



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name	LE_Flagstaff Police Department_AZ	CustID	0623-04791
Contact Name	Collin Seay	Created Date	9/11/2026
Phone	928-679-4083	Quote Number	00011521
Email	cseay@flagstaffaz.gov	Expiration Date	10/30/2026
Ship To Name	Flagstaff Police Department	Prepared By	Ryan Bray
VirTra STEP Annual Contract Offering		Phone	(480) 968-1488
		Extension	5012
		Email	rbray@virtra.com

VIRTRA, INC.

Subscription Training & Equipment Partnership (STEP) AGREEMENT

AGREEMENT: This STEP Agreement (the "Agreement") and the Exhibits attached hereto is made and entered by and between the organizations or entities set forth below to provide Customer with certain hardware, software, documentation, installation, training, maintenance, and support (collectively, the "VirTra Furnished Equipment" or "VFE").

CONTRACT PRICE SUMMARY:

Contract Initiation Payments (one time)

Setup & Training	\$8,500.00
S&H	\$3,250.00

Annual Recurring Payment

Annual Contract Rate	\$103,617.83
Tax	\$7,149.43

TERM: This Agreement will become effective upon the date the customer receives a substantial portion of the Services and VirTra Furnished Equipment listed on Exhibit D and services listed on the VFE Acceptance Checklist (Exhibit C) (the "Effective Date"). This Agreement shall remain in force for a period of twelve (12) months (the "Term") from the Effective Date. After the Term, this Agreement will be renewed for additional periods of twelve (12) months (each a "Renewal Term"), up to a total aggregated term of thirty-six (36) months. Total payment under this contract not to exceed: \$354,121.14

Exhibits: The following exhibits are incorporated herein by reference and form a material part of this Agreement.

Exhibit A: Subscription Training & Equipment Partnership (STEP) Terms and Conditions

Exhibit B: Maintenance and Support Agreement.

Exhibit C: VFE Acceptance Check List.

Exhibit D: Services, Equipment, and Annual Rate Summary

Exhibit E: CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS

Exhibit F: Certificate of Liability Insurance

The renewal price shall not exceed the greater of a 3% price escalation or the result as determined for the renewal month in the U.S. Department of Labor Inflation Calculator which may be found on <https://www.dol.gov/general/topic/statistics/inflation>

SIGNATURES: By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which



he/she acted, executed this Agreement.

FOR CUSTOMER

Signature: _____

Date: _____

Printed Name and Title: _____

FOR VIRTRA

Signature: _____

Date: _____

Printed Name and Title: _____

295 East Corporate Place Chandler, AZ 85225
(480) 968-1488

Exhibit A:

Subscription Training & Equipment Partnership (STEP) Terms and Conditions
[Revised 15 NOV 2024]

PRODUCTS AND SERVICES

VirTra agrees to provide the Customer with the VirTra Furnished Equipment (VFE) as enumerated in Exhibit D, including all licenses and services in accordance with the terms and conditions set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated herein. Employees and agents of VirTra shall, while on the premises of the Customer, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, VirTra shall be responsible for installation, training, and knowledge transfer activities in relation to the VFE and licenses being supplied, as set forth in Exhibit B of this Agreement. All equipment shall be delivered to Customer site as specified in the contract release purchase order, or if not so specified therein, as otherwise agreed by the parties in writing. Upon any termination or expiration of this Agreement, the VFE and all other related materials provided to Customer hereunder shall be returned to VirTra or, at VirTra's option, VirTra may arrange for pickup of the VFE and related materials. The VFE and related materials must be returned to VirTra in good repair and with full functionality, considering reasonable wear and tear. VirTra shall provide the VFE and perform work in a professional manner consistent with general industry standards.

COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

PRICING

Unless otherwise stated, prices shall be fixed for the first year of the Agreement, with increases in payments in subsequent years to be mutually agreed by the parties in writing. If any product listed in this Agreement is discontinued or upgraded prior to delivery, VirTra shall extend the same pricing towards a comparable replacement that is functionally equivalent or an upgraded version.

Exhibit D of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

MODIFICATION

No supplement, amendment, or modification of this Agreement or Contract, or any Purchase Order will be binding on either party unless it is in writing and signed by an authorized representative of each party.

SHIPPING AND RISK OF LOSS

VFE shall be packaged, marked, and otherwise prepared by VirTra in suitable containers in accordance with sound commercial practices. VirTra shall include an itemized packing list with each shipment and with each individual box or package shipped to the Customer. The packing list shall contain, without limitation,

the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by VirTra to the Customer will be F.O.B. point of destination. Transportation receipts, if required by contract release purchase order, must accompany invoice.

INSPECTION AND RELATED RIGHTS

All VFE and services are subject to inspection, testing, approval, and acceptance by the Customer. Inspection shall be made prior to execution of the VFE Acceptance Checklist, shown in Exhibit C. In the event that VirTra's VFE is not accepted by Customer due to a material breach by VirTra, VirTra shall be liable to remedy, repair, or replace the rejected VFE. The forgoing shall be the sole remedy in such cases. Customer's acceptance of the goods and services offered by VirTra hereunder shall be evidenced by an authorized signature on Installation Sign-off.

ADJUSTMENT BY VIRTRA

VirTra shall be entitled to an equitable adjustment of payments to be made by the Customer if the Customer requires a change in the VFE or services to be delivered.

PAYMENT

The Customer's standard payment term shall be Net 30, unless otherwise agreed to by the parties. Payment shall be due thirty (30) days from the date of receipt of each invoice issued hereunder. Invoices are prepared on an annual basis.

TERMINATION FOR CAUSE

Either party may terminate this Agreement or any contract release purchase order, in whole or in part, for a material breach of a material provision "Cause" upon written notice to the other party. In lieu of terminating for Cause, the non-defaulting party may, at its option, provide written notice specifying the cause for termination and allow the defaulting party ten (10) days (or other specified time period in the written notice) to cure. If, within ten (10) days (or other specified time) after such notice has been given, the defaulting party has not cured the default to the reasonable satisfaction of the non-defaulting party, or if the default cannot be reasonably cured within that time period, the non-defaulting party may terminate this Agreement at any time thereafter.

DISPUTES

The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transaction.

FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include; but not limited to, Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service, or governmental declaration of emergency or disaster if it affects a party.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use its best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that

reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

INSURANCE

At all times during the Term of this Agreement, VirTra shall maintain insurance coverage commensurate with VirTra's obligations and liabilities hereunder, but at no time will VirTra's insurance coverage fall below the limits set forth in Exhibit F.

LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

VirTra represents and warrants that all the VFE and software ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Right of use to the material and supplies accepted shall pass directly from VirTra to Customer at the F.O.B. point, subject to the right of Customer to reject upon inspection.

WARRANTY; MAINTENANCE

VirTra shall provide the warranty and maintenance services set forth in Exhibit B of this Agreement. Except as expressly set forth therein, VirTra shall have no other maintenance or support obligations. VirTra may offer VirTra Certified Refurbished parts.

SEVERABILITY

Should any part of the Agreement between Customer and VirTra or any purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by Customer. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the Customer so specifies.

HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein. The parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature.

NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this

Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Each party may designate their desired contact person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

CUSTOMER POINT OF CONTACT

Each party will identify a point of contact to facilitate the contractual relationship, be responsible and accountable for fulfilling the requirements under the Agreement. Updated contact information for each point of contact shall be provided to the other party from time to time, as necessary.

THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by an authorized representative, as evidenced by their signature as set forth in this Agreement.

DATA AND OWNERSHIP

All content generated or stored by the VFE that is related to the performance and activity of Customer personnel while using the content that is and shall be the sole and exclusive property of Customer. Customer acknowledges and agrees that the VFE provides certain content backup and verification features, and that preservation of the content is the sole and exclusive responsibility of Customer.

Customer hereby grants VirTra a license to the Content for purposes including, but not limited to, measuring VFE performance and function, VFE maintenance, calibration, data aggregation for tests, training results, measurements, etc.

CONFIDENTIAL INFORMATION

"Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation to a party or any of its affiliates or representatives by the other party. Neither party shall, without the other party's written permission, use or disclose Confidential Information other than in the performance of its obligations under this Agreement unless required by law. All Confidential Information shall remain the property of the party that developed or legally acquired the Confidential Information. Neither party shall acquire an ownership interest in the other party's Confidential Information by virtue of this Agreement.

LIMITATION OF LIABILITY

In no event will either party be liable to the other party for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

Notwithstanding anything to the contrary in any Purchase Order or elsewhere in any other document, in no event shall VirTra's cumulative liabilities for work performed under any resulting agreement exceed the amounts approved by VirTra's insurer for a claim validated by VirTra's insurer and covered by VirTra's insurance policy.

OWNERSHIP OF HARDWARE AND SOFTWARE

Except as expressly set forth herein, Customer acknowledges and agrees that all right, title, and interest in and to the VFE and or VFE (and the intellectual property rights associated therewith) provided to Customer under the terms and conditions of this Agreement shall, at all times, belong to VirTra or VirTra's partners, suppliers, and licensors. Nothing in this Agreement shall be construed or interpreted to confer any ownership interest in or to the VFE to Customer. Notwithstanding the foregoing, VirTra may, in VirTra's sole discretion, transfer ownership of the VFE to Customer provided, however, that no transfer of intellectual property shall be inferred by such a transfer and continued use of the VFE after transference is permitted only by means of a continuing license from VirTra.

TAXES

Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of the Customer, and Customer agrees to reimburse VirTra for all applicable taxes that Customer is required to collect, regardless of the tax amount being excluded from VirTra's quotes or Customer's Purchase Orders.

Customer must provide VirTra with a correct, valid, and signed tax exemption certificate applicable to the specific licenses and services purchased, relevant to the end use location, prior to VirTra invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of the Customer to pay all required taxes. Additionally, it will be Customer's responsibility to obtain any tax refunds permitted if VirTra has collected and remitted taxes to a taxing authority.

LICENSE GRANT

Subject to prompt receipt of full payment and the terms of this Agreement, VirTra hereby grants to Customer a non-exclusive, revocable license to use, at the specific location of the installation, the VirTra Furnished Equipment and software specified in Exhibit D. Customer must promptly notify VirTra in the event of a planned relocation of the equipment.

The Parties hereby incorporate Exhibit E, Customer's "CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS" as agreed terms by the Parties.

Exhibit B:

Maintenance and Support Agreement

During the term of the Agreement and provided that Customer in material compliance with the terms and conditions set forth in Exhibit A, VirTra includes the following maintenance and support at no additional charge.

Notwithstanding the foregoing, warranty and support may be excluded for any and all equipment damaged or destroyed by improper use or misuse in which case, additional charges may apply.

1. VirTra system technician on installation site one time during Plan Year to perform the following functions as needed and if applicable. Annual site visits only available on Contracts with the VirTra V-180 or V-300 Simulator Systems in Exhibit D.

-
- Upgrade VirTra Operating system (VOS) Features.
- Install new VirTra training scenarios.
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics.
- Clean Simulator Screens.
- Upgrade to most current base library.
- Recalibrate system.
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items.
- Test Threat-Fire® Devices for Proper Functionality.
- Test OC & TASER® Devices for Proper Functionality.
- Inspect & Test Speakers and Sound FX.
- Provide a List of Inspected Items Provide User Refresher Training.

2. Parts and Labor in the event of a non-functioning system or accessory.

3. Use of VirTra's Advance Replacement Program.

4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.

5. Travel expenses if a VirTra technician must travel to customer location.

6. Overnight Shipping on all replacement or repaired parts.

7. Remote Assistance where available.

VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. Customer will receive the most current base library at the time of their annual service visit. Not all training

scenarios may be compatible with Customer system and, accordingly, no guarantee of additional scenarios is provided. TASER® X26 blue handle units found to be defective will be replaced with laser sim cartridges and customer will be required to supply working TASER® handle. Limited Quantities and not available for all components.

Exhibit C: VFE Acceptance Checklist

- Initial Setup and Testing (Some items may not be applicable) Visually Inspect the system and Explain its Components
- Open each box/container and verify all items are accounted for Setup and Position Screen(s) and CPU Rack
- Layout Speakers, All Wiring and Balance all Sound Levels Install Training Platform (If Applicable)
- Install and Align all Projected Images and Camera Views Test all Weapon Kits and Wireless accessories
- Ensure all User Manuals are Correct for system & Accessories Instructional Training (***Some items may not be applicable) Explain Proper Maintenance and Environmental Conditions Explain the importance of Firearm Safety
- Explain and Demonstrate how to Install Weapon Kits
- Explain and Demonstrate how to properly Maintain Weapon Kits
- Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling Explain and Demonstrate how to Fill the Weapon Magazines
- Explain and Demonstrate how to Properly Boot Up and Shutdown the system Explain the functionality of Wake-On-LAN
- Explain and Demonstrate how to Run VOS™
- Explain the Different Scenario Types and how to run Each Type of Scenario Explain and Demonstrate how to Create Scenario Tags and Filters
- Explain and Demonstrate how to Create Scenario Playlists Explain and Demonstrate how to Add Scenario Favorites Explain and Demonstrate Proper Projector Alignment
- Explain and Demonstrate V-Tracking Camera Calibration through V-Tracking Tools Explain and Demonstrate how to use Diagnostics through V-Tracking Tools
- Explain Laser ID's vs Pulse Lengths
- Explain and Demonstrate how to Add a New Weapon Kit Explain and Demonstrate how to Enter a New Trainee
- Explain and Demonstrate how to assign Trainee's and Weapons Explain and Demonstrate how to Zero a Weapon
- Explain and Demonstrate Directional Surround Sound
- Explain and Demonstrate how to run and Configure VirTra Accessory Controller Explain and Demonstrate how to use VirTra Wireless Devices
- Explain and Demonstrate how to Run a Video Scenario Explain and Demonstrate Scenario Branching
- Explain and Demonstrate Scenario Debrief Explain and Demonstrate Presentation Mode
- Explain and Demonstrate Low-Light
- Explain and Demonstrate TMaR
- Explain and Demonstrate Breach Door
- Explain and Demonstrate how to Create a Marksmanship Trainee Set Explain and Demonstrate how to Boresight in Marksmanship
- Explain and Demonstrate how to Run a Free Fire Course in Marksmanship Explain and Demonstrate how to Run a Pre-built Course in Marksmanship Explain and Demonstrate how to Run Marksmanship Debrief
- Explain and Demonstrate how to Create and Import a Custom Target Explain and Demonstrate how to Create and Import a Custom Course of Fire Explain and Demonstrate how to use VirTra Remote Desktop
- Explain how to access VirTra Administration, including as an Administrator Explain all Icons and their functions of VirTra Administration
- Explain the Safety Precautions and Waiver Explain what consumable items are

- Explain the VirTra Warranty and Customer Service & Support Procedures Show client where manuals are located for system/accessories
- Explain and Demonstrate how to run V-Author®
- Explain and Demonstrate how to use the VirTra Pano Edit Tool (if applicable)
- Explain and Demonstrate how to Import a V-Author® Scenario (if applicable)
- Explain and Demonstrate how to Export a New V-Author® Scenario (if applicable)
- Explain and Demonstrate how to Author a Single Screen Scenario (if applicable)

Exhibit D: Services, VirTra Furnished Equipment and Annual Rate Summary

Product SKU	Product Code	Product Description	Quantity
7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current warranty, service or subscription plan.	1.00
2000307	V-300-4K-TC-PT	VirTra's V-300 4K ProTruss Package front-project simulator with TrackCam uses five (5) interconnected borderless screens to create fully immersive active engagements in a 300 degree environment. Comes with complete skill drills, marksmanship and video scenario library, six (6) computers, and multi-directional audio/projection equipment, ProTruss system, cabling and wiring system. APEX data collection, analytics, and reporting.	1.00
4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	2.00
4010403	V-M4-SM	VirTra engineered, refillable, double seal, standard magazine. One refill station (V-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	2.00
4001702	V-G17G5-KIT-1	Glock 17 (Gen 5) Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	2.00
4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	1.00
4001706	V-G17-SM	Additional Standard magazine for use with the V-G17 recoil kits.	4.00
5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	1.00
4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	1.00
4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	1.00
5000409	VLSI-SHG	Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.	1.00
5000403	VLSI-40MM-LSR	40MM laser based sponge round for use with tube launchers.	1.00
1003-10067	V-TAS-T10	TASER® 10 Simulation Handle and Magazine. Operates with VirTra Simulations.	2.00
5000700	V-TMAR	Trainee monitor and recording (TMaR). Camera and cables for real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1.00

Exhibit E

CITY OF FLAGSTAFF REQUIRED TERMS AND CONDITIONS

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

These terms and conditions replace and supersede any conflicting terms in this Agreement.

1. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).
2. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.
3. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as “confidential,” the City will endeavor to notify Contractor prior to release of such information.
4. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
5. **FORCED LABOR OF ETHNIC UYGHURS:** Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People’s Republic of China as defined in A.R.S. § 35-394, et seq.



Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lovitt & Touché A Marsh and McLennan Agency, LLC 8605 E. Raintree Drive, Suite 200 Scottsdale AZ 85260		CONTACT NAME: Christine Torrance PHONE (A/C, No, Ext): 602-792-2322 E-MAIL ADDRESS: christine.torrance@marshmma.com		FAX (A/C, No): 602-956-2258
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Company		20281
INSURED VirTra, Inc. 295 E. Corporate Place Chandler AZ 85225		VIRTSYS-C2		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 900436133

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	35916537	4/11/2026	4/11/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73577294	4/11/2026	4/11/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79871478	4/11/2026	4/11/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	71765122	11/18/2025	11/18/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Auto Physical Damage			73577294	4/11/2026	4/11/2027	Hired Auto Comp Ded \$1000 Hired Auto Coll Ded \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured as respects general liability coverage and if required in a written contract, subject to all policy terms, conditions, definitions and exclusions. General Liability coverage is primary and non-contributory if required by written contract. Waiver of Subrogation applies to the general liability if required in a written contract.

Waiver of Subrogation applies to Workers' Compensation if required in a written contract.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.