

Agreement for Services (Government Customers)

This Agreement for Services is between Intrado Life & Safety Services, 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 U.S. Securities Act of 1933, as amended. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than Intrado Corporation and its subsidiaries, be deemed a Intrado "Affiliate" for purposes of this Agreement.

1. Term

This Agreement begins on the Effective Date and does not have a defined end date; rather, this Agreement will apply to any Order for the duration of such Order. Termination of any Order will not affect this Agreement or any other 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 as 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 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 or non-appropriation as laid out below), Customer will pay for Services delivered and outstanding invoices, plus a termination fee equal to Recurring Fees times the remaining months of the 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.

Termination for non-appropriation. The continuation of the Agreement or the term of any Order after the close of any fiscal year of the Customer, which fiscal year ends on September 30th annually, is subject to appropriation and budget approval specifically covering the Agreement or Order as an expenditure in said budget, and it is within the sole discretion of the Customer's City Council to determine whether or not to fund the Agreement. The Customer does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

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 Services 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 of such notice.

3. Confidentiality

Exhibit A: Confidentiality and FOIA applies to disclosure and use of Confidential Information (as defined in Exhibit A) exchanged under this Agreement and disclosures required by applicable freedom of information or public records laws.

4. Limited 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 Services but not manufactured by Intrado.

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

5. Customer Materials

Customer will provide information reasonably requested by Intrado to perform 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 Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado's use of Customer Materials will not violate the rights of any third party.

6. Limitation of Liability

6.1. 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. 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.

6.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

7. Indemnification

7.1. Infringement

Intrado will (a) defend or settle any third party claim against Customer that Services infringe any patent issued as of the Order effective date ("IP Claim"); and (b) pay any final judgment or settlement agreed to by Intrado. These obligations will not apply if a claim arises in whole or in part from (1) Customer's alteration of Services; (2) Customer Materials or Services based on Customer Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Intrado; (3) combination of Services with Customer Materials or any materials, products, or services not provided by Intrado; or (4) any third party products or services. If an IP Claim occurs or Intrado believes may occur, Intrado may (1) obtain the right to continue to provide Services; (2) modify Services so they are non-infringing and in compliance with this Agreement; (3) terminate Services without liability other than this indemnity obligation. This Section describes Customer's exclusive remedy for any infringement claims.

7.2. Intrado Indemnity

Intrado will indemnify, defend, and hold harmless Customer, its Affiliates and their officers, directors, employees, and agents 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.

7.3. 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 Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

7.4. Procedures

The indemnified party will (a) notify the other party of any IP Claim or Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under this Agreement. The indemnifying party may settle any IP Claim or 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.

8. 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.

9. Intellectual Property

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 Services and any development, enhancement, improvement or derivative works of Services except for Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Intrado grants Customer a non-exclusive, non-transferable license during the term to use Intrado IP only to the extent required to utilize 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 (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

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 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.

10. 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.

11. Insurance

Intrado will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each claim; (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 claim; (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 claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate

the other 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.

12. Miscellaneous

12.1. Governmental Agencies

Use of Intrado Services or products by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Intrado Corporation or its affiliates, 11808 Miracle Hills Dr., Omaha NE 68154.

12.2. 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.

12.3. 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.

12.4. 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 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.

12.5. 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.

12.6. Applicable Law and Remedies

This Agreement is governed by Texas 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 Sections 3 or 9 above. 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.

12.7. 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 Services. Intrado may cease or modify Services or these 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 <https://www.west.com/legal-privacy/code-of-ethics/>.

12.8. 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.

12.9. Affiliates, Changes

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services during the term.

12.10. 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. Notice by email is acceptable, effective 24 hours after 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.

IN WITNESS WHEREOF, The parties hereby execute and authorize this Agreement as of the Effective Date.

CORPUS CHRISTI, TX**INTRADO LIFE & SAFETY SERVICES, INC.**

DocuSigned by:

_____
Authorized Signature_____
Authorized Signature

Beth A. Meek

Name Typed or Printed_____
Name Typed or Printed

SVP

Feb-26-2021

Title_____
Date signed_____
Title_____
Date signed**Address for Notices:**

321 John Sartain
Corpus Christi, Texas 78401
Attn: Antwine D. Charles
Phone: 361-886-2653
Fax: N/A
Email: antwinec@cctexas.com

Address for Notices:

1601 Dry Creek Dr.
Longmont, CO 80503
Attn: Legal Department, copy Attn: VP Finance
Fax: 720-494-6600
Email: legalnotices.lifesafety@intrado.com

APPROVED AS TO LEGAL FORM:

Assistant City Attorney_____
Date

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 ("Discloser") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson 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.

2. Exclusions

Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Exhibit; (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 Recipient without use of Discloser's Confidential Information.

3. Use and Disclosure

Recipient and its employees, Affiliates, agents, and contractors will: (a) use Confidential Information only for the Agreement; (b) disclose 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

Discloser'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 Discloser's confidentiality or proprietary notices, legends, or markings on all copies or extracts of Confidential Information; and (f) use and disclose Confidential Information as authorized in writing by Discloser. Recipient is responsible for compliance with this Exhibit 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 Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser's expense, to seek protective orders or appropriate restrictions on use and disclosure. Confidential Information disclosed under this Section will continue to be subject to all terms of this Exhibit for all other purposes.

5. Return or Destruction

Within 30 days after termination of the Agreement or written request of Discloser, Recipient will return or destroy Discloser's Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser'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.