

## 1. INFORMATION

<b>Customer Name:</b>	City of Corpus Christi, TX
<b>Order Effective Date:</b>	Latest date signed below.
<b>Initial Term:</b>	<ul style="list-style-type: none"> <li>Commencing on Order Effective Date</li> <li>Ending 36 months after Acceptance of the first Service listed below.</li> </ul>
<b>Renewal Terms:</b>	Two automatic 12 month renewals unless notice of termination is given by either party at least 90 days before expiration of the then-current term.
<b>Governing Agreement:</b>	Agreement for Services of even date herewith

## 2. SERVICE DESCRIPTION

Intrado Inc. ("Intrado") will provide the following services ("Services") as described in the attached or referenced Service Guide(s), at the prices stated in this Service Order ("Order"). Customer will fulfill its responsibilities stated in the Service Guide(s). The Service Guide(s) may also describe Optional Services not included in the standard Services, which Customer may purchase at this time or by completing a future service order, all at the prices stated herein (if applicable).

### 2.1 Purchased Services

Service	Service Guide
A9-1-1 <sup>®</sup> Location Data Management	Location Data Management Service Guide Ver. 2014.06.02
	Shared Services Guide Ver. 2014.03.14

### 2.2 Optional Services

Optional Services Purchased with this Order	Service Guide
PS/ALI	n/a. See Section 2.2.1 below

#### 2.2.1 PS/ALI Services

Customer may opt for PS/ALI Services for Customer owned TNs only. With PS/ALI services, Customer will be able to maintain detailed location information within the ALI database for each of their users making a 9-1-1 call from a Multi-line Telephone System (e.g. PBX).

Two options are offered. Customer will be able to submit and manage MLTS records either via Service Order Input (SOI) or via a secure web based application accessed following authentication via the Intrado portal. The Intrado web-based PS/ALI application will allow Customer to insert and change records and to correct validation errors. Customer will also be able to upload and submit SOI files and download errors and statistics files using the Intrado File Transfer Tool accessed through the Intrado Portal (UI) or through the Intrado file management system.

Up to 5 hours of professional services are included with Customer's account set-up to cover informal training on the connectivity options, the web-based PS/ALI application, and processes. Additional professional services may also be purchased to obtain Intrado DIU analyst assistance with data clean-up.

### 2.3 Out of Scope Services

Customer requests for services outside of the Service Guide(s) or this Order will require a separate change order executed by the parties.

## 3. PRICING

### 3.1 Fees

The following are the fee(s) and payment schedule for the Services listed in Section 2 above. Fees apply to all Customer PSAPs and for all TNs.

Service	One Time Fee ("OTF")	Monthly Recurring Fee ("MRF")
Implementation Services	\$27,151	
A9-1-1 Location Data Management		\$4,732.00
Network Monitoring and Maintenance		\$468.00
Network Connectivity	\$803.25	\$2,089.31
<b>Total</b>	<b>\$27,954.25</b>	<b>\$7,289.31</b>

### 3.2 Pricing Notes

- If applicable, OTFs will be invoiced on the Order Effective Date.
- MRFs will commence as of the date of Acceptance of each Service (see Section 4.4 below). MRFs will commence as of the date of Acceptance of the Service. The MRF(s) will be prorated on a 30 calendar day month for the first MRF fee invoice billing.
- The MRF is a minimum MRF. Any additional TN's above 104,000 will be charged at \$.0455 per TN for Location Data Management and \$.0045 per TN for Network Monitoring and Maintenance.
- The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- Intrado will determine if it is necessary to go on-site to repair a problem with the Services. For premise visits requested by Customer, fees will apply at the above professional services rate, including travel time, with a two hour minimum, during Intrado local business hours (8am-5pm, M-F, excluding Intrado-observed holidays), with additional rates if the visit extends before or after these hours.
- Optional PS/ALI ALI Services
  - MRC – PS/ALI TNs will be charged at \$.0455 per TN for Location Data Management and \$.0045 per TN for Network Monitoring and Maintenance. This rate will be applied to existing PS/ALI accounts beginning the first month following the PS/ALI initial load.
  - Non-recurring charge ("NRC") (Initial Load Set-up Charge) - based on the total number of PS/ALI records to be initially loaded, the rate is provided in the PS/ALI NRC Price Chart (Table 1 below) and applicable to new PS/ALI service requests initiated during the Initial and any additional renewal terms. Notwithstanding anything to the contrary herein, the PS/ALI NRC is a one-time charge for account initiation and setup. Billing for PS/ALI NRC shall occur the first month following receipt of Customer's PS/ALI service request.
    - The NRC covers the following:

- Program Management assistance in support of account initiation, provided remotely;
- Product support via telephone for initial account setup as required; and
- One Secure ID token (a security password device used to enable an individual user to log into Intrado's system via internet connection for the purpose of updating PS/ALI records).

PS/ALI NRC ALI record Scale (Initial Load Set-up Charge)	NRC
< 100	\$500.00
100 – 250	\$600.00
251 – 500	\$900.00
501 – 1,000	\$1,000.00
1,001 – 3,000	\$1,250.00
3,001 – 5,000	\$1,500.00
5,001 – 10,000	\$2,000.00
10,001 – 20,000	\$2,500.00
20,001 and up	\$2,600.00

**Table 1: PS/ALI NRC Price Chart**

- Additional PS/ALI Services: Additional PS/ALI services and pricing are provided below (Table 2).

Description	Price
Change of Setup: Direct to Premier or Premier to Direct NRE	\$575.00
Program Management Professional Services (additional support, other consulting)	\$150.00/hour
Additional or replacement Secure ID tokens	\$75.00

**Table 2: Additional PS/ALI Services Price Chart**

## 4. SERVICE SPECIFIC TERMS

### 4.1 Configuration

The pricing above includes up to the following configuration:

#### 9-1-1 ALI Steering Supported

ALI Steering for Wireline calls will be supported between the Customer's PSAPs and any other PSAPs served by the Intrado ALI database systems.

### 4.2 Network Connectivity

Intrado will provide and install redundant MPLS connectivity and network communications equipment from Intrado's A9-1-1 Location Database Management network to the Intrado Point of Interconnect ("POI") located at the Customer's hosted CPE location(s). Intrado will provide necessary back-office routers and LAN switches to facilitate this connectivity. This network may only be used by Customer in connection with the use of Intrado's Services.

### 4.3 Database Extracts

Upon request from the Customer, Intrado will provide Customer up to five extracts of the TN data their region on an annual basis at no additional cost. If additional extracts are required then professional services fees may apply.

### 4.4 Service Acceptance

Intrado will provide Customer with notice of availability of each Service. Acceptance of each Service ("Acceptance") will occur on the earliest of the following events: (1) Customer provides written notice of acceptance; (2) the Service is used, or is capable of being used, by Customer in a live environment, or (3) three calendar days pass after Intrado's notice of Service availability without receipt of a Customer notice of material defect.

### 4.5 Limited Exclusivity

Customer grants Intrado the exclusive right to provide the Services or similar services to Customer. Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so.

### 4.6 Service Level Terms

The parties agree to the service level terms attached as Schedule A.

## 5. ENTIRE AGREEMENT

This Order is made under the Governing Agreement first referenced above. This Order and its Appendices and referenced Service Guide(s), along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter, including any proposals or marketing materials. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Governing Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

CITY OF CORPUS CHRISTI, TX

INTRADO INC.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

Mary Hester  
\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed

**Schedule A**

<b><i>Requirement/SLA</i></b>	<b><i>Performance Measure</i></b>
Update File Processing	98% of all valid inputs received in update files will be available in the Location Record Database ("LRDB") within 24 hours.
Customer Change Requests	98% of Customer Change Requests submitted via 9-1-1 NET including Incorrect ALI ("ALI DRs"), TN Change Requests ("TN CRs"), MSAG changes ("MSAG CRs") and ESN Change Requests ("ESN CRs") will be worked or referred within one business day.
Redundant ALI Availability	Intrado's redundant ALI database system shall be 99.999% available to respond to ALI queries from Customers' PSAPs no less than 99.999% of each month, excluding approved scheduled maintenance downtime.
ALI Response Time	ALI query response time for a fixed location record provisioned in Intrado's ALI database systems shall average less than one second on a monthly basis.
PSAP Connectivity Monitoring Uptime	Intrado will provide Customer with incident monitoring services for a minimum of 99% of each month excluding scheduled upgrades and maintenance.
PSAP and Customer Network Failure Notification	Within 30 minutes upon verification of a total loss of connectivity between a PSAP and ALI database, Intrado will initiate a launch of an automated notification to affected PSAPs.
PS/ALI Load Files	Intrado will process the PS/ALI Initial Load File to the Location Record Database within five business days of receipt of a valid file from the Private Switch Provider.

This Agreement for Services (Government Customers) is between Intrado Inc. ("Intrado") and the customer signing below ("Customer"), dated as of the latest signature date ("Effective Date"). The parties may enter into orders or statements of work referencing this agreement (each, an "Order") describing the Intrado services ("Services"). "Agreement" means this Agreement for Services and all Orders. "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

**1 TERM:** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order.

### 2 PAYMENT

**2.1 Invoices:** Customer will pay the fees described in Orders. Intrado bills recurring fees monthly and non-recurring fees within 30 days of the Order effective date (except as specified in an Order). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Requested Services performed by Intrado before an Order effective date or outside the scope of the Order will be billed at Intrado's then-current rate (except as otherwise specified in an Order). Intrado will apply payments to the oldest outstanding invoice.

**2.2 Taxes:** Customer will bear all applicable taxes, duties, and other government charges relating to the Services (including applicable interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

**2.3 Termination:** Intrado's pricing is based on fees for the entire Order term. On early termination of an Order (except due to Intrado's default), Customer will pay for Services delivered and outstanding invoices, plus a termination fee equal to fees for the remaining Order term. "Recurring fees" will equal the greater of (a) monthly minimum fees, if any, stated in the Order, or (b) the average monthly fee for the six months before the notice of termination. Intrado has made pricing concessions based on the amount of recurring fees for the term of the Order, and the termination fees are a fair approximation of Intrado's damages, not a penalty.

**2.4 Late Payments:** Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit upon an adverse change in Customer's financial condition or payment record.

**2.5 Disputed Invoices:** Customer may withhold only good faith disputed amounts, not to exceed one month's recurring fees for the Service and will pay all other amounts when due. Customer must notify Intrado within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days.

**3 CONFIDENTIALITY:** Exhibit A – Confidentiality and FOIA applies to disclosure and use of confidential information exchanged under this Agreement and disclosures required by applicable freedom of information or public records laws.

### 4 LIMITED WARRANTY

**4.1 Warranty:** Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities. Except as provided in an Order, Services will be deemed accepted when performed. Intrado does not warrant products, equipment, hardware, or software used to provide the Services but not manufactured by Intrado. Upon request, Intrado will pass

through to Customer any applicable third party warranties to the extent permitted by such third party.

**4.2 Disclaimer:** EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY OR THAT THE SERVICES OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

**4.3 Customer Materials:** Customer will provide information reasonably requested by Intrado to perform the Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials, (b) the Customer Materials will be accurate, and (c) Intrado's use of the Customer Materials will not violate the rights of any third party.

### 5 LIMITATION OF LIABILITY

**5.1 Limitation:** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM.

**5.2 Application:** THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

**5.3 Time Limit:** ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

### 6 INDEMNIFICATION

**6.1 Intrado Indemnity:** Intrado will indemnify, defend and hold harmless Customer from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

**6.2 Customer Indemnity:** Except to the extent prohibited by applicable law, Customer will indemnify, defend and hold harmless Intrado, its Affiliates and their officers, directors, employees and agents from Claims (a) relating to the Customer Materials or a breach of the section titled Customer Materials; (b) relating to any Customer product or service; (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

**6.3 Procedures:** The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

**6.4 Immunity:** If applicable and to the extent not prohibited by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including but not limited to governmental or other immunity, indemnification, or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

**7 TERMINATION FOR DEFAULT:** If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure.

#### **8 INTELLECTUAL PROPERTY**

**8.1 Intrado IP:** Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Intrado grants Customer a non-exclusive, non-transferable license during the term to use the Intrado IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under Intrado IP. Intrado IP is Intrado's confidential information. Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

**8.2 Restrictions; Reservation of Rights:** Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access the Intrado IP and who are bound by law or written agreement to comply with Customer's duties under this Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

**9 ON-SITE SERVICES:** For any Services performed on Customer's premises, Customer will (a) provide appropriate facilities, access, furnishings, equipment, software, documentation, passwords and data; (b) maintain adequate security, safety, utilities, and environmental standards; and (c) reimburse Intrado for its reasonable out-of-pocket expenses, including coach class travel, business class lodging, automobile rental, and meals, unless otherwise provided in the Order. While on the other's premises, each party will comply with the other party's written security rules and regulations.

**10 INSURANCE:** Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's

liability insurance with limits of at least \$500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each party will designate the other party as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

#### **11 MISCELLANEOUS**

**11.1 Force Majeure:** Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers.

**11.2 Independent Contractors; Beneficiaries:** The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits Customer and Intrado only; there are no third party beneficiaries, including Customer's customers.

**11.3 Interpretation; Conflict; Severability "Including":** means including, without limitation. "Days" means calendar days. If any terms of this Agreement and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified or amended only in a writing signed by the parties.

**11.4 Assignment:** This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent.

**11.5 Applicable Law and Remedies:** This Agreement is governed by Colorado law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Section 3 or 8. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

**11.6 Compliance with Laws:** Each party has or will timely obtain all consents, licenses, permits and certificates required to

perform under this Agreement. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services. Intrado may cease or modify the Services or the terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Intrado's Code of Ethical Business Conduct located at [www.intrado.com/terms](http://www.intrado.com/terms)

**11.7 Advertising and Publicity:** Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech or publicity, without the other party's prior written consent, except that Intrado may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

**11.8 Affiliates; Changes:** Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Communications,

Inc. may provide regulated portions of the Services. Intrado may modify or improve Services during the term.

**11.9 Notices; Entire Agreement; Survival; Signature:** All notices must be in writing and delivered to the address below. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

CITY OF CORPUS CHRISTI, TX

INTRADO INC.

Authorized Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Mary Hester

Name \_\_\_\_\_

President

Title \_\_\_\_\_

Dated signed: \_\_\_\_\_

Title \_\_\_\_\_

Date signed: \_\_\_\_\_

**Address for Notices:**

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

**Address for Notices:**

1601 Dry Creek Dr.

Longmont, CO 80503

Attn: Legal Department, copy attn: Corporate Controller

Fax: 720-494-6600

Comment [c11]: Please fill in





**EXHIBIT A**  
**Confidentiality and FOIA**

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A – Confidentiality and FOIA will apply to information disclosed under this Agreement. Customer may disclose the Intrado's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to Intrado to allow Intrado to claim applicable exemptions, make applicable objections or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

1. **Definitions:** "Confidential Information" means all information disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable business person would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms or other business information. "Affiliate" means any person or entity directly or indirectly controlled by, controlling or under common control of a party.
2. **Exclusions:** Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Agreement; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by the Recipient without the use of Disclosing Party's Confidential Information.
3. **Use and Disclosure:** Recipient and its employees, Affiliates, agents and contractors will: (a) use the Confidential Information only for the Agreement; (b) disclose the Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Agreement; (d) use the same standard of care to protect Disclosing Party's Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Disclosing Party's confidentiality or proprietary notices, legends or markings on all copies or extracts of Confidential Information; and (f) use and disclose the Confidential Information as authorized in writing by the Disclosing Party. Recipient is responsible for compliance with this Agreement by its employees, Affiliates, agents and contractors.
4. **Required Disclosure:** If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Disclosing Party (unless prohibited by law) and cooperate with Disclosing Party, at Disclosing Party's expense, to seek protective orders or appropriate restrictions on use and disclosure. The Section titled Use and Disclosure does not apply to disclosure required under this Section.
5. **Return or Destruction:** Within 30 days after termination of the Agreement or written request of Disclosing Party, Recipient will return or destroy Disclosing Party's Confidential Information. Recipient will certify return or destruction if requested by Disclosing Party. Recipient may retain Disclosing Party's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Disclosing Party's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.

