESELLER shall

not exceed the annual amount stated in Exhibit B of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. All invoices will be due and payable Net 30 days after date of invoice.

3.2 Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 RESELLER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of reseller, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. reseller shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by RESELLER. RESELLER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes reseller indemnification to Indemnitees as set forth herein.

4.3 RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving county from any liability for the action or claim involved.

4.4 To the extent allowed by law, in no event shall either party be liable for any indirect, incidental special, exemplary, punitive or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract, tort, statutory or otherwise (any legal theory), even if the other party or any other person has been advised of the possibility of such damages.

4.5 To the extent allowed by law, each party's entire liability and exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of actions, shall be limited to the greater of either a) \$100,000 or b) three times the contract amount which has been actually paid to RESELLER by COUNTY for products and services during the twelve months preceding the month in which the damage occurred.

5. Termination:

5.1 Subject to InformaCast's End User License Agreement, COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for reseller default, if reseller refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 RESELLER rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by reseller; or in the event of reseller unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY

Riverside County Information Technology
 Attn: Erika Woods
 Procurement Contract Specialist
 3450 14th Street
 Riverside, CA 92501

RESELLER

Presidio Networked Solutions Group, LLC
 Attn: Chris Sanchez
 Account Manager
 5000 Hopyard Rd., STE 188
 Pleasanton, CA 94588

8. Insurance

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

RESELLER shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the RESELLER, its agents, representatives, or employees. RESELLER shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by RESELLER in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction

of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the RESELLER maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the RESELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County, as described to on the certificate of insurance Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) RESELLER shall cause RESELLER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If RESELLER insurance carrier(s) policies does not meet the minimum notice requirement found herein, RESELLER shall cause RESELLER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and

attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 5) It is understood and agreed to by the parties hereto that the RESELLER's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Product/Service Specifications

Exhibit B: Pricing & Payment Provisions

Exhibit C: Singlewire End User License Agreement

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 WARRANTY:

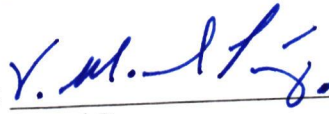
ALL THIRD-PARTY PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED “AS IS” SUBJECT TO THE WARRANTY GIVEN BY THE MANUFACTURER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (“OEM”) WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO COUNTY. PRESIDIO SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND COUNTY TO ENFORCE SUCH PASSED THROUGH WARRANTIES. COUNTY AGREES THAT ANY THIRD-PARTY HARDWARE OR SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH THIRD-PARTY HARDWARE OR SOFTWARE PRODUCTS.


[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Presidio Networked Solutions Group, LLC, a Delaware Limited Liability Company

By: 
V. Manual Perez
Chair of the Board of Supervisors


By: 
Erik Hayko (Apr 24, 2025 08:36 CDT)
Erik Hayko
Senior Contracts Manager

Dated: JUN 10 2025

Dated: 04/24/2025

ATTEST:
Kimberly Rector
Clerk of the Board

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Paula Salcido
Deputy County Counsel

Dated: 05/27/2025

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

EXHIBIT "A"
PRODUCT/SERVICE SPECIFICATIONS

InformaCast Fusion – (5) Year Annual Term (June 10, 2025 – June 9, 2030)

Product Description	SKU	Quantity
InformaCast Fusion 25,000 User Base – 1 Year Subscription (Year 1) Licensing Includes: Desk phones (paging and display readouts) Laptop/PC (pop-up, ticker tape notifications) Mobile devices (SMS/email/phone call/app & Panic button)	SSF-ENT-1Y-7	1
InformaCast Fusion IP Speaker Endpoint Add-On (Year 1) Licensing includes: Paging devices (Analog and VoIP)	SSF-1YR-EPA-TIER 7	2,500
Jumpstart (Year 1) (Fusion deployment and configuration for up to 2 sites)	SS-PS-JS-null	1
InformaCast Fusion 25,000 User Base – 1 Year Subscription (Year 2) Licensing Includes: Desk phones (paging and display readouts) Laptop/PC (pop-up, ticker tape notifications). Mobile devices (SMS/email/phone call/app & Panic button)	SSF-ENT-1Y-7	1
InformaCast Fusion IP Speaker Endpoint Add-On (Year 2) Licensing includes: Paging devices (Analog and VoIP)	SSF-1YR-EPA-TIER 7	2,500
InformaCast Fusion 25,000 User Base – 1 Year Subscription (Year 3) Licensing Includes: Desk phones (paging and display readouts) Laptop/PC (pop-up, ticker tape notifications). Mobile devices (SMS/email/phone call/app & Panic button)	SSF-ENT-1Y-7	1

<p>InformaCast Fusion IP Speaker Endpoint Add-On (Year 3) Licensing includes: Paging devices (Analog and VoIP)</p>	<p>SSF-1YR-EPA-TIER 7</p>	<p>2,500</p>
<p>InformaCast Fusion 25,000 User Base – 1 Year Subscription (Year 4) Licensing Includes: Desk phones (paging and display readouts). Laptop/PC (pop-up, ticker tape notifications). Mobile devices (SMS/email/phone call/app & Panic button).</p>	<p>SSF-ENT-1Y-7</p>	<p>1</p>
<p>InformaCast Fusion IP Speaker Endpoint Add-On (Year 4) Licensing includes: Paging devices (Analog and VoIP)</p>	<p>SSF-1YR-EPA-TIER 7</p>	<p>2,500</p>
<p>InformaCast Fusion 25,000 User Base – 1 Year Subscription (Year 5) Licensing Includes: Desk phones (paging and display readouts). Laptop/PC (pop-up, ticker tape notifications). Mobile devices (SMS/email/phone call/app & Panic button)</p>	<p>SSF-ENT-1Y-7</p>	<p>1</p>
<p>InformaCast Fusion IP Speaker Endpoint Add-On (Year 5) Licensing includes: Paging devices (Analog and VoIP)</p>	<p>SSF-1YR-EPA-TIER 7</p>	<p>2,500</p>

EXHIBIT "B"
PRICING & PAYMENT PROVISIONS

Part #	Description	Quantity	Unit Price	Extended Price
SSF-ENT-1Y-7	InformaCast Fusion 25,000 User Base – 1 Year Subscription	1	\$95,759.80	\$95,759.80
SSF-1YR-EPA-TIER7	InformaCast Fusion – IP Endpoint Add-On	2500	\$1.69	\$4,225.00
SS-PS-JS-null	JumpStart	1	\$12,500.00	\$12,500.00
Year 1 Total Payment \$112,484.80				
SSF-ENT-1Y-7	InformaCast Fusion 25,000 User Base – 1 Year Subscription	1	\$95,759.80	\$95,759.80
SSF-1YR-EPA-TIER7	InformaCast Fusion – IP Endpoint Add-On	2500	\$1.69	\$4,225.00
Year 2 Total Payment \$99,984.80				
SSF-ENT-1Y-7	InformaCast Fusion 25,000 User Base – 1 Year Subscription	1	\$95,759.80	\$95,759.80
SSF-1YR-EPA-TIER7	InformaCast Fusion – IP Endpoint Add-On	2500	\$1.69	\$4,225.00
Year 3 Total Payment \$99,984.80				
SSF-ENT-1Y-7	InformaCast Fusion 25,000 User Base – 1 Year Subscription	1	\$95,759.80	\$95,759.80
SSF-1YR-EPA-TIER7	InformaCast Fusion – IP Endpoint Add-On	2500	\$1.69	\$4,225.00
Year 4 Total Payment \$99,984.80				
SSF-ENT-1Y-7	InformaCast Fusion 25,000 User Base – 1 Year Subscription	1	\$95,759.80	\$95,759.80
SSF-1YR-EPA-TIER7	InformaCast Fusion – IP Endpoint Add-On	2500	\$1.69	\$4,225.00
Year 5 Total Payment \$99,484.80				

Grand Total \$512,424.00

Exhibit "C"

SINGLEWIRE END USER LICENSE AGREEMENT

Effective Date: July 2023

Singlewire Software, LLC ("Singlewire" or "we," "us" or "our") provides various mass notification, visitor management and other services (our "Services") through certain on premise software offerings, websites, mobile applications and online platforms (collectively, our "Platform," and, together with our Services, our "Offerings") to business entities that have a current agreement with Singlewire to access, use and/or receive all or a portion of our Offerings (our "Customers"). By accessing or using our Offerings, you agree to read, comply with and be legally bound by: (1) this End User License Agreement ("EULA"); any additional terms and conditions, agreements and policies published by Singlewire on otherwise made available to you that are applicable to your access to or use of our Offerings (the "Rules"); and (3) any other agreements applicable to your access to or use of our Offerings that we enter into with our Customers that authorize you to access and use the Offerings on their behalf (collectively, the "Additional Agreements"). This EULA, the Rules and any and all Additional Agreements are collectively referred to in this EULA as the "Service Agreements").

THIS EULA REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN COURT OR JURY TRIALS OR CLASS ACTIONS AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION OF THIS EULA BEFORE YOU ACCESS OR USE OUR OFFERINGS.

Singlewire Software, LLC ("Singlewire" or "we," "us" or "our") updates or modifies our Offerings without limitation, by posting a revised version of this EULA on our website(s) and by publishing a general notice of such changes on our website(s) or through our Offerings. By accessing or using our Offerings after we have provided such notice, you agree to be bound by such updates or modifications.

2. Accessing and Using Our Offerings.

(a) Accounts.

- (1) You may be required to create an account, including a username and password, to access or use our Offerings. Once you do so, you are responsible for maintaining the confidentiality of your password and account and you may not share your password or account with another person.
- (2) You are responsible for all activities that occur under your account, so be sure to fully exit from your account at the end of each session. If you lose your password or become aware of access to your account other than by you, you agree to notify us immediately. If we believe that your account has been compromised, we may require you to update your password. In the event we reasonably believe your actions affect other users or third parties, we may warn such other users or third parties, including law enforcement. We may also investigate any perceived misuse of your account, refer matters to law enforcement and/or take other legal action. We reserve the right to cancel, suspend or limit the use of your account in our sole discretion.

- (3) We are not liable to you or any third party for any unauthorized use of your account, including, without limitation, any damage that results from any compromise or theft of your account.

(b) **Restrictions.** In accessing or using our Offerings, you may not:

- (1) copy, modify or make derivatives or improvements of our Offerings, any manuals, or any other documentation, programs or materials, if any, that we make available to you or the applicable Customer related to our Offerings (collectively, the “**Singlewire Materials**”);
- (2) access or use our Offerings to store or transmit a program, routine or device designed to delete, disable, deactivate, interfere with, prevent access to or otherwise harm any software, program, data, device, system or service, including, without limitation, any time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, trap or back door;
- (3) access or use our Offerings to store or transmit any infringing, defamatory, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights or other rights;
- (4) disassemble, reverse engineer, decompile, translate or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of our Offerings;
- (5) sell, assign, transfer, sublicense, lease, pledge, distribute, rent or otherwise share your rights under the Service Agreements or include our Offerings or any Singlewire Materials in a service bureau or outsourcing offering;
- (6) modify, obscure or remove any product identification or proprietary notices on our Offerings or any Singlewire Materials;
- (7) modify or incorporate our Offerings or any Singlewire Materials into or with other software;
- (8) interfere with the operation of our Offerings;
- (9) bypass, breach or disable any usage limit, security device, copy control or digital rights management tool or other protection used in our Offerings or any Singlewire Materials;
- (10) access or use our Offerings or any Singlewire Materials for the purposes of benchmarking or competitive analysis or developing any competitive product or service; or
- (11) access or use our Offerings or any Singlewire Materials in violation of any applicable law, regulation or rule.

(c) **Customer Requirements.** Without limiting anything in the Service Agreements, the applicable Customer may provide you with additional terms that govern your access to or use of our Offerings on behalf of that Customer (“**Customer Requirements**”). By accessing or using our Offerings, you acknowledge and agree that, where and as applicable: (1) any Customer Requirements are between you and the applicable Customer and you and the applicable Customer are solely responsible for, and Singlewire shall have no obligations with respect to, any Customer Requirements, including, without limitation, resolving any disputes arising out of the

Customer Requirements; and (2) notwithstanding the foregoing, you will comply with any applicable Customer Requirements through or in connection with your access to and use of the Offerings.

- (d) **Feedback.** We appreciate your ideas, suggestions, proposals, and other feedback about our Offerings (“**Feedback**”). By submitting any Feedback to us in any way, you acknowledge and agree that: (1) you will not include any confidential or proprietary information in any of your Feedback; (2) we are not under any obligation of confidentiality, express or implied, with respect to any Feedback; (3) we are entitled to disclose (or choose not to disclose) and use (or choose not to use) Feedback for any purpose and in any way; and (4) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances in connection with our disclosure, development or use of any Feedback.
- (e) **User Content.** Our Offerings may provide users with the ability to add, create, upload, submit, distribute or share content on or through our Offerings (collectively, “**User Content**”). If you provide any User Content (“**Your Content**”), you acknowledge that we: (1) have the right to reproduce, translate, encode, publish, use, and distribute any and all of Your Content to the extent necessary to provide and operate our Offerings; (2) have the right to aggregate any and all of Your Content and to use such aggregated content for any lawful purpose, including, without limitation, improving our Offerings; and (3) are not responsible or in any way liable for any corruption, misdelivery, or other loss of any of Your Content. As between you and us, you own all right, title, and interest in and to Your Content.
- (f) **Private Messages.** Our Offerings may provide you with the ability to send private messages to other individuals or devices (“**Private Messages**”). Except as otherwise provided in the Service Agreements, we will not intentionally make any such Private Messages available to any party or device other than the intended recipient. However, you should remain mindful that there is an inherent risk in the use of the internet. Private Messages may be intercepted without our knowledge or consent, collected illegally and/or forwarded by recipients to others. We cannot guarantee the security, privacy or confidentiality of any information, including your Private Messages, that you disclose online and you do so at your own risk.
- (g) **Third Party Content and Links.**
 - (1) Our Offerings may allow you to access certain applications, websites, and other content owned or otherwise controlled by third parties (“**Third Party Services**”). Your access to and/or use of these Third Party Services may be subject to separate terms imposed by the providers of these Third Party Services (“**Third Party Terms**”). By accessing or using any Third Party Services, you agree to comply with any applicable Third Party Terms presented or that you otherwise agree to in connection with your access to or use of the applicable Third Party Service. We are not responsible or liable for: (1) the availability, functionality or accuracy of any Third Party Services; or (2) the content, products or services on or available through such Third Party Services. Access to or use of Third Party Services through or in connection with your access to or use of our Offerings does not imply any endorsement by Singlewire of the Third Party Services or any products or services available through the Third Party Services.

(2) If our Offerings contain links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your access or use of them. If you decide to access or use any of the third-party websites linked to our Offerings, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

(h) **Support.** We have no obligation under this EULA to provide you with any support, maintenance, upgrades, modifications or new releases of our Offerings.

3. **Ownership and Limited License.**

(a) **Our Offerings and Singlewire Materials.** We (or third parties who have licensed their content to us) own all rights, title and interest in and to our Offerings as provided by us, including, without limitation, all software and code that comprise and operate our Offerings, the text, photographs, illustrations, images, graphics, audio, video, URLs and other materials we provide through or in connection with our Offerings, and all Singlewire Materials. Our Offerings and the Singlewire Materials are protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, our Offerings and the Singlewire Materials are each a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement and enhancement of our Offerings and the Singlewire Materials. For clarity, the foregoing does not apply to any User Content.

(b) **Limited License.** Subject to your acceptance of this EULA, the particular portions of our Offerings available to you under, and your compliance with, the applicable Service Agreements, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use our Offerings in a manner that is consistent with the applicable Service Agreements and for the intended purposes of our Offerings. For clarity, with respect to any portion of our Offerings that consist of mobile applications or desktop applications, the foregoing rights include the right to download and install the applicable Offerings on permitted devices as described in the applicable Singlewire Materials. You obtain no rights in the Offerings or any Singlewire Materials except to access, use and, where applicable, download and install them in accordance with the applicable Service Agreements. Furthermore, you acknowledge and agree that any Offerings or Singlewire Materials that are provided or otherwise made available to you are provided, as applicable under an authorization or license and are not sold to you.

4. **Privacy.** For information regarding how we collect, use, and disclose personal information in connection with our Offerings, please see our Privacy Policy, located at <https://www.singlewire.com/privacy>. Please note, when we process personal information in order to provide or operate our Offerings on behalf of our Customers: (1) we are acting in the capacity of a "data processor" or "service provider" as defined under applicable privacy laws; and (2) our Customer's may collect, use or disclose such personal information for their own purposes. SINGLEWIRE MAKES NO REPRESENTATION, WARRANTY OR COMMITMENT OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL LIABILITY RELATING TO OR ARISING FROM OUR CUSTOMER'S PROCESSING OF ANY PERSONAL INFORMATION OR OUR PROCESSING OF PERSONAL INFORMATION AT THE DIRECTION OR ON BEHALF OF OUR CUSTOMERS.

5. DMCA Policy.

(a) **Singlewire Policy.** Singlewire respects the intellectual property rights of others. You must ensure that Your Content does not infringe any third party's copyright. We will remove Your Content and other materials contained within our Offerings in accordance with the Digital Millennium Copyright Act ("DMCA") upon receipt of proper notices that Your Content or other materials contained within our Offerings infringe a third party's copyright. Additionally, subject to Section 5(d) below, we will terminate your account if you are a repeat infringer.

(b) **Notice of Infringement.** If you are a copyright owner or an agent thereof and believe that any user submission or other content contained within on our Offerings infringes upon your copyrights, you may submit a notification pursuant to the DMCA to the address provided below. Such notification must contain the following:

- (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- (4) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (5) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Singlewire may disclose DMCA notices to affected users and third party databases that collect information about copyright takedown notices.

(c) **Counter Notifications.** If Your Content is removed pursuant to a notice of copyright infringement and you want to challenge the removal, you must provide us a counter notification to the address provided below. Such counter-notification must contain the following:

- (1) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (2) a description of the material that was removed and where the material previously appeared within on our Offerings reasonably sufficient to permit us to identify the material;
- (3) a statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;

- (4) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or, if your address is outside the United States, any judicial district in which Singlewire may be found (the United States District Court for the Eastern District of Wisconsin) and that you will accept service of process from the person who provided the original DMCA notice or an agent of that person; and
- (5) your physical or electronic signature.

We will forward any complete counter-notification to the person who provided the initial DMCA notice. The copyright owner(s) may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that such a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we may, but are not obligated to, restore Your Content and other materials. Until that time, Your Content and other materials will remain removed.

- (d) **Repeat Infringers.** Without limiting anything else in the Service Agreements, we will terminate your account if you receive three (3) DMCA Takedown Actions. A “**DMCA Takedown Action**” occurs each time Your Content or other materials are removed due to a DMCA notice. We may group multiple DMCA notices received in a short period of time as a single DMCA Takedown Action. We may remove a DMCA Takedown Action in appropriate circumstances, such as where: (1) the material is restored due to a DMCA counter-notification; or (2) the party who provided the DMCA notice withdraws their complaint.
- (e) **Address for Notices.** DMCA notices and counter-notifications may be sent to our designated agent, Nicholas Dearing at the following addresses:

By email to: legal@singlewire.com

By mail to: Singlewire Software, LLC
 Attn: Nicholas Dearing (CFO)
 PO Box 46218
 Madison, WI 53744

Please Note: if you knowingly and materially misrepresent that any material contained or activity occurring within our Offerings infringes your copyright or was removed by mistake or misidentification, you may be held liable for damages under the DMCA.

6. Special Terms for Apps Distributed Through the Apple App Store.

- (a) **Acknowledgement.** Some of our Offerings are available through the Apple App Store (“**Singlewire Apple Apps**”). You and Singlewire each acknowledge that the Service Agreements and any other terms and conditions imposed by Singlewire with respect to the Singlewire Apple Apps and any other agreements entered into between you and Singlewire in connection with the Singlewire Apple Apps (collectively, the “**Singlewire Apple Apps Agreements**”) are between you and Singlewire only, and not with Apple, and that Singlewire, not Apple, is solely responsible for the Singlewire Apple Apps and the content thereof. In the event the Singlewire Apple Apps Agreements provide usage rules for the Singlewire Apple Apps that are in conflict with the Apple

Media Services Terms and Conditions, the Apple Media Services Terms and Conditions shall control with respect to the Singlewire Apple Apps.

- (b) **Scope of License.** In addition to the other terms set forth in the Singlewire Apple Apps Agreements, the licenses granted to you for the Singlewire Apple Apps are solely for use by you on any Apple-branded product that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- (c) **Maintenance and Support.** Singlewire is solely responsible for providing any maintenance and support services with respect to the Singlewire Apple Apps, as specified in the Singlewire Apple Apps Agreements or as required under applicable law. You and Singlewire acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Singlewire Apple Apps.
- (d) **Warranty.** Singlewire is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed in the Singlewire Apple Apps Agreements. In the event of any failure of the Singlewire Apple Apps to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for the applicable Singlewire Apple App (if any) to you. Further, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Singlewire Apple Apps, and, subject to the limitations of liability set forth in the Singlewire Apple Apps Agreements, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform with any warranty will be Singlewire's sole responsibility.
- (e) **Product Claims.** You and Singlewire acknowledge that Singlewire, not Apple, is responsible for addressing any claims that you or any third party have relating to the Singlewire Apple Apps or your possession and/or use of the Singlewire Apple Apps, including, but not limited to: (1) product liability claims; (2) any claim that the Singlewire Apple Apps fail to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection, privacy or similar legislation.
- (f) **Intellectual Property Rights.** You and Singlewire acknowledge that, in the event of any third-party claim that the Singlewire Apple Apps or your possession and use of the Singlewire Apple Apps infringe that third party's intellectual property rights, subject to the limitations of liability and indemnification obligations set forth in the Singlewire Apple Apps Agreements, Singlewire, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- (g) **Third Party Terms.** You must comply with applicable third-party terms when using the Singlewire Apple Apps.
- (h) **Third Party Beneficiary.** You and Singlewire acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries to this EULA as applicable to the Singlewire Apple Apps, and that, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA (as applicable) against you as a third-party beneficiary thereof.

7. Termination.

- (a) **Right to Terminate.** We reserve the right, with or without notice and in our sole discretion, to terminate this EULA, your account and/or your ability to access or use our Offerings or any Singlewire Materials for any reason, including, without limitation: (1) for lack of use; (2) if we believe that you have violated or acted inconsistently with the letter or spirit of the applicable Service Agreements; (3) in the case of any activity by you that may harm us or other users, including, but not limited to, fraud, abuse of privileges, or misuse of our Offerings or any Singlewire Materials; or (4) any applicable Service Agreement expires or is terminated. You agree that we will not be liable to you or any third party for any such termination.
- (b) **Effect of Termination.** Upon expiration or earlier termination of this EULA, all rights granted to you under this EULA will also terminate and you shall immediately discontinue accessing and using our Offerings and any Singlewire Materials.

8. Disclaimers and Limitations of Liability.

(a) **Disclaimers.** IN ADDITION TO, AND NOT IN LIEU OF, ANY DISCLAIMERS SET FORTH IN THE APPLICABLE SERVICE AGREEMENTS, OUR OFFERINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS AND WITHOUT ANY CONDITION OR WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT. NOTHING WE OR OUR AFFILIATES SAY OR WRITE SHALL CREATE A WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT OUR OFFERINGS, OR ANY OF THE RESULTS FROM THE USE THEREOF, WILL MEET YOUR, OR ANY THIRD PARTY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEMS OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE. WE EXPRESSLY DISCLAIM THAT OUR OFFERINGS WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS OR OTHER HARMFUL SOFTWARE. WE DO NOT REPRESENT THAT ANY DATA, COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER INFORMATION THAT WE COLLECT, STORE OR TRANSMIT IN CONNECTION WITH YOUR ACCESS TO AND USE OF OUR OFFERINGS WILL NEVER BE ERRONEOUSLY DELETED OR MISDELIVERED. YOUR ACCESS TO AND USE OF OUR OFFERINGS, DOWNLOAD AND INSTALLATION OF ANY SOFTWARE RELATING TO OUR OFFERINGS AND USE OF ANY INFORMATION WE MAY PROVIDE, OR RESULTS GENERATED, THROUGH OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF OUR OFFERINGS IS AT YOUR SOLE OPTION, DISCRETION AND RISK.

(b) **Your Liability.**

- (1) YOU AGREE THAT YOU WILL ONLY ACCESS AND USE OUR OFFERINGS IN ACCORDANCE WITH THE APPLICABLE SERVICE AGREEMENTS. YOU WILL COMPENSATE SINGLEWIRE IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) FOR WHICH SINGLEWIRE (OR ANY OF SINGLEWIRE'S SUBSIDIARIES OR AFFILIATED COMPANIES) INCUR ARISING FROM ANY BREACH BY YOU OF THE APPLICABLE SERVICE AGREEMENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD SINGLEWIRE, ITS SUBSIDIARIES AND AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES (THE "RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR

ARISING OUT OF YOUR ACCESS TO OR USE OF OUR OFFERINGS, YOUR CONNECTION TO OUR OFFERINGS, YOUR VIOLATION OF THE APPLICABLE SERVICE AGREEMENTS OR YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY.

- (2) The Released Parties reserve the right to seek all remedies available at law and in equity for your violation of the applicable Service Agreements, including, without limitation, the right to block access from a particular Internet address to our Offerings and report misuses to law enforcement.

(c) Limitation of Our Liability.

- (1) WITHOUT LIMITING ANYTHING SET FORTH IN THE APPLICABLE SERVICE AGREEMENTS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR ENTIRE AGGREGATE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO YOUR ACCESS TO AND USE OF OUR OFFERINGS OR ANY SINGLEWIRE MATERIALS SHALL BE THE AMOUNT OF \$100.
- (2) IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR ACCESS TO OR USE OF OUR OFFERINGS OR ANY SINGLEWIRE MATERIALS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS TO OR USE OF OUR OFFERINGS OR ANY SINGLEWIRE MATERIALS.
- (3) THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SINGLEWIRE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (4) SOME STATES OR JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Dispute Resolution.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

- (a) **Waiver of Rights.** YOU AGREE THAT BY ACCESSING OR USING OUR OFFERINGS, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE RELEASED PARTIES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. IF THE FOREGOING CLASS ACTION WAIVER IS DEEMED INVALID OR UNENFORCEABLE, YOU AND SINGLEWIRE EACH AGREE NOT TO SEEK, AND WAIVE ANY RIGHT, TO ARBITRATE, LITIGATE OR OTHERWISE RESOLVE ANY DISPUTE THROUGH CLASS OR COLLECTIVE CLAIMS.

- (b) **Agreement to Arbitrate.**

- (1) YOU AND SINGLEWIRE AGREE THAT, EXCEPT AS PROVIDED IN SECTION 9(b)(2) BELOW OR IF YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH SECTION 9(d) BELOW, ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS EULA OR YOUR ACCESS TO OR USE OF OUR OFFERINGS SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION.
- (2) NOTWITHSTANDING SECTION 9(b)(1), YOU AND SINGLEWIRE AGREE THAT THE FOLLOWING DISPUTES ARE NOT SUBJECT TO BINDING ARBITRATION: (1) ANY DISPUTES SEEKING TO ENFORCE OR PROTECT, OR CONCERNING THE VALIDITY OF, ANY OF YOUR OR SINGLEWIRE'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE RELATED TO, OR ARISING FROM, ALLEGATIONS OF THEFT, PIRACY, INVASION OF PRIVACY OR UNAUTHORIZED USE; AND (3) ANY CLAIM FOR INJUNCTIVE RELIEF. IF THIS SECTION IS FOUND TO BE ILLEGAL OR UNENFORCEABLE THEN NEITHER YOU NOR SINGLEWIRE WILL ELECT TO ARBITRATE ANY DISPUTE FALLING WITHIN THAT PORTION OF THIS SECTION FOUND TO BE ILLEGAL OR UNENFORCEABLE AND SUCH DISPUTE SHALL BE DECIDED BY A COURT OF COMPETENT JURISDICTION WITHIN THE COURTS LISTED FOR JURISDICTION BELOW, AND YOU AND SINGLEWIRE AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT.
- (3) THIS AGREEMENT TO ARBITRATE INVOLVES INTERSTATE COMMERCE, AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1-16 ("FAA"), AND NOT BY STATE LAW.
- (4) THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY PURSUANT TO THE FAA.
- (5) THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS SECTION.
- (6) FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD IS SOUGHT IS \$10,000 OR LESS: (1) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (2) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. IF THE CLAIM EXCEEDS \$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES AND THE HEARING (IF ANY) WILL TAKE PLACE IN MILWAUKEE, WISCONSIN.
- (7) THE ARBITRATOR IS BOUND BY THIS AGREEMENT TO ARBITRATE. YOU AND SINGLEWIRE ACKNOWLEDGE AND AGREE THAT, IN ANY ARBITRATION PROCEEDING, NO DEPOSITIONS WILL BE TAKEN AND ALL OTHER FORMS OF DISCOVERY OF FACTS WILL BE LIMITED TO THOSE THINGS THAT THE ARBITRATOR DETERMINES, IN ITS SOLE DISCRETION, TO BE NECESSARY. FURTHER, IN ANY ARBITRATION PROCEEDING: (1) THERE SHALL BE NO PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL OR OTHER SPECIAL DAMAGES; (2) ALL DAMAGES, CLAIMS, AND AWARDS WILL BE GOVERNED BY WISCONSIN LAW; (3) THE PARTIES WILL CONDUCT THE ARBITRATION CONFIDENTIALLY AND EXPEDITIOUSLY AND WILL PAY THEIR OWN COSTS AND EXPENSES OF ARBITRATION, INCLUDING THEIR OWN

ATTORNEYS' FEES. IF YOU PROVE THAT YOU ARE UNABLE TO AFFORD THE AAA FEE, YOU AGREE TO NOTIFY ALL PERSONS AGAINST WHOM YOU HAVE AN ARBITRABLE CLAIM AND GIVE SUCH PERSONS THE OPPORTUNITY, INDIVIDUALLY AND AS A GROUP, TO PAY SUCH FEE. THE PROCEEDING AND THE DECISION SHALL BE KEPT CONFIDENTIAL BY THE PARTIES.

- (8) THE ARBITRATOR SHALL NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.
 - (9) THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.
 - (10) THE ARBITRATOR'S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.
 - (11) EXCEPT IN THE EVENT YOU OPT OUT OF THIS AGREEMENT TO ARBITRATE IN ACCORDANCE WITH SECTION 9(d), THIS AGREEMENT TO ARBITRATE WILL SURVIVE TERMINATION OF YOUR ACCESS TO OUR USE OF OUR OFFERINGS AND YOUR RELATIONSHIP WITH THE RELEASED PARTIES.
 - (12) EXCEPT FOR THE TYPES OF DISPUTES DESCRIBED IN SECTION 9(b)(2) ABOVE, ALL OTHER CHALLENGES TO THE VALIDITY AND APPLICABILITY OF THIS AGREEMENT TO ARBITRATE (*i.e.*, WHETHER A PARTICULAR CLAIM OR DISPUTE IS SUBJECT TO ARBITRATION) SHALL BE DETERMINED BY THE ARBITRATOR.
- (c) **Information About Arbitration.** Information on AAA and how to start arbitration can be found at <https://adr.org>. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. You will not be able to have a court or jury trial or participate in a class action nor class arbitration. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL AND THAT ANY DISPUTE WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR SIMILAR PROCEEDING.
- (d) **Opt-Out of Agreement to Arbitrate.** If you wish to opt-out of the agreement to arbitrate, within 45 days of the effective date of this EULA or when you first access or use our Offerings, whichever is later, you must send us a letter stating: "Request to Opt-Out of Agreement to Arbitrate" to:
- Singlewire Software, LLC
PO Box 46218
Madison, WI 53744
- (e) **Venue for Litigation.** If the agreement to arbitrate in Section 9(b) above is found unenforceable or to not apply for a given dispute, or if you opt-out of the agreement to arbitrate in accordance with Section 9(d), then, unless prohibited by applicable law, the proceedings must be brought exclusively in the United States District Court for the Eastern District of Wisconsin or the courts of the State of Wisconsin located in Milwaukee, Wisconsin, as appropriate. You also therefore agree

to submit to the personal jurisdiction of each of these courts for the purposes of litigating such claims or disputes and you hereby waive your right to a jury trial, waive your right to initiate or participate in a class or collective action, and agree to remain bound by any and all limitations of liability and damages included in this EULA.

- (f) **Prevailing Party.** In any arbitration proceeding or litigation, as applicable, between you and the Released Parties in connection with this EULA, your access to or use of our Offerings, or your dealings with the Released Parties in connection therewith, the prevailing party will be entitled to receive from the other party, in addition to all other damages to which it may be entitled, the costs incurred by such the prevailing party in conducting such arbitration or litigation, as applicable, including, without limitation, reasonable attorneys' fees, expenses, and court costs.

10. Miscellaneous.

- (a) **Conflicts.** In the event of any conflict or inconsistency between the provisions of any Service Agreement, this EULA, and/or the Rules, the governing order of precedence shall be in the priority listed in this sentence.
- (b) **Governing Law and Forum.** This EULA will be governed by the laws of the State of Wisconsin without giving effect to any principles of conflicts of laws. Unless prohibited by applicable law and subject to the agreement to arbitrate set forth in Section 9(b), any and all claims or disputes arising from or relating in any way to the subject matter of this EULA or your access to or use of our Offerings or any Singlewire Materials must be brought exclusively in the United States District Court for the Eastern District of Wisconsin or the courts of the State of Wisconsin located in Milwaukee, Wisconsin, as appropriate. You also therefore, unless prohibited by applicable law, agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.
- (c) **Waiver of Trial by Jury.** YOU AND SINGLEWIRE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH KNOWINGLY, VOLUNTARILY, UNCONDITIONALLY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS EULA.
- (d) **Waiver and Cumulative Remedies.** No failure or delay by you or us in exercising any right under this EULA shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies you or we have under the applicable Services Agreements, at law or in equity.
- (e) **Survival.** The provisions of this EULA which by their nature are intended to survive the termination or cancellation of this EULA shall continue as valid and enforceable obligations notwithstanding any such termination or cancellation.
- (f) **Severability.** If any part of this EULA is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, any warranty disclaimers and limitations of liability set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this EULA shall continue in effect.

(g) Electronic Communications. The communications between you and Singlewire use electronic means. For contractual purposes, you: (1) consent to receive communications from us in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically, including, without limitation, the Service Agreements, satisfy any legal requirement that such communications would satisfy if they were provided in a hardcopy writing. The foregoing does not affect your non-waivable rights.

(h) Assignment. We reserve the right to transfer, assign, sublicense or pledge any or all of the Service Agreements, in whole or in part, to any person without notice to you, provided that any such assignment will be on the same terms or terms that are no less advantageous to you. You may not assign, sublicense, pledge or otherwise transfer in any manner whatsoever any of your rights or obligations under the Service Agreements.

11. Contact Us. If you have any questions concerning this EULA, please contact us at legal@singlewire.com.

Schedule A
Budget Adjustment FY 2024/2025

Increase appropriations:

45500-7400100000-532690	Lease & SBITA Principal Pymt	\$99,985
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Increase estimated revenues:

45500-7400100000-790600	Contrib Fr Other County Funds	\$99,985
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Decrease appropriations:

10000-1109000000-581000	EO-Approp for Contingency-General	\$99,985
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Anticipated Increase in Unassigned Fund Balance:

10000-1109000000-370100	Unassigned Fund Balance	\$99,985
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Increase appropriations:

10000-1101000000-551100	Contribution To Other Funds	\$99,985
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Anticipated Use of Unassigned Fund Balance:

10000-1101000000-370100	Unassigned Fund Balance	\$99,985
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