

**VESTA® NEXT PORTFOLIO
MASTER SERVICE AGREEMENT**

This Master Service Agreement (hereinafter "MSA") is made as of the date last written below (hereinafter "Effective Date") between Sarasota County, a political subdivision of the State of Florida, with its principal place of business located at 1660 Ringling Blvd., Sarasota, FL 34236 (hereinafter "County") and Vesta Solutions, Inc., a California corporation, with offices at 42555 Rio Nedo, Temecula, CA 92590 (hereinafter "Vesta Solutions").

Recitals

WHEREAS, Vesta Solutions is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

WHEREAS, County desires to acquire certain services ("Services") from Vesta Solutions;

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

Terms and Conditions

1. **Scope of MSA.** This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments ("SOA"), and applicable Vesta Solutions tariff(s) or price lists ("Tariff"), set forth the terms and conditions governing the purchase of Services by County.
2. **Service Order Agreement (SOA).** In connection with a specific project ("Project") for the purchase of Services, a SOA shall be prepared by Vesta Solutions, with the cooperation of County. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.
3. **Service Support Plan.** Vesta Solutions agrees to provide certain support services ("Support Services") as further described in Exhibit A, attached hereto, in connection with County's purchase of Services ("Service Support Plan"). The Support Services Plan attached as Exhibit A is a template. The final form of the Support Services Plan shall be finalized following execution of the Agreement and incorporated by reference into the Agreement. The Support Services may be subject to change at Vesta Solutions' sole discretion; provided, however, any changes to the Support Services will not result in a material reduction in the level of services provided to County.
4. **Order of Precedence in the Event of Conflict.** Notwithstanding anything to the contrary in this MSA, in the event of any conflict or inconsistency among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) this MSA; (iii) the Service Support Plan, and (iv) the Vesta Solutions applicable Tariff at <http://www.vestapublicsafety.com/misc/tariffs.php>. Vesta Solutions may modify its Tariff(s) from time to time, and any modification shall be binding upon County as provided in the applicable Tariff. Notwithstanding anything to the contrary in the Tariff, the County shall not indemnify Vesta Solutions for its own negligence or wrongful acts. However, if Vesta Solutions makes any changes to the applicable Tariff (other than to Governmental Charges) that affect County in a material and adverse manner, County may discontinue the affected portion of the Services without liability by providing Vesta Solutions with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving County's discontinuance notice, Vesta Solutions agrees to remove the material adverse effect on County. County may enroll to receive email notifications of Tariff changes by sending an email request to Vesta.CustomerInquiry@motorolasolutions.com.
5. **Rates and Charges; Governmental Charges; Taxes and Fees.** County agrees to pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable SOA. If County

purchases any Services after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this MSA, County and Vesta Solutions shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA, County shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Vesta Solutions (if any); (b) Governmental Charges (as defined below); and (c) charges related to County premises equipment or extended wiring to or at County premises. Vesta Solutions shall give the County notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 22** herein or by other reasonable means. Vesta Solutions may add or adjust rates, charges, and fees in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to third parties in support of statutory or regulatory programs ("Governmental Charges"). Unless otherwise specified, prices in any SOA do not include applicable federal, state, or local sales tax, transportation tax, or other tax or fees required to be imposed upon the items ordered by reason of their sale or delivery. Such tax, if any, shall be charged and listed as separate items on the invoice unless County furnishes Vesta Solutions applicable tax-exemption certificates.

6. Payment. Invoicing and payment shall be made in accordance with the applicable SOA. Vesta Solutions shall provide County with invoices detailing all amounts due under the applicable SOA. Invoices shall be sent to the address indicated on the purchase order on a monthly basis for those specific products and services as described in the applicable SOA that were provided during that invoicing period. Vesta Solutions' invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. Vesta Solutions is responsible for providing all necessary documentation that may be required by the County. The County shall pay Vesta Solutions through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vesta Solutions' invoice and written approval of same by the County's Administrative Agent indicating that the products and services have been provided in conformity with this Agreement.

7. Term of MSA. This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall renew and continue upon written approval from the Parties for additional five (5) year terms ("Extended Term"). The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term.

8. Termination of MSA.

A. For Cause. Either party may terminate this MSA upon ten days prior written notice, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31st calendar day.

B. Termination for Convenience. Subject to the terms of **Section 8(E)** below, County may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with **Section 21** herein.

C. Termination by Mutual Agreement. This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon thirty (30) calendar days prior written notice, County notifies Vesta Solutions that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Vesta Solutions and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

D. Effect of Termination or Expiration. In the event of termination of this MSA or SOA, Vesta Solutions shall be entitled to payment for Services received by County prior to termination of this MSA and delivered and/or rendered, as applicable.

E. Termination Charges. If County terminates this MSA or a SOA for failure to obtain appropriation or budget funding pursuant to the terms of **Section 11** entitled "Appropriation: Funding," County shall have no further liability under this MSA except as otherwise provided in **Section 11**. If: (a) County chooses early termination of this MSA or a SOA, or (b) Vesta Solutions terminates this MSA for Cause (as provided in **Section 8(A)**), then County shall pay to Vesta Solutions, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA for the period remaining in the applicable Term. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

9. Quotes and Orders. This MSA shall not be construed as a purchase order for any Services. Whenever County desires a quote from Vesta Solutions regarding the purchase of Services, County shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If County desires to purchase the Services identified in a quote, County shall sign a SOA. Upon a fully executed SOA and issuance of a Purchase Order by County, Vesta Solutions shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

During the Initial Term, the County shall pay Vesta Solutions in accordance with the terms and conditions of this Agreement a total amount not to exceed Three Million Three Hundred Eighty-Three Thousand, One Hundred Eighty Seven Dollars and Sixty Cents (\$3,383,187.60) for the Services provided hereunder. The County's Administrative Agent may approve SOAs.

10. Notice of Service Interruption or Disconnection. Vesta Solutions shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Vesta Solutions may interrupt Service with notice as necessary to protect the security and proper operation of Vesta Solutions' or County's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. County shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

11. Appropriations; Funding. In the event the Board of County Commissioners fails to appropriate funding for the Services, County may terminate the Services without liability for the termination charges set forth in this MSA. In the event of such non-appropriation, County and Vesta Solutions will negotiate in good faith to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate an amount that the County believes could be appropriated. Should such negotiations not lead to a mutually agreed amendment, County must provide Vesta Solutions with as much written notice as reasonably possible of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If County terminates this MSA and/or an SOA under this Section, County agrees it shall pay all amounts due for any costs incurred and services rendered and/or accepted or delivered up to and including the date of termination.

12. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR

COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET COUNTY'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN VESTA SOLUTIONS' PRIVACY POLICY (AS PROVIDED IN [HTTPS://WWW.MOTOROLASOLUTIONS.COM/EN_US/ABOUT/PRIVACY-POLICY.HTML#PRIVACYSTATEMENT](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement) AND INCORPORATED HEREIN, VESTA SOLUTIONS HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR COUNTY'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY VESTA SOLUTIONS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND COUNTY MAY NOT RELY ON SUCH INFORMATION.

13. **Limitation of Liability.** IN NO EVENT SHALL VESTA SOLUTIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR ALL SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED TWELVE (12) MONTHS OF COUNTY'S MONTHLY RECURRING CHARGES FOR THE PERIOD IMMEDIATELY PRECEDING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF COUNTY'S SERVICE IS INTERRUPTED, VESTA SOLUTIONS' LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. COUNTY AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT VESTA SOLUTIONS' LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL VESTA SOLUTIONS BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND VESTA SOLUTIONS' REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS, OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. VESTA SOLUTIONS IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF COUNTY IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO VESTA SOLUTIONS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

14. **General Indemnity.** Vesta Solutions shall indemnify County from any claim against County for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or negligent act or omission of Vesta Solutions, its employees, agents or subcontractors; provided that County provides Vesta Solutions with (i) written notice within thirty (30) calendar days of the date County first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof, except that the County must approve any admission of fault by County; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

15. **Vesta Solutions-Provided and Owned Equipment.** Any equipment provided and owned by Vesta Solutions and installed on County's premises (such as the Channel Service Unit/Data Service Unit, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Vesta Solutions. The equipment shall remain in good condition, less normal wear and tear. Vesta Solutions shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of County or its employees, agents, or contractors, in which case County shall reimburse Vesta Solutions for the cost of any necessary repairs or replacement of the equipment as mutually agreed upon by Vesta Solutions and the County. County shall provide Vesta Solutions reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Vesta Solutions does not have access to County's premises within thirty (30) calendar days after County terminates this MSA, or if Vesta Solutions requests County to return the equipment and County does not return the equipment within thirty (30) calendar days of termination, County shall reimburse Vesta Solutions for the full purchase price of the

equipment. County shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, County shall be responsible for the cost to replace the equipment. For the avoidance of doubt, County is responsible for maintaining all equipment on its premises not provided and/or owned by Vesta Solutions and ensuring such equipment is compatible with Vesta Solutions' network.

16. Confidentiality and Nondisclosure.

A. Confidential Information. By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customer and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. Confidential Information shall be marked as such, or if disclosed orally or visually, it must be identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing party within 15 days after such disclosure specifically identifying that portion of information that is Confidential Information. Vesta Solutions shall limit disclosure of its Confidential Information to the minimum necessary to provide products and Services. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to its directors, officers, Affiliates, employees, consultants, contractors, and advisors with a demonstrable need to know such Confidential Information ("Permitted Personnel"). "Affiliates" shall mean another entity that directly or indirectly controls, is controlled by, or is under common control with the party in question. The parties shall be responsible for any breach of this MSA by any of their Permitted Personnel and each party agrees, at its sole expense, to take all reasonable measures to restrain its Permitted Personnel from prohibited or unauthorized disclosure or use of the Confidential Information. Vesta Solutions understands that County is subject to Florida Public records laws, and unless exempt, Confidential Information is subject to disclosure pursuant to a public records request. This Agreement is not Confidential Information.

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

c. IF VESTA SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VESTA SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Sarasota County Public Records office

1660 Ringling Blvd.

Sarasota, FL 34236

Phone: 941-861-5886 Email: publicrecords@scgov.net.

17. County Consent to Use of County Proprietary Network Information ("CPNI"). Vesta Solutions acknowledges that it has a duty, and County has a right, under federal and/or state law to protect the confidentiality of County's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services County purchases from Vesta Solutions and made available to Vesta Solutions solely by virtue of County's relationship with Vesta Solutions. With County consent, Vesta Solutions may share County CPNI and other Confidential Information among its Affiliates, agents, and contractors so that all may use this information to offer County the full range of products and services offered by Vesta Solutions and its Affiliates. By signing this MSA, County consents to Vesta Solutions using and disclosing County CPNI as described above. County may refuse CPNI consent by signing this MSA and by notifying Vesta Solutions in writing at Vesta.CustomerInquiry@motorolasolutions.com of County's decision to withhold County's consent to use CPNI. County's consent or refusal to consent shall remain valid until County otherwise advises Vesta Solutions. County's refusal to consent shall not affect Vesta Solutions' provision of Services to County.

17.1 Vesta Solutions shall protect the confidentiality of County CPNI in accordance with applicable laws, rules and regulations. Vesta Solutions may access, use, and disclose County CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

17.2 Vesta Solutions may provide County CPNI to Authorized County Representatives (as defined below) via any means authorized by Vesta Solutions that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the County's email address(es) of record (if any) or other email addresses furnished by Authorized County Representatives; to the County's telephone number(s) of record or other telephone numbers provided by Authorized County Representatives; to the County's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized County Representatives; or via Vesta Solutions' on-line County portal or other on-line communication mechanism.

17.3 Authorized County Representatives include County employees, County agents, or County contractors, other than Vesta Solutions, who have existing relationships on behalf of County with Vesta Solutions customer service, account, or other Vesta Solutions representatives and all other persons authorized in written notice(s) (including email) from County to Vesta Solutions. Authorized County Representatives shall remain such until County notifies Vesta Solutions in writing that they are no longer Authorized County Representatives as described below. County agrees, and shall cause Authorized County Representatives, to abide by reasonable authentication and password procedures developed by Vesta Solutions in connection with disclosure of County CPNI to Authorized County Representatives.

17.4 County's notices of authorization or deauthorization must be sent to Vesta Solutions, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of County whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

18. Compliance with Applicable Laws.

18.1 Vesta Solutions shall comply with all applicable federal, state and local laws and regulations in providing the Services.

18.2 Vesta Solutions agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

18.3 Vesta Solutions is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Vesta Solutions Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Vesta Solutions by County, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Vesta Solutions by County, all rules, regulations, and procedures to which an employee of County would be subject while performing similar activities on County's premises to the extent that the Authorized Vesta Solutions Representatives are performing work on County's premises.

18.4 §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Vesta Solutions certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Vesta Solutions to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Vesta Solutions is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria, unless authorized by law.

18.5. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.6. Vesta Solutions shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement that it keeps in the ordinary course of its business operations which shall be available and accessible at the Vesta Solutions' offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five fiscal years (from October to September) after completion of the services. Nothing contained in this section requires Vesta to create new records that it does not already keep in the ordinary course of its business.

18.7 Beginning January 1, 2021, Vesta Solutions is required to comply with §448.095, F.S., and register and use the E-Verify system for all new hires. In accordance with §448.095, F.S., the County shall terminate this Agreement with Vesta Solutions where the County has a good faith belief that the Vesta Solutions has knowingly violated §448.09(1), F.S. In that event, the County shall not contract with Vesta Solutions for at least one year after such termination.

18.8 CJIS. All persons working under this Agreement must be Criminal Justice Information Service (CJIS) cleared by the Sarasota County Sheriff's Office five days before being allowed to work on any County property pursuant to the Secure CJIS Facilities Addendum attached hereto and incorporated herein. Vesta Solutions will provide background checks through third party private agencies licensed to provide background checks. These background checks must be provided to the local contact person to be forwarded to the Sheriff. Vesta Solutions will not charge the County for providing or having the third-party private agency's conduct the background checks. Vesta Solutions shall be required to fill out such forms as required for security clearances by Sarasota County Sheriff's Department. No Vesta Solutions employee will be allowed to work on County property until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working on County property. The 9-1-1 Coordinator will dictate security clearance. Security policies may change over the course of this Agreement and Vesta Solutions is expected to meet these changing requirements and any associated costs.

19. Cooperative Purchasing. A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Vesta Solutions have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

20. Insurance. Vesta Solutions shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vesta Solutions, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vesta Solutions under this Agreement.

Insurance requirements itemized in this Agreement and required of Vesta shall extend to all subcontractors to cover their operations performed under this Agreement. Vesta shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Agreement shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

Vesta shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Vesta Solutions shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Agreement prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, Vesta Solutions will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. Commercial General Liability: Vesta Solutions shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement. Vesta Solutions agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.

B. Professional Liability (Technology Errors & Omissions And Network Security/Privacy Liability): Vesta Solutions shall maintain Technology Errors & Omissions and Network Security/Privacy Liability, or equivalent insurance, with limits of not less than \$1,000,000.00 per claim/occurrence for professional services rendered in accordance with this Agreement. Coverage shall include, but not be limited to, technology errors and omissions to cover both liability and property loss exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Vesta Solutions, or any person employed by Vesta Solutions. Coverage shall also include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; violation of any federal, state or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; notification and crisis management costs, credit monitoring and regulatory defense; disclosure of any third party's proprietary information including, infringement of intellectual property, except patent and trade secrets and liability for interruption of County or any third party's business including, without limitation, claims for loss of use and loss of profits. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Agreement; b. Vesta Solutions shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Agreement is made, or provide evidence showing Vesta Solutions has obtained a two-year extended reporting period endorsement.

C. Business Automobile Liability: Vesta Solutions shall maintain Business Automobile Liability insurance with limits not less than \$1,000,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Agreement. In the event Vesta Solutions does not own automobiles, Vesta Solutions shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If Vesta Solutions is shipping a product via common carrier, Vesta Solutions shall be responsible for any loss or damage sustained in delivery/transit.

21. Force Majeure. Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

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

Vesta's Representative:

County's Administrative Agent:

Name: Dan Bornstein
Title: Senior Account Manager
- Florida

Name: Sally Lawrence
Title: 911 Coordinator

Address:	P.O. Box 9007 42555 Rio Nedo Temecula, CA 92589	Address:	6050 Porter Way Sarasota, FL 34232
Telephone:	951-401-1744	Telephone:	941-861-5931
Facsimile:	N/A	Facsimile:	N/A
E-mail:	Dan.bornstein@motorola solutions.com	E-Mail:	slawrence@scgov.net

23. Amendment or Waiver. No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced, except that amendments and modifications require the signature of both parties, and submitted pursuant to **Section 22**. For purposes of this **Section 23**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

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

25. Governing Law, Dispute Resolution. The validity, performance, and all matters relating to this MSA or SOA and any amendment associated therewith shall be governed by the laws of the State of Florida without reference to conflicts of law principles.

25.1. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

25.2. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

25.3. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

25.4. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

25.5. Unless otherwise agreed in writing, Vesta Solutions shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

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

27. Authority. Each party hereto represents that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf

have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

28. Survival of Provisions. The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

29. Entire Agreement. This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by County and Vesta Solutions.

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

31. Counterparts. This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above.

IN WITNESS WHEREOF, the County and Vesta Solutions have executed this MSA as of the date last below written.

WITNESS:

Vesta Solutions, Inc.

Signed By: Asha Vincent-Jorgensen

Signed By: KR B

Print Name: Asha Vincent-Jorgensen

Print Name: KENNETH REY

Title: VP of Sales

Date: 12-20-2020

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: Jonathan R. Lewis

Jonathan R. Lewis
County Administrator

Date: 12/21/2020

Executed by the County Administrator pursuant to
motion of the Board of County Commissioners at
the December 8, 2020 Board meeting

Approved as to form and correctness:

By: [Signature]
County Attorney