

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this 7th day of July, 2020 ("Effective Date") by and between Vesta Solutions, Inc., a California corporation ("Vesta Solutions"), located at 42505 Rio Nedo, Temecula, CA 92590, or its authorized reseller, and City of Redlands ("Customer"), located at 35 Cajon Street. Both Vesta Solutions and Customer may alternatively be referred to as a "Party" and collectively as the "Parties".

1. Definitions.

1.1 "Content" means the audio and visual information, Documentation, Software, products and services contained or made available to Customer in the course of using the Service.

1.2 "Customer Data" means any data, information or material that Customer submits to the Service in the course of using the Service.

1.3 "Documentation" means on-line material provided by Vesta Solutions or its authorized reseller to assist Customer in the use of the Service.

1.4 "Initial Service Term" means the period of time commencing on the online date for Services as set forth in the Customer Proposal #68453 ("Proposal") attached hereto and incorporated herein as Exhibit A. For the avoidance of doubt, the Initial Service Term shall mean the period of time commencing and ending as set forth in the timeline below:

From July 7, 2020 through December 31, 2020 (Year 1)

From January 1, 2021 through December 31, 2021 (Year 2)

1.5 "Vesta Solutions Technology" means the Vesta Solutions provided technology (including but not limited to Documentation, Software, hardware, equipment, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vesta Solutions in providing the Service.

1.6 "Software" means the application software programs and any updates, modifications and corrections thereto to which Vesta Solutions has granted access to Customer as part of the Service hereunder.

1.7 "Service" means the emergency notification system accessible via the Internet and all associated applications and modules identified in the Proposal and purchased by Customer and all ancillary online or offline products and services provided to Customer by Vesta Solutions hereafter.

1.8 "User" shall refer to Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied with user identifications and passwords by Customer.

2. Payment and Taxes.

2.1 Customer's Purchase. In consideration of the fees described herein, Vesta Solutions or its authorized reseller shall provide Customer with access to the Service as described herein and as governed by the terms and conditions of this Agreement, accepted Proposal, and incorporated documents. Additional services may be added by the Parties throughout the term of this Agreement through a subsequent proposal issued by Vesta Solutions, which may be accepted through Customer purchase order and shall be governed by the terms and conditions set forth under this Agreement.

2.2 Fees of Service. For the Initial Service Term, Customer will pay Vesta Solutions or its authorized reseller the amount set forth in the Proposal. Payment shall be made within thirty (30) days from the date of the invoice. License rights granted hereunder and Services shall automatically renew annually unless terminated by Customer's written notice to Vesta Solutions or its authorized reseller not less than ninety (90) days prior to the expiration of the then in effect term. Payment on the renewal invoice shall be due on or before the expiration of the current term.

2.3 Calling Minutes / SMS Messages. See Proposal.

2.4 Taxes. Customer will pay all taxes based on this Agreement or any product or services related thereto, excluding taxes based on Vesta Solutions' income, but including personal property taxes, if any. All shipping and insurance charges for products shipped between Vesta Solutions and Customer will be paid by Customer.

2.5 Late Charges. In addition to any other remedy available to Vesta Solutions, for a late payment by Customer, Customer shall pay a charge of 1.5% per month, or the maximum percentage permitted by applicable law, whichever is less, on any amount not paid when due.

3. License, Access and Use of the Service.

3.1 License: Vesta Solutions hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Vesta Solutions and its licensors.

3.2 Access: Customer and Vesta Solutions shall agree upon, prior to Customer's use of the Service, the offices and Users authorized to access the Service and such Users shall be identified in writing in advance by Customer. Customer may modify the Users of the Service by providing advance written notice to Vesta Solutions. Customer may authorize access for the number of simultaneous, concurrent Users of the Service at any given time. Passwords provided for Service access may be used only by authorized personnel. Neither Customer nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the Service. Customer shall be responsible for the confidentiality and security of its User identifications and passwords.

3.3 Customer Responsibilities: Customer is responsible for all activity occurring in its User accounts and shall abide by all applicable local, state, national and foreign law, treaties and regulations in connection with Customer's use of the Service, including but not limited to data privacy, security, international communications and the transmission of technical or personal data. Customer shall: (i) Prevent unauthorized access to the Service and notify Vesta Solutions immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Vesta Solutions immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) ensure that use of the Service by all of Customer's Users is in compliance with this Agreement.

3.4 Restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (vi) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including but not limited to Customer Data; (viii) attempt to gain unauthorized access to the Service or its related systems or networks; (ix) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

4. Customer Data. Vesta Solutions does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Vesta Solutions shall not be responsible or liable for the deletion, correction, destruction, damage loss or failure to store any Customer Data. Customer shall maintain a copy of all Customer Data. Customer is solely responsible for adherence to any privacy act or regulation regarding such Customer Data and Vesta Solutions will have no responsibility with respect to the same. Regarding any self-registration portal tool purchased or licensed by Customer through or with Vesta Solutions, Customer shall assume all duties, obligations and compliance with any applicable law regarding its use, including but not limited to the gathering, storage and dissemination of such Customer Data. Customer shall also be solely responsible for communicating any applicable notices or terms of use to its registrants. These duties and obligations are non-delegable by Customer to Vesta Solutions.

5. Privacy and Security; Disclosure. Vesta Solutions' Data Security and Encryption Policy and Hosting Center Policy are available upon Customer request. Vesta Solutions reserves the right to modify these policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Vesta Solutions may need to notify all Users of the Service of important announcements regarding the operation of the Service and will use Customer information for that purpose.

6. Training and Support Services

6.1 Training. Training, if purchased by Customer, will be reflected on the corresponding invoice.

6.2 Subject to the terms and conditions of this Agreement and provided that Customer pays all applicable fees related to the Service, Vesta Solutions shall provide Customer with support described in this Agreement and as more particularly described in Vesta Solutions' Technical Service Center Support Plan ("Support Plan") a copy of which may be viewed at <http://support.vestapublicsafety.com> and is incorporated herein by reference. Vesta Solutions reserves the right to modify the terms and conditions of the Technical Service Center Support Plan at any time, effective upon posting of an updated version. Customer is responsible for regularly reviewing the TSC Support Plan. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

7. Warranty.

7.1 Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Vesta Solutions represents and warrants that it will provide the Service in a manner consistent with general industry standard reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the online Vesta Solutions Documentation under normal use and circumstances. The Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service.

7.1.1 During the Initial Service Term, Vesta Solutions will provide such assistance as it deems reasonably necessary to cause the Vesta Solutions Service to perform materially in accordance with the then current Documentation provided that Customer's use is in accordance with this Agreement and the Documentation.

7.1.2 Customer's Remedy: CUSTOMER'S EXCLUSIVE REMEDY, AND VESTA SOLUTIONS ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR BREACH OF ANY OF THE ABOVE WARRANTIES WILL BE TO USE ITS COMMERCIALY REASONABLE EFFORTS TO PROVIDE A CORRECTION OR WORK AROUND FOR ANY MATERIAL NONCONFORMITY WHICH IS (i) REPORTED TO VESTA SOLUTIONS BY CUSTOMER WHILE VESTA SOLUTIONS IS OBLIGATED TO PERFORM SUPPORT SERVICES AND (ii) REPRODUCIBLE BY VESTA SOLUTIONS IN THE EXECUTION ENVIRONMENT.

7.2 Disclaimer of Warranties. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. VESTA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. VESTA SOLUTIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF THE VESTA SOLUTIONS SERVICE IS USED IN EMERGENCY SITUATIONS, THEN THE SERVICE IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. VESTA SOLUTIONS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE VESTA SOLUTIONS SERVICE TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

7.3 The warranties in this Section 7 will not apply to any defects or problems caused in whole or part by (i) defects in any equipment, (ii) failure of any portion of equipment to function in accordance with manufacturer's specifications, (iii) modifications or enhancements made to the Service by anyone other than Vesta Solutions, (iv) any software, hardware, firmware, peripheral or communication devices used with the Service not provided by or approved of in writing by Vesta Solutions, (v) failure of Customer or any third party to follow Vesta Solutions' most current instructions for proper use of the Service, (vi) negligence of Customer or any third party, or (vii) failure to install and use the updates, modifications and corrections provided by Vesta Solutions. If Customer falls within any of the foregoing exceptions and requests Vesta Solutions to provide support services for such defect or problem, Customer will pay Vesta Solutions for such services at Vesta Solutions' then current hourly rate.

7.4 Intellectual Property, Trademark and Copyright. Vesta Solutions retains ownership of the Software and Service, any portions or copies thereof, and all rights therein. Vesta Solutions reserves all rights not expressly granted to Customer. This Agreement does not grant Customer 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 Software, Service and Documentation and any copies thereof 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 Service is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Customer no rights to use such Content.

8. Limitation of Liability. IN NO EVENT WILL VESTA SOLUTIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. VESTA SOLUTIONS' TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO VESTA SOLUTIONS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Confidentiality. A Party receiving Information (defined below) of the other will not disclose such Information other than to persons in its organization who have a need to know and who will be required to comply with this Section 9. The Party receiving Information will not use such Information for a purpose inconsistent with the terms of this Agreement. "Information" means the Software, Documentation and all information and intellectual property related thereto (including, but not limited to all databases provided to Customer by Vesta Solutions whether created by Vesta Solutions or its third party licensors such as, without limitation, the mapping product databases) as well as information related to the business of Vesta Solutions or Customer. Information will not include: (i) information publicly known prior to disclosure; (ii) information coming into the lawful possession of the recipient without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to the Party whose information is to be disclosed. Each Party will exercise at least the same degree of care to safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary confidential information, but not less than a reasonable degree of care.

10. Infringement Indemnity. With the exception of any third party software, hardware or equipment that may be provided under this Agreement, Vesta Solutions agrees to hold Customer harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Vesta Solutions software purchased hereunder and Vesta Solutions further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against Customer under any such claim or action. Vesta Solutions shall be released from the foregoing obligation unless Customer provides Vesta Solutions with (i) written notice within fifteen (15) days of the date Customer first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Vesta Solutions believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by Customer as contemplated herein, Vesta Solutions will, at its sole option and expense, either (a) procure for Customer the right to use the infringing software as provided herein or (b) replace the infringing software with noninfringing, functionally equivalent products, or (c) suitably modify the infringing software 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 therefor. 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 RIGHT BY THE SOFTWARE.

11. Injunctive Relief. Each Party acknowledges that a violation or threatened violation by it of Section 9 hereof would result in damage that is largely intangible but nonetheless real and that is incapable of complete remedy by award of damages. Thus, such violation or threatened violation will give the injured Party the right to a court-ordered

injunction to specifically enforce such covenant or obligation. The Party in violation of any such section shall pay as damages reasonable expenses, including but not limited to attorney fees, incurred in obtaining specific enforcement.

12. Customer Indemnification. Customer shall indemnify, defend and hold Vesta Solutions, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to a third party; (ii) a claim which if true, would constitute a violation by Customer of its representations and warranties contained herein; (iii) a claim arising from the breach by Customer of this Agreement, provided in any such case that Vesta Solutions (a) gives Customer timely written notice of the claim; and (b) provides Customer all available information and assistance. Customer shall not settle or compromise any such claim without Vesta Solutions' prior written consent.

13. Term. This Agreement will commence upon the Effective Date and shall continue until the end of the Initial Service Term as set forth in the Proposal. During the Initial Service Term, this Agreement shall not be terminable by Customer, except in instances of material breach (described below). Immediately following the Initial Service Term, this Agreement shall automatically renew for additional one (1) year terms ("Renewal Term") in accordance with Paragraph 2.2, above.

14. Termination.

14.1 Vesta Solutions may terminate this Agreement without further obligation or liability to Customer if:

14.1.1 Customer fails to timely pay any amounts due under this Agreement and fails to make such payments within ten (10) days of written notice from Vesta Solutions;

14.1.2 Customer commits any material breach of this Agreement and fails to remedy such breach within ten (10) days of written notice from Vesta Solutions; or

14.1.3 Customer becomes the subject of a petition in bankruptcy; is or becomes insolvent; or admits a general inability to pay its debts as they become due.

14.2 Customer may terminate this Agreement if Vesta Solutions commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice from Customer.

14.3 Upon termination or expiration of this Agreement, Customer shall be prohibited from further use of the Service and shall promptly return copies of any Documentation in its possession, if any, to Vesta Solutions. All amounts owed to Vesta Solutions, including but not limited to amounts due for setup services provided by Vesta Solutions, shall be immediately due and payable, and Vesta Solutions will cease performance of all obligations hereunder without liability to Customer. Sections 8, 9, 10, 11, 12, 14.3, 16 and 21 will survive termination or expiration. Upon termination, Customer shall have sixty (60) days to notify Vesta Solutions if it opts to have Customer Data returned by Vesta Solutions at the expense of Customer. In the event termination is due to Customer's failure to pay all fees due hereunder, Vesta Solutions reserves the right to withhold return of Customer Data until paid in full. If Customer does not contact Vesta Solutions during such 60 day timeframe and/or all fees are not paid current during that timeframe, Vesta Solutions may destroy the Customer Data. Vesta Solutions has no obligation to provide transition services in connection with Customer's election to utilize an alternative vendor.

15. Local Laws and Export Control. The Service utilizes Software and Technology that may be subject to United States export controls administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, Customer Data, Software, Documentation or Vesta Solutions Technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service Customer represents and warrants that is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to strictly comply with all U.S export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15. C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Vesta Solutions and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses this Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the Customer Data, Vesta Solutions Technology and/or Content contrary to United States law is strictly prohibited.

16. [OMITTED]

17. Assignment. Neither this Agreement nor any rights or duties hereunder may be transferred, assigned, sublicensed or otherwise disposed of by Customer to a third party, by operation of law or otherwise, without Vesta Solutions' prior written consent. Notwithstanding the foregoing, Vesta Solutions may assign its interests to a parent or affiliate company in the event of sale or merger of its assets so long as the acquiring entity agrees to assume all of Vesta Solutions' duties and obligations hereunder.

18. Partial Invalidity. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

19. [OMITTED].

20. Notice. All notices and other communications required or contemplated herein will be in writing and delivered either by (i) personal delivery on the date of delivery; (ii) expedited messenger service; (iii) postage prepaid return receipt requested certified mail; or (iv) by electronic mail, at the addresses written below or such other address as the intended recipient previously has designated by written notice to the sender.

If to the Customer:

Danielle Garcia
City of Redlands
35 Cajon Street
P.O. Box 3005
Redlands, CA 92373
dgarcia@cityofredlands.org
(909) 798-7507

If to Vesta Solutions:

Chris Leonard
Motorola Solutions, Inc.
105 West Park Drive, STE 200
Brentwood, TN 37027
Chris.leonard@motorolasolutions.com
(615)947-8390

21. Governing Law. This Agreement will be governed exclusively by the laws of the State of California, without regard to its conflict of laws provisions. All Parties agree that venue regarding any action arising hereunder will be exclusively in San Bernardino County, California.

22. Third Party Beneficiaries. None of the provisions of this Agreement is intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

23. Independent Contractors. The relationship of the Parties hereunder will be one of independent contractors and not that of a franchise, joint venture or employer. Neither Party will have, and neither of them will represent to any other person that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both Parties.

24. Entire Agreement. This Agreement and its schedules constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede and cancel all prior agreements between the Parties, written, oral or implied

with respect to the subject matter hereof. The terms of any customer-provided purchase order or invoice concerning any product or Service provided hereunder will not serve to replace, modify or supersede the terms of this Agreement. The terms of this Agreement shall prevail for any and all purposes.

25. Headings. Headings are included in this Agreement for convenience only and are not to be deemed to be part of this Agreement. The interpretation of this Agreement will not be affected by any heading herein.

26. Force Majeure. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of Vesta Solutions prevents Vesta Solutions from performing in accordance with the terms of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as such conditions prevail. VESTA SOLUTIONS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VESTA SOLUTIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR SUCH DELAY, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

27. Marketing. Customer hereby provides its consent to be identified as a customer in sales announcements or other marketing material generated by Vesta Solutions from time to time during the term of this Agreement.

28. 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.

29. Insurance and Indemnification.

29.1 The following insurance coverage required by this agreement shall be maintained by Vesta Solutions for the duration of its performance of the Services. Vesta Solutions shall not perform any Services unless and until the required insurance listed below is obtained by Vesta Solutions. Vesta Solutions shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Vesta Solutions is self-insured or exempt from the workers' compensation laws of the State of California. Vesta Solutions shall execute and provide City with Exhibit "B" entitled "Worker's Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.

B. Commercial General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be included as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Automobile Liability coverage, with required limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Vesta Solutions owned vehicles used in connection with Vesta Solution's provision of the Services, hired and non-owned vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

D. Vesta Solutions is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Vesta Solutions shall add such assignee or subcontractor as an additional insured to the insurance policies require hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

29.2 Vesta Solutions shall defend, indemnify, and hold harmless City and its elected officials, employees, and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Vesta Solutions, or its officers, employees and agents in performing the Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

CITY OF REDLANDS

By: Charles M. Duggan
Charles M. Duggan, City Manager

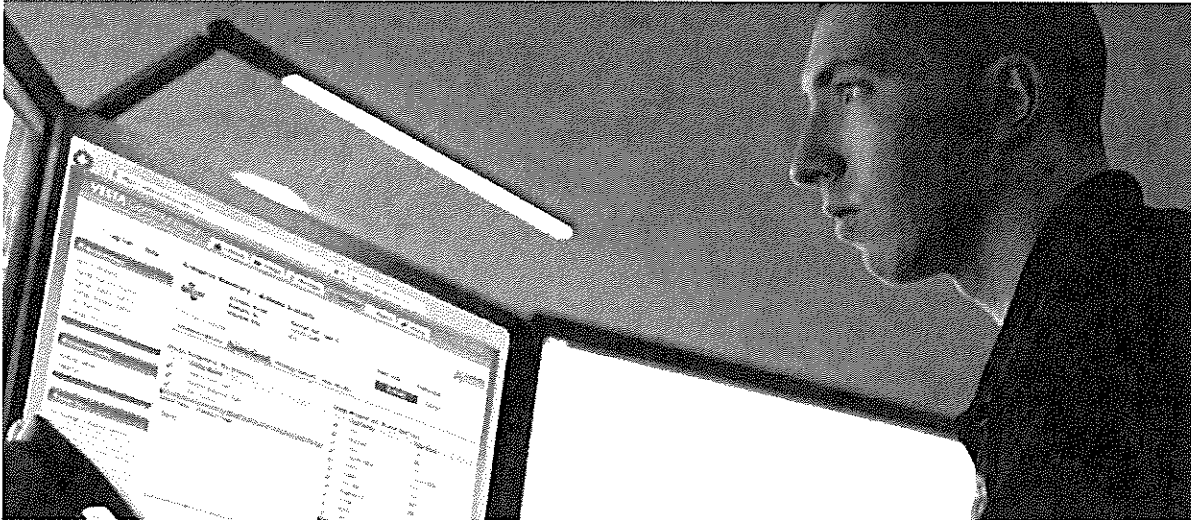
VESTA SOLUTIONS, INC.

DocuSigned by:
Michael Anderson
By: B9761B487D6B410...
Michael Anderson, National Sale Director

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

EXHIBIT A
(Customer Proposal)



VESTA® Alert

VESTA® Communicator

**PROPOSAL FOR
REDLANDS PD.**

1/7/20





January 7th 2020

Danielle Garcia

Ref: Proposal #58453

Dear Danielle,

Motorola Solutions is committed to helping people be their best in the moments that matter. We appreciate the opportunity to propose our industry renowned Notification Solutions and Services (NSS).

To meet the communications needs of the Redlands PD., we are providing this proposal for the continuation of services provided by the company's web-based solutions, the VESTA® Communicator and VESTA® Alert solutions, in the hosted environment. Through the technology's use, your organization gains unprecedented calling capacity for reaching recipients, while eliminating costs and maintenance associated with on-site hardware and phone lines.

This offer shall remain valid for 120 days from the date of this Proposal.

We thank you for the opportunity to furnish Redlands PD. with critical emergency notification technology. Our goal is to provide you with the best solutions and services available in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me.

Best regards,

Chris Leonard
Regional Account Manager
Chris.Leonard@MotorolaSolutions.com
m: 615.947.8390
Motorola Solutions, Inc.

Vesta Solutions, Inc. 105 Westpark Drive Suite 200, Brentwood, TN U S A. VestaPublicSafety.com
Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U S A. MotorolaSolutions.com



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1. OVERVIEW

Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, is committed to helping people be their best in the moments that matter. We appreciate the opportunity to propose our industry renowned Notification Solutions and Services (NSS).

Throughout our history, we have engineered premise-based and hosted platforms to consistently perform in situations impacting operational resiliency and personal safety. Our solutions are scalable in design, supporting simple to highly complex communications and budgets of every size. As a result, thousands of public and private sector clients worldwide look to us for the experience, choice and performance essential to executing their rapid notification strategies.

Experience. With almost 30 years in the industry, our growing list of clients speaks volumes toward the integrity and commitment of Vesta Solutions, and demonstrates our continued investment in people, business processes, applications and global presence. Other key points include:

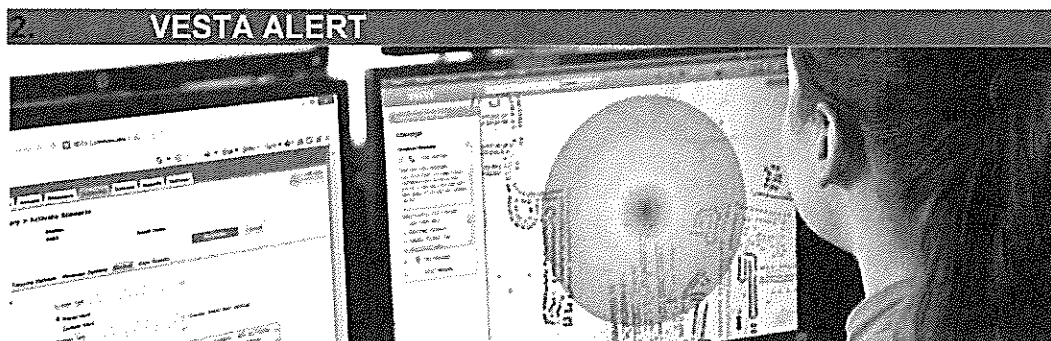
- Highly diverse customer community spanning multiple industries, including defense, security, finance, healthcare, utility, retail, oil and chemical, as well as public safety and government
- Detailed knowledge and integration with commonly used incident management tools, databases and technologies
- Thorough understanding of emerging communications standards, alerting protocols and emergency notification pitfalls

Choice. Only Vesta Solutions offers discrete deployment options adaptable to any environment or operational need, yet fully engineered to support the unique communications needs of our clients. Our broad range of offerings, coupled with invaluable customer input, allows us to be active consultants in the design, deployment and support of our notification solutions and services.

- Premise-based, hosted (SaaS model) and hybrid platforms
- List- and map-based applications
- API integration with various applications, databases and/or technologies
- Complete scalability across jurisdictions or through public-private partnerships

Performance. Vesta Solutions' Notification Solutions and Services have proven secure and reliable in the most extreme situations. Our people, systems and business processes help organizations to reduce risk, shorten recovery time, maintain public confidence and enhance regulatory compliance. Their success drives our ongoing development efforts and customer service initiatives, allowing us to continually raise the bar in the notification industry.

- Security-hardened offerings; passing of rigorous vulnerability assessments
- Multiple Tier III, geographically dispersed and SSAE 16 (formerly SAS 70) certified data centers
- ISO 9001:2015 certified organization



VESTA® Alert is a highly intuitive map-based solution that quickly and accurately identifies an area at risk to rapidly deliver critical information to the impacted population. The intuitive, easy-to-use interface can reduce costly training time for public safety organizations.

Citizens must be able to rely on Public Safety officials to notify them of dangerous and in some instances life-threatening events. Public Safety officials must be able to rely on a sophisticated yet easily managed solution to notify the community at a moment's notice.

The VESTA Alert solution from Vesta Solutions does just that. Map-based and optimized for population warning and mass notification, this state-of-the-art solution delivers citizens and public safety officials a system they can rely on with the quality and reliability that Public Safety has come to expect from the VESTA® portfolio.

EASY TO USE AND MANAGE

One of the most attractive features of the VESTA Alert solution is the fact that it is extremely intuitive and easy to use. Users can quickly and accurately identify the area at risk and issue an alert.

The intuitive user interface reduces costly training time. Once you open your web browser and sign-in to the secure web-portal, you are connected to the robust map-based application displaying your local geographical area. You can immediately begin the tasks you need to get done - whether that includes planning or initiating a notification, drawing notification zones for future use or checking on a status of existing notification.



EFFECTIVE, RESPONSIVE AND DETAILED

The VESTA Alert solution is highly responsive and offers a rich mapping experience. Users can quickly navigate using detailed street level maps and overlay high-quality aerial imagery and easily pan, zoom, search and navigate the map using a variety of mapping tools. The solution delivers the software through secure web browser-based access, which eliminates the need to install software locally or download a large GIS data set to each user's computer.

MASSCALL® CAPABILITY

The VESTA Alert solution includes our MassCall® service, a state-of-the-art telecommunications network that provides the capability to generate hundreds of thousands of calls per hour. This service can also automatically detect and deliver messages to telecommunications devices (TTY/TDD). Moreover, MassCall can customize a Caller ID for your organization, making calls appear to come directly from you and increasing the likelihood recipients will answer.

INTEGRATION WITH EXISTING VESTA NOTIFICATION PRODUCTS

The VESTA Alert solution integrates seamlessly with other Vesta Solutions products including the VESTA Communicator solution, to send and receive messages to phone, email and text devices and our Self-Registration Portal (SRP), where citizens can self-subscribe to alerts ensuring they receive notifications.

VESTA ALERT CAN BE DEPLOYED IN ONE OF THREE OPTIONS.

1. As on premise, with VESTA Communicator, where all server hardware is installed at your location. If you choose this option, Vesta Solutions can provide a local or hosted back-up service.
2. As software-as-a-service (SaaS), where all hardware is located in the Vesta Solutions' secure data centers.
3. As a fully dedicated SaaS solution, where all server hardware is dedicated to your account and hosted in the Vesta Solutions' secure data centers.

KEY BENEFITS

- Fast, accurate notifications
- IPAWS capability including sending messages to Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), Non-Weather Emergency Message (NWEM), COG-to-COG
- IPAWS Alert areas for VESTA Alert notifications
- Weather Alerts displayed on the map; can be used as the basis for a Notification
- Hazmat ERG - Notification areas can be defined using a Hazmat ERG tool based on the latest Emergency Response Guide
- Self-Registration Portal (SRP) integration - Registrants from the SRP are automatically updated within the VESTA Alert application
- MassCall service that provides the capability to generate hundreds of thousands of calls per hour
- ArcGIS Server 10.2 – VESTA Alert solution is based on ArcGIS Server and can consume customer-provided ArcGIS Server map services

A black and white photograph showing the back of a person's head and shoulders as they look at a computer monitor. The monitor displays a website with a sidebar on the left and a main content area. In the main content area, there is a prominent 'ALERT!' box with a circular icon containing a cross. Below the alert, there is text that reads: 'AD RETROFIT IN 10 MINUTES OR LESS. PROTECTED TO A NO-CURE WARRANTY AND A 100% HONORABLE GUARANTEE.' At the bottom of the alert box, there is a 'DISMISS' button. The website's header includes a navigation menu with items like 'Home', 'About', 'Services', 'Contact', and 'FAQ'. The overall scene suggests a user interacting with a web application that provides critical alerts.

Only the VESTA Communicator solution possesses the speed and intelligence required to mobilize groups of any size or type. The application easily fills positions based on specified criteria such as skill, certification and availability. It also integrates with third-party tools and databases through a simple yet robust Application Programming Interface (API).

[illegible]



4. INSTALLATION, SUPPORT AND TRAINING

Vesta Solutions provides a variety of resources to assist you in the successful use of your emergency notification solution, to include:

INSTALLATION

- Assignment of project manager to successfully lead installation and coordination of your solution deployment
- Guidance and project coordination/planning to ensure the solution is configured to function correctly within your infrastructure
- Premise-based configurations include on-site installation and readiness testing by technicians
- Assistance with importing of data and creation of initial notification scenarios

SUPPORT

- Multi-tier Technical Services Help Desk made up of a team of full-time professionals, dedicated to providing the highest level of technical support
- 24/7 telephone support (including Business Hours and After Hours on-call for emergencies) plus Business Hours Email and select Chat Support
- Includes software upgrades/updates as released by Vesta Solutions' Quality Assurance team (dependent on deployment option)
- Newsletters and information on Vesta Solutions products and services
- Technical website available at Support.VESTAPublicSafety.com providing access to manuals, best practices, tips and tricks and more

TRAINING

Vesta Solutions offers a variety of training options, covering all topics necessary for optimum system performance and meeting any scheduling need.

- In-house: In this two-and-a-half-day course held at Vesta Solutions' Brentwood TN location, subject matter experts will guide users on how to can comfortably share ideas and network, exploring best practices for utilizing the technology within their operations.
- On-site: Clients can elect to have an experienced member of the training team come to your location, providing flexibility for multiple teams/shifts to take part and accommodating the most demanding of schedules.
- Web-based: This option enables you to take part in real-time, instructor-led training specific to your organization and needs.
- Computer-based: Through Vesta Solutions' online Learning Management System (LMS), you can view recorded training sessions at your convenience



5. PRICING

Solution: VESTA Alert and VESTA NXT

Includes:

- Map and List Based Notification
 - WEB DMS
- Customized Self Registration Portal (VESTA Alert) – US English
 - Collection of Cell Phone Numbers, VOIP, Emails, etc.
 - Automatically Geocodes Registrants
- Unlimited Emails
- Unlimited Universal Calling Minutes & SMS Messages Annually*
- Mass Call
- Survey and Custom Reports
- Notification methods: Phone, Email, Pager
- Hosting Setup and Installation
- 24/7/365 technical support, including access to support portal
- (2) 3 day Class in Brentwood Tn.
 - Annual Web Based Training included with renewal
 - Computer Based Training (CBT's)

TERM: 2 Years

Annual cost: **Year 1:** \$10,600

Year 2: \$10,600

Please note that on March 7, 2018 Motorola Solutions, Inc. completed its acquisition of Airbus DS Communications, Inc.'s parent company, Plant Holdings, Inc. That same day, Airbus DS Communications, Inc. changed its name to Vesta Solutions, Inc. All new contracts and purchase orders should bear the name of Vesta Solutions, Inc.

EXHIBIT B

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

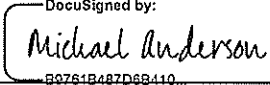
 x I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

 I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

VESTA SOLUTIONS, INC

Date: 7/10/2020

By: 
Michael Anderson, National Sale Director