

SERVICES AGREEMENT
(Not Construction Related)
 BETWEEN THE CITY OF GLENDALE
 AND
 GENASYS INC.

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Genasys Inc., a Delaware Corporation, ("Consultant") as of the 6th day of September, 2024 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates three years from the effective date.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$84,645.00 as specifically detailed in **Exhibit C** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable

amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result

in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 **Representatives.**
 - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Genasys Inc.
c/o Ashley Morgan
16262 W. Bernardo Dr.
San Diego, CA 92127

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Chris Briggs, Police Chief
Attn: Glendale Police Department
6835 N. 57th Drive
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy

and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 The term of this Agreement commences upon the effective date and continues for a three-year period. There are no extensions or renewals available exception as provided below.
- 15.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Compensation

[Signatures on following page.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Genasys Inc.,
a Delaware corporation



By: Dennis Klahn
Its: Authorized Signer

EXHIBIT A
Services Agreement

PROJECT

See Terms of Service for Genasys Inc. for Evertel communicaitons platform.

Address civil unrest with LRAD and CONNECT. Find out how Albuquerque, NM is protecting people in a new on-demand webinar.

[LRAD](#)[Software](#)[Industries](#)[Investors](#)[Company](#)[Support](#)[CITIZEN SITE](#)[PLATFORM LOGIN](#)[Contact](#)

Evertel

Terms of Service

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using our services, including the Evertel mobile application (the "Service"/"Our Services") operated by Evertel Technologies, LLC ("Us", "We", or "Our").

Last updated: October 18, 2022

These Terms of Service describe your rights and responsibilities when using Evertel's communications platform and related software, services and collaboration tools, including, without limitation, the Evertel mobile application (the "Service"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By using the Services, you accept and agree to be bound and abide by these Terms of Service and our [Privacy Policy](#). These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

The Parties

You may be a Customer or a User. Customers are Agencies or third parties that have contracted with Us to provide a workroom or workgroup. Users are parties that our Customers have authorized or validated to access workroom(s). Unless otherwise indicated, the terms "You" both Customers and Users. If you are not an authorized user of a Customer, you are not a User and you may not use the Service under any circumstance.

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Customers

Customers (and the Users that they authorize) may only use our Services by paying for Our Services (the "Fees"), which Fees must be paid according to Our payment terms. If a Customer does not timely pay our Fees, We have the right to immediately terminate the Customer's access and use of Our Services (and all Users which Customer has authorized).

Term and License

Each Customer (and their Users) has the right to utilize Our Services for the period of time for which Our Fees are paid, or until either Customer requests termination of Our Services or we terminate our Services to You for violation of Our Policies (the "Term"). During the Term, Users may access Our Services via Customer-approved browser-enabled devices and each User has a limited, non-exclusive license to download the Evertel™ mobile application onto Customer-approved electronic device(s) for use in accessing Our Services.

If Customer violates the Policies, We have the right to terminate Customer's (and Customer's Users) access and use of Our Services (including the Evertel mobile application). As a User, the Customer that authorized Your access may terminate your access to Our Services, such as based upon a violation of its policies. All provisions of the Terms which by their nature should survive termination shall survive termination.

Other Policies and Changes to Policies

You agree to adhere to any terms, conditions, policies or other notices of Us, including any [privacy policy](#), our [Data Security Policies](#), and our [Service Level Agreement](#) (the "Policies"), and any Master Services Agreement entered into by You and Us. In the event of a conflict between these Terms of Service and a Master Services Agreement between you and us, the Master Services Agreement shall control with respect to such terms. As a User, you agree to adhere to all terms of use or other policies of the Customer who has authorized your access to the Service. As a User, you agree that Customer is solely responsible for informing You of any Customer policies or t [Learn More](#) to Our Services, to obtain or grant any rights for You to access Services, and resolve any dispute you may have regarding Our Services.

We reserve the right, at our sole discretion, to modify or replace the Policies, including these Terms, at any time (including changing Our Fees and the scope of Our Services). If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Content

Our Service allows You to post, link, store, share and otherwise make available text, graphics, audio, videos and other information ("Content"). You are responsible for all Content and the Content remains owned by You and is under Your access and control. You bestow and grant Us a perpetual, non-exclusive license of sufficient scope to allow Us to carry out the necessary functions of our Services (including but not limited to the right to store (including for back-up purposes), replicate and distribute, the Content).

From time to time we may disseminate proprietary messages or information to You. Any such information is meant to stay with You and within the Services (including the Evertel™ mobile app) only and should not be shared.

As further detailed in Our separate Data Security Policies, the following provisions apply to You and Your Content:

Access and Use of Content

You are solely responsible for monitoring Your Content, including the use and access thereof by Your Users. You are responsible for establishing incident response capabilities in the event You believe Your Content has been lost or stolen or is being accessed by an unauthorized third party, and You will immediately notify Us of any such events.

Access to Your Content is controlled by a unique Customer access code, which code is used to control User access to Your Content. You are responsible for protecting the secrecy of this code so as to ensure that only authorized parties are able to access Your Content. You will notify us immediately in the event the code is lost or falls into the possession of any unauthorized parties.

Our Service (including Your Content) may contain links to third-party websites or services that are not owned or controlled by Us. We have r
assume no responsibility for, the content, privacy policies,
third-party websites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss

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caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such web sites or services.

Data Retention

You are solely responsible for compliance with all federal, state, and local requirements relating to the retention of records/data that may apply to your Content.

Your Content is available for You to download, including to Your own server(s), at any time.

At any time, You may complete and send to us Our formal written request (the "Data Deletion Request") that We delete all or specific portions of Your Content associated with Our Service. Upon receiving the Request, We will endeavor to transfer to You a copy of the Content that You have asked that We delete within forty-eight(48) hours and We will then delete the requested Content and no longer retain a copy thereof.

Upon termination of Our Services, unless requested earlier by You, We will retain one or more backup copies of Your Content for a period of one (1) year, and thereafter We will transfer a copy of Your Content to You and then delete the Content and no longer retain a copy thereof (if You request such during the one (1) year period, We will endeavor to transfer a copy of Your Content to You in forty-eight (48) hours and then delete the Content after such transfer).

You agree to create archival copies or backup copies of all Data. You hereby expressly acknowledge that the Services are not intended to be a data backup service, and agree not to use the Services as a data backup service.

CJIS Policies

Relative to Our Services, We will make reasonable efforts to facilitate Your compliance with applicable federal, state, and local data, transmit, storage, and handling requirements, including the rules and regulations of the Criminal Justice Information Services Division (CJIS) of the FBI (including the latest CJIS Security Policy). However, it is ultimately Your responsibility to ensure compliance with all such requirements and You acknowledge that using our services does not make You CJIS compliant and You agree to ensure compliance by ensuring that appropriate data exchange agreements are in place. These

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Terms and Our Data Security Policies outline the data protection roles, responsibilities, and data ownership of Your Content.

The CJIS Security Addendum is a uniform addendum to an agreement between a government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal justice information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information is consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require.

We have incorporated the CJIS Security Addendum by reference into all Evertel Master Services Agreements and these Terms of Service service contracts. The CJIS Security Addendum may be found at Appendix H to the CJIS Information Services Security Policy.

Other Matters

Our Policies, including these Terms, shall be construed as having been entered into by You in the State of Nevada and shall be interpreted in accordance with the laws of the State of Nevada. You consent to the exclusive jurisdiction of the courts located in Clark County, Nevada, for any legal action arising out of or relating to Our Policies and Our Services. The parties agree that the prevailing party in any legal action shall be entitled to recover its reasonable costs and attorney's fees.

You agree that Your use of Our Services will not violate any law or the rights of any third party, including but not limited to the intellectual property rights or privacy rights of any third party. You agree to indemnify and hold Us harmless against any actions, damages, or any claims whatsoever which arise from or relate to any such violation or alleged violation.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EVTEL DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, EVTEL HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE EVTEL SERVICES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL

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WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT IT IS COMPLIANT WITH ALL LAWS AND REGULATIONS APPLICABLE TO CUSTOMER, AND EVERTEL MAKES NO REPRESENTATION OR WARRANTY AS TO CUSTOMER'S COMPLIANCE WITH SUCH LAWS OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE CRIMINAL JUSTICE INFORMATION SERVICES SECURITY POLICY (CJIS). SEE the Evertel CJIS Compliance Matrix (<https://www.getevertel.com/wp-content/uploads/Evertel-CJIS-Compliance-Matrix-and-Responsibilities.pdf?x95296>) for specific security policies and practices for Evertel and its compliance with the CJIS Security Policy.

EXCEPT AS OTHERWISE AGREED, IN NO EVENT DO WE HAVE ANY LIABILITY TO YOU FOR ANY DAMAGES, WHETHER SUCH ARE INDIRECT, SPECIAL, OR OF OTHER TYPES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY (AND WHETHER RELATING TO OR DUE TO LOSSES, DEATH, INJURY TO PERSON OR REPUTATION, OR OTHER EVENTS), WHETHER ARISING FROM OR RELATING TO THE USE OF OUR SERVICES OR THE INABILITY TO USE OUR SERVICES (WHETHER ARISING FROM OR RELATING TO: 1) THE USE OF ANY OF THE CONTENT OR THE INABILITY TO ACCESS CONTENT, 2) THE ACCURACY OR INACCURACY OF ANY CONTENT, 3) THE POSTING OR THE FAILURE TO POST CONTENT), AND/OR 4) ANY OTHER REASON.)

The Services support logins using two-factor authentication ("2FA"), which is known to reduce the risk of unauthorized use of or access to the Services. We therefore will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of 2FA. Additionally, Customer is responsible for all login credentials, including usernames and passwords, for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section do not limit the risks under this Contract between the parties, and the [Learn More](#) these limitations in determining whether to enter into this Contract and the pricing for the Services.

Contact Us

If you have any questions about these Terms, please contact us at support@getevertel.com

Ready for LRAD & Genasys Protect?

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1-855-GENASYS (436-2797) U.S. only



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Public Safety

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ALERT
CONNECT
EVAC

GENASYS LRAD

LRAD Solutions

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Investor Relations

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Last Name *

Email *

SUBMIT

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EXHIBIT B
Services Agreement

SCOPE OF WORK

Three-years of license subscription for the Evertel communications platform for 475 Police Department mobile devices.

EXHIBIT C
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$84,645.00.

DETAILED PROJECT COMPENSATION

The annual cost for service will be \$25,650 for a total cost of \$76,950 for three years of service. The must not exceed amount of \$84,645 which includes estimated taxes.

QUOTATION COPY

16262 W. Bernardo Dr.
San Diego, CA 92127

Contact: Ashley Morgan
Telephone: 706.215.4479

Bill to:
City of Glendale, AZ
5850 West Glendale Avenue, Glendale, AZ,
85301, United States

Number: Q-13264
Date: Jul 16, 2024
Quotation Expires: Jul 31, 2024
Contract Term (Yrs): 3
Subscription Start Date: Sep 6, 2024
Subscription End Date: Sep 5, 2027

Customer Contact:
Michaelanne Acree
macree@glendaleaz.com
623.930.3101

System Licenses

Feature #	Product Description	Qty.	Unit MSRP	MSRP Discount	Net Price/Unit	Annual Net Price
GP-CONNECT	Genasys CONNECT formerly Evertel	475	\$72.00	25%	\$54.00	\$25,650.00


Annual Recurring Subscription Fees: **\$25,650.00**

Annual Recurring Cost for Term	\$25,650.00
Total Discount	\$25,650.00
Total Value	\$76,950.00

This quote is a renewal of system licenses for 3 year(s).

It is agreed that any additional Genasys Protect products purchased after the effective date of this agreement are due upon receipt of the invoice. Any added product subscription licenses will be priced and invoiced on a coterminous annual basis and maintain the original contractual expiration date of this Genasys Protect System or any subsequent renewal expiration date as extended. Any additional Genasys Protect professional services purchased will be invoiced after delivery of services.

By signing this quote, customer agrees to the terms and conditions of this quote, including the terms of the linked SaaS Services Agreement <https://genasys.com/evertel-terms-of-service/> listed in this quote, which terms are incorporated herein by reference. customer acknowledges that it has received and reviewed the terms of such an agreement.

Genasys, Inc.	
Name	Dennis Klahn
Title	CFO
Signature	
Date	8/20/24

City of Glendale, AZ	
Name	
Title	
Signature	
Date	





QUOTATION COPY

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Name	Dennis Klahn
Title	CFO
Signature	
Date	8/20/24

City of Glendale, AZ	
Name	
Title	
Signature	
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