



WESTNET

Garden Grove Fire Department



Contract and Statement of Work for Installation of First-In Fire Station Alerting Systems for FS # 6

**Westnet, Inc.
Huntington Beach, CA 92649
(800) 807-1700
www.FirstInAlerting.com**



**CONTRACT FOR FIRE STATION ALERTING SYSTEM
EQUIPMENT AND INSTALLATION**

City of Garden Grove, a California municipal corporation, through its Fire Department, the end user ("Customer"), having a principal place of business at 11301 Acacia Pkwy, Garden Grove, CA 92840 and Westnet, Inc., a California corporation, as Contractor ("Westnet"), having a place of business at 15542 Chemical Lane, Huntington Beach, CA 92649, enter into this Contract (the "Contract"), pursuant to which Customer will purchase and Westnet will sell the equipment and services more fully described below. Customer and Westnet may be referred to individually as "Party" and collectively as the "Parties."

EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

- Exhibit A Statement of Work, Delivery and Installation Verification Forms
- Exhibit B Warranty
- Exhibit C Contract Price and Deliverables
- Exhibit D Payment Schedule
- Exhibit E Acceptance Test Plan
- Exhibit F Final System Acceptance Certificate
- Exhibit G Maintenance and Support Statement of Work

DEFINITIONS

Capitalized terms used in this Contract shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan

"Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Contract, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Contract; or (v) is explicitly approved for release by written authorization of the disclosing party.

"Contract Price" means the price for the System, inclusive of freight and handling charges, as well as applicable state sales tax at the rate as stated in Exhibit C, but exclusive of any other applicable sales or similar taxes or tax rate changes.

"Effective Date" means the date upon which the last party to sign this Contract has executed it.

"Equipment" means the hardware listed in the Statement of Work (Exhibit C)

"Final System Acceptance" means the Customer's written acceptance of the total System pursuant to the terms of the Contract.

"Maintenance and Support Services" means the services described in Exhibit G, Westnet's Maintenance and Support Statement of Work.

"Post Warranty Period" is the period after the expiration of the Warranty (Exhibit B).



"Punch List" is a list of mutually agreed upon tasks that need to be performed to satisfy the terms of this contract (Exhibit A-2)

"Specifications" means the technical, design, engineering, operational, functional, and interface requirements of the System or, if the context so indicates, of the Software or Equipment, all as provided in this Contract.

"System" means the deliverables to be provided by Westnet under this Contract and is comprised of the Equipment and services as described in Exhibits A and C.

"System Acceptance" means Westnet's successful completion of the Acceptance Tests.

"Warranty Period" is the period as stated in Exhibit B.

CHANGE ORDERS

Either party may request changes within the general scope of this Contract. If Customer wishes to increase or decrease the scope of the Contract by means of a negotiated change order, it will so notify Westnet and clearly state the requested changes. Westnet shall promptly review all requested scope changes and assess the effect of the requested change to the overall System performance and project schedule. If Westnet determines that the requested change will not be detrimental to System performance, Westnet will prepare an estimate of the price of the Equipment and services being added or deleted. After receiving Westnet's estimate, Customer shall promptly in writing approve, disapprove or request further information regarding the estimate. If approved, the Contract Price shall be increased or decreased by the amount of the estimate and the Exhibits shall be amended to reflect the change in scope. A negotiated change order will not be effective unless it is in writing and executed by authorized representatives of both parties.

PROJECT SCHEDULE

Westnet will commence performance of this Contract upon receipt of the executed Contract from Customer and when the payment obligations listed in the Payment Schedule are satisfied. The Customer shall provide Westnet with a project schedule and shall inform Westnet in writing of changes to that schedule. If either party becomes aware that a delay will occur, it will promptly notify the other party of such delay.

FINANCIAL TERMS

1. **CONTRACT PRICE AND PAYMENT.** Westnet will submit invoices to Customer in accordance with the Payment Schedule (Exhibit D). Customer will pay the amount due within thirty (30) days of receipt of a proper invoice.
2. **ADDITIONAL PURCHASES.** The Price Schedule lists the prices and discounts for the Software, Equipment, and Maintenance and Support Services, and such prices will be firm for ninety (90) days from the Effective Date of this Contract. To make additional purchases, Customer will issue a purchase order that references this Contract, and these terms and conditions will apply to such transactions except that Westnet will submit invoices for such additional purchases as Equipment is shipped and monthly as services are performed.
3. **TAXES AND PERMIT FEES:** Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law. Increases in any tax rate as listed in Exhibit C shall be paid by Customer. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, and related expenses unless specifically listed and at the amount in Exhibit C.

SHIPMENT; TITLE; RISK OF LOSS



1. **SHIPMENT AND TITLE TO GOODS.** Westnet will pack and ship all Equipment F.O.B. to the delivery sites designated by Customer in accordance with the applicable packing and shipping instructions or, in the absence of such instructions, with best commercial practices to ensure safe arrival at the destination. Title to the Equipment shall pass to Customer upon completion of installation.
2. **RISK OF LOSS.** Risk of loss for the Equipment shall pass to Customer upon delivery.

SYSTEM ACCEPTANCE

After the Equipment is installed, Westnet will notify Customer in writing that it is ready to commence the Acceptance Test. Westnet and Customer will mutually agree on the date to commence the Acceptance Test per the acceptance test procedure of Exhibit E. If Customer is unable or unwilling to participate in the Acceptance Tests within the on-site installation period, the Acceptance Test procedure will be conducted by an authorized Westnet representative with results shared in writing to Customer. When the System is fully operational based on the documented acceptance test procedure, the System will be deemed accepted as certified in Exhibit F.

DELAYS

Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (10) days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Project Schedule for a time period that is reasonable under the circumstances

DEFAULT AND TERMINATION

1. **DEFAULT.** If either party breaches a material obligation under this Contract, the other party may consider the breaching party to be in default. If a party asserts a default, it will give the breaching party a written notice of the default. The breaching party will have ten (10) business days thereafter either to cure the default or provide a written plan to cure the default that is acceptable to both parties. If the breaching party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the non-breaching party's approval of the cure plan. If the breaching party fails to provide a cure plan, or fails to cure the default in accordance with the approved cure plan, then the non-breaching party may terminate this Contract for breach.
2. **RETURN OF CONFIDENTIAL INFORMATION AND SYSTEM COMPONENTS.** Upon the termination of this Contract, all Confidential Information provided by Westnet (including all copies and reprints) that is in Customer's possession, custody, or control shall be promptly delivered to Westnet, and Customer shall thereafter make no further direct or indirect use of such material.

The Customer agrees to return to Westnet those components of the System not yet accepted and paid for in full together with all copies of software, documentation and any related material. Any data or data files generated by the Customer shall remain the property of the Customer.

WARRANTY

Warranty services for the System will be provided per the terms of Westnet's Limited Warranty (Exhibit B).

MAINTENANCE AND SUPPORT



During the Post Warranty Period, Westnet will make Maintenance and Support Services available to Customer. Customer understands that it will be obligated to purchase such services at the time services are rendered unless the Customer and Westnet have executed a Maintenance and Support Agreement. If Customer exercises its option to purchase extended Maintenance and Support, notice must be provided at least 30 days prior to the expiration of the Warranty Period. See Maintenance and Support Statement of Work (Exhibit G) for complete details.

LIMITATION OF LIABILITY; REMEDIES

This Contract is subject to the limitation of liability and other provisions set forth in the Standard Limited Warranty of Westnet. Neither party will be liable to the other for incidental or consequential damages arising from this Contract. Except as expressly provided to the contrary, the rights and remedies provided in this Contract are cumulative.

CONFIDENTIALITY

During the term of this Contract, a party may provide the other with Confidential Information as defined in the Definitions section of this contract. Each party who receives the Confidential Information of the other party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Contract, Westnet's Maintenance and Support Agreement, or to otherwise support Customer in its use and maintenance of the System. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

DISPUTES

1. **SETTLEMENT PREFERRED.** The parties will attempt to settle any claim or controversy arising from this Contract through consultation and negotiation in good faith and a spirit of cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.
2. **LITIGATION.** Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation as described above shall then be submitted by either party to the Orange County, California Superior Court or the United States District Court, Santa Ana, California.

GENERAL

1. **TAXES.** Unless specifically included in Exhibit C, the Contract Price excludes federal, state, or local sales, use, or other taxes (other than federal, state, and local taxes based on Westnet's income or net worth), all of which will be paid by Customer except as exempt by law.
2. **NO ASSIGNMENT.** Unless otherwise expressly provided, neither party may assign this Contract without the prior written consent of the other party. This Contract will inure to the benefit of and be binding upon the parties and their successors and permitted assignees.
3. **WAIVER.** Failure or delay by either party to exercise any right or power under this Contract will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed



as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

4. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Contract (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Contract will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Contract.
5. **INDEPENDENT CONTRACTORS.** Each party shall perform its duties only as an independent contractor. A party and its personnel shall not be considered to be an employee or agent of the other party. Nothing in this Contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers. This Contract will be fairly interpreted in accordance with its terms and conditions and not for or against either party.
7. **GOVERNING LAW.** This Contract and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of California.
8. **ENTIRE AGREEMENT.** This Contract, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Contract may be amended or modified only by a written instrument signed by an authorized representative of each party. This Contract may be executed in counterparts.
9. **NOTICES.** Notices required under this Contract to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by E-mail with correct Read Receipt acknowledgement, and shall be effective upon receipt.

Westnet:

Westnet, Inc.
Attn: Dawn Matheny
15542 Chemical Lane
Huntington Beach, CA 92649
DMatheny@westnet-inc.com

Customer:

Garden Grove Fire Department
Attn: Division Chief, Paul Whittaker
11301 Acacia Pkwy,
Garden Grove, CA 92840
pwhittaker@ci.garden-grove.ca.us

10. **AUTHORITY TO EXECUTE AGREEMENT.** Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Contract and to perform its duties under this Contract; (ii) the person executing this Contract on its behalf has the authority to do so; (iii) upon execution and delivery of this Contract by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Contract does not violate any bylaw, charter, regulation, law or any other governing authority of the party.
11. **USE OF TRADEMARKS AND NAMES.** Except as expressly agreed to in writing, neither party may use the other party's name, logo, or trademarks, or any abbreviation of the other party's name, in any advertising, marketing campaigns, press releases, or communication with the press, without the specific prior consent of the other party. Each party must strictly follow the other party's instructions concerning use of the other party's trademarks.



12. **NO LICENSE OF WESTNET'S INTELLECTUAL PROPERTY.** This Contract does not grant to Customer any license under any patents or other intellectual property rights of Westnet. This Contract does not grant either party the right to manufacture any of the other party's Software or Equipment.
13. **SURVIVAL OF TERMS.** The provisions found in the following paragraphs shall survive the expiration or termination of this Contract for any reason: **WARRANTY; LIMITATION OF LIABILITY; CONFIDENTIALITY; and DISPUTES.**
14. **PUBLICITY.** Neither party shall issue a press release or make any similar public announcement regarding the transactions contemplated by this Agreement without the other party's prior written consent to the specific language and intended distribution of such press release or announcement.
15. **INDEMNITY** To the fullest extent permitted by law, Westnet shall indemnify, defend (at Westnet's sole cost and expense), and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all third party liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Westnet's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Westnet, its agents, employees, or subcontractors, or arise from Westnet's performance or non-performance of any term, provision, covenant or condition of this Contract("Indemnified Claims"), but Westnet's liability for Indemnified Claims shall be reduced to the extent such Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of the Indemnified Parties or arise from the Indemnified Parties' performance or non-performance of any term, provision, covenant or condition of this Contract.
 - a. Westnet shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses ("Costs") that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Westnet will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Westnet is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Westnet or Westnet's failure to perform any term, provision, covenant or condition of this Contract to any extent, then City will reimburse Westnet for the reasonable Costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Westnet for that portion of the Costs incurred defending Westnet or any parties other than Indemnified Parties against such Claims.
 - b. Westnet's liability for indemnification hereunder is in addition to any liability Westnet may have to City for a breach by Westnet of any of the provisions of this Contract. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Westnet's indemnification obligation or other liability hereunder. The terms of this Contract are contractual and the result of negotiation between the Parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Contract.
 - c. An Indemnified Party shall promptly notify Westnet of any actual or prospective Claim for which indemnification is sought, upon actual knowledge of such Claim, provided, however, that failure to give such notice shall not relieve Westnet of its obligations under this Indemnification clause except to the extent that Westnet is materially prejudiced by such failure. In the event that any Claim is made, Westnet shall have the right and option to



undertake and control such defense of such action with counsel of its choice. Westnet shall select legal counsel reasonably acceptable to the Indemnified Party, which approval shall not be unreasonably withheld.

- d. Westnet's indemnification obligation hereunder shall survive the expiration or earlier termination of this Contract for a period of five (5) years following full execution of the Final System Acceptance Certificate (Exhibit E), or, if an Indemnified Claim is timely filed, until such Indemnified Claim is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

16. INSURANCE.

- a. **COMMENCEMENT OF WORK.** Westnet shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the Customer. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the Customer of any material change, cancellation, or termination at least thirty (30) days in advance and a waiver of subrogation. All subcontractors shall provide the same insurance as required of Westnet herein. Westnet shall be responsible to collect and maintain all insurance certificates and endorsements from Subcontractors and shall ensure such insurance complies with this Contract. Customer shall be provided with a copy of the insurance certificates and endorsements and a certified copy of the policies upon request.
- b. **WORKERS COMPENSATION INSURANCE.** During the duration of this Contract, Westnet and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- c. **INSURANCE AMOUNTS.** Westnet and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:
 - i. Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to Customer and have a Best's Guide Rating of A-, Class VII or better, as approved by the Customer.
 - ii. Automobile liability for all autos in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to Customer and have a Best's Guide Rating of A-, Class VII or better, as approved by the Customer.
- d. **ENDORSEMENTS AND OTHER REQUIREMENTS.**
 - i. An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 16(c)(i) shall designate Customer, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of Westnet. Westnet shall provide to Customer proof of insurance and endorsement forms that conform to Customer's requirements, as approved by the Customer.
 - ii. An Additional Insured Endorsement for the policy under section 16(c)(ii) shall designate Customer, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by Westnet. Westnet shall provide to Customer proof of insurance and endorsement forms that conform to Customer's requirements, as approved by the Customer.
 - iii. For any claims related to this Agreement, Westnet's insurance coverage shall be primary insurance as respects Customer, its officers, officials, employees, agents,



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and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents, and volunteers shall be excess of Westnet's insurance and shall not contribute with it.

- iv. If Westnet maintains higher insurance limits than the minimums shown above, Westnet shall provide coverage for the higher insurance limits otherwise maintained by Westnet.

[SIGNATURE PAGE FOLLOWS]



WESTNET

In witness whereof, the parties hereby execute this Contract on the dates set forth below.

**WESTNET:
WESTNET, INC.**

**CUSTOMER:
CITY OF GARDEN GROVE**

By: _____

By: _____

Name: Dawn Matheny

Name: Scott C. Stiles

Title: VP of Contracts

Title: City Manager

Date: _____

Date: _____



EXHIBIT A

STATEMENT OF WORK

INTRODUCTION

Parties: Westnet, Inc. (herein Westnet) and the Customer (herein Customer) have come together under this Statement of Work to provide and install a Westnet First-In Fire Station Alerting System(s) at the Customer's Fire Station No. 6, Address: 12232 West Street., Garden Grove, CA 92840. Any other parties participating in this project are deemed an agent of one of the aforementioned principal parties.

Project Overview: Westnet will provide and install a First-In® Fire Station Alerting System (herein System) for the Station, which alerts in-station personnel of an alert from Customer's Dispatch Center (herein Dispatch). The System consists of the equipment enumerated in Exhibit C. Westnet installation is limited to cabling and device install. All conduit, rough-in, electrical, networking and radio systems will be provided by the Customer at Customer's expense.

EQUIPMENT AND INSTALLATION:

Description of Fire Station Alerting Systems: Upon receipt of a proper alert from Dispatch, the First-In Master Control Unit (herein MCU) sends commands to the various First-In Smart Station Units (herein Units) and/or other non-Smart Station Units located throughout the fire Station. Depending upon Customer programming, the Units will emit an audible and/or visual indication of an incoming alert from Dispatch. The Units for this project are listed in Exhibit C (Contract Price and Deliverables).

WESTNET RESPONSIBILITIES:

Pre-Installation Responsibilities:

1. Approve a completed Westnet Configuration Form within thirty (30) days of the scheduled equipment shipment. Customer changes to the programming after approval may result in additional fees.
2. Build and ship the equipment to the requirements specified in Westnet Configuration Form.

Installation Responsibilities:

1. Installation of any Smart Station cabling, terminations and testing of the cable plant.
2. Install the System at the Station and verify proper connection of the radio to the MCU.
3. Provide a Westnet On-Site Factory Representative at the conclusion of the installation to certify the installation and provide operator training.

Post-Installation Responsibilities:

1. Perform start-up of the system and demonstrate system to the Customer for acceptance sign-off.
2. Provide technical telephone support to the Customer for a period of one year.
3. Provide as-built drawings depicting the location of Smart Station Units within the Station.
4. Provide on-site maintenance and the warranty services under the terms of Exhibit B.

CUSTOMER RESPONSIBILITIES



Pre-Installation Responsibilities:

1. Provide and install all conduit, rough-in and electrical systems.
2. Tender written approval of a completed Westnet Configuration Form thirty (30) days prior to scheduled equipment shipment.
3. Provide all radio and networking equipment necessary for integration with the MCU and Smart Station Units. The radio equipment includes, but is not limited to a properly operating radio base station, installed antenna and feedline lightening arrestor, that produces an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a minimum of 500 millivolts peak-to-peak of Dispatch audio and tone signaling audio.
4. For network alerted systems, provide Westnet with the Station IP Address, Subnet Mask and Gateway information one month prior to installation.
5. For network alerted systems, provide a properly operating Ethernet port and Local Area Network within the Station.
6. For network alerted systems, provide a properly operating Wide Area network that has sufficient capacity at maximum anticipated traffic to support all alerting functions.
7. Provide adequate space for the MCU and the MCU's Power Module or UPS. The space for these three devices must not be more than six (6) feet from the radio base station and a 110-volt outlet. Each power outlet must have proper polarity and grounding.
8. Provide a five-ohm earth ground circuit connected to the radio antenna lightening suppressing circuit.
9. Provide all Messengers and Power Module Assemblies (Part # SPC10028V), which consists of a Power Module and a UPS, with one 110-volt outlet within five (5) feet of the Power Module. The Power Module Assembly requires adequate ventilation to function properly and maintain the one-year warranty.
10. Provide a telephone system that has an analog paging audio port with 600-ohm balanced audio and a DC contact closure for telephone paging. Should audio feedback occur during paging, the Customer will need to provide and install a feedback eliminator.
11. Establish and maintain an operating 24/7 VPN for Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment.
12. Plumber is required to install electric valve in gas line to stove. Pricing assumes each station's appliance has electric ignition, Westnet included power contactor installation in the electric power supply to stove. The only Westnet tested and accepted appliance controller natural gas valve is the ASCO Red Hat Normally Closed gas valve with any one of the following part numbers: 8215B060: 8215B050: 8215B030. The valve must be specified for 24V AC.

Installation Responsibilities:

1. Return a signed copy of the attached Delivery Verification Form (Exhibit A-1) upon receipt of the System. Return a signed copy of the attached Installation Verification Form (Exhibit A-2) upon installation of the System.
2. Should a discrepancy arise among Customer personnel regarding the placement or mounting methods, or other installation matters, there will be resolution of such discrepancy within



twenty-four (24) hours. If such resolution does not occur, Westnet may bill the Customer for any standby time until such discrepancy is resolved.

3. Provide a minimum of five (5) business days notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation. Provide a minimum of five days (5) days notice to Westnet should the Customer need to postpone or cancel the On-Site Supervisor trip. Compliance with the notice requirements noted above does not absolve the Customer of damages related to the cancellation or postponement. If the Customer has not met the requirements of Pre-Installation and Installation Responsibilities, and if Westnet is unable to reasonably continue the Work at another location, the Customer shall reimburse Westnet for standby time and travel expenses.
4. The Customer must notify Westnet of any areas known to contain asbestos. If during the installation process, Westnet suspects or encounters asbestos, the Customer will be required to drill all holes in the related area. Westnet shall have no liability to the Customer, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages (collectively the "asbestos claims").
5. Allow Westnet to bring a Scissor-Lift onto Customer premises if necessary. The Scissor-Lift will be used to aid in the installation of the equipment in apparatus bays and other high ceiling areas.
6. Bring the station operating circuit wiring to the location of the Control Remote for all devices desired to be activated by the Control Remote.
7. In the event that the Customer elects to purchase Satellights for the apparatus bay at any point in time, the Customer will provide any pendant mounting equipment for the apparatus bay and other high ceiling areas that exceed twelve (12) feet. While Westnet supplies a mounting device for each Satellight and Satellight Controller, the Customer must provide all mounting equipment and platforms necessary to meet the twelve (12) foot height restriction. For a period not to exceed ninety (90) days after installation of the System, the Customer can issue a separate purchase order for the purchase and installation of Satellights and Power Modules, if needed, in the apparatus bay. Westnet will hold the equipment pricing for the ninety (90) day period.
8. Provide any other support to Westnet to ensure successful installation and integration of the alerting Systems.
9. Participate in Acceptance Testing during the On-Site Factory Representative visit. A copy of the Acceptance Test Plan is in Exhibit E.
10. If deemed necessary by the Westnet, allow Westnet to install a Westnet-owned Performance Monitoring Computer in Dispatch. The computer is used to administer technical support and maintenance services. The computer will be returned to Westnet at the conclusion of the warranty period. The Customer will be responsible for all anti-virus and operating system updates.

Post-Installation Responsibilities:

1. Provide primary support for all alarm Systems concerns. The Customer will contact Westnet once it has completed primary troubleshooting and verified that a problem resides within the station alerting equipment.
2. The Customer will provide all maintenance of the First-In Fire Station Alerting Systems, unless the Customer purchases a Maintenance Plan from Westnet (see Exhibit G).



3. Administer warranty service for any Customer-supplied equipment. Warranty services are performed at Westnet's Factory after the Customer removes and ships the equipment to the Factory for repair. No loaner or spare equipment will be provided under this Agreement.

TRAINING:

Operator Training: Westnet will provide one (1) hour of operator training for three shifts at the Station. The training will cover operation of the MCU and Smart Station Units during an alert sequence.

EXCLUSIONS:

1. Additional Equipment: There will be no additional equipment provided by Westnet as Exhibit C is a complete list of equipment to be provided under the Statement of Work. Westnet does not provide spare units to replace units at Westnet for warranty repair, unless provided for in a separate maintenance agreement. Should additional or spare equipment beyond the scope of this Statement of Work be desired, a separate quote and purchase order will be required. Prices for additional equipment will be based upon the Price List in effect at the time of the quote. Westnet will not be providing any two-way radios, two-way radio accessories, printers or routers to the Customer.
2. Post-Installation Equipment - Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this exclusion is the CAD interface and Customer's radio system.
3. Alerting Equipment Voice-chip or Programming Changes: Any changes in the text of the voice-chips or reprogramming to any units once the programming from the Westnet Configuration Form is complete will be a billable charge to the Customer, unless such change stems from a programming error by Westnet. The charge will consist of parts, labor, and any applicable shipping and taxes. The Customer must provide the labor, or hire Westnet for an additional charge, to remove and reinstall any reprogrammed voice-chips or units once the units leave the factory.
4. Services: Installation labor, repair labor, other on-site or engineering labor beyond the scope of this Statement of Work is excluded. Westnet will charge the current rate per hour, per man, plus expenses for work exceeding the scope of this Statement of Work. The labor rate after normal business hours and on weekends is the Off-Hours rate per hour, per man, plus expenses. Payment for such services is due within thirty (30) days. Should the Customer become delinquent in payment for such services, Westnet reserves the right to refuse service for both the services provided under this Statement of Work, as well as any other requests for service.
5. Computer Systems: Westnet and/or any Westnet-supplied equipment will not make a recommendation as to which apparatus or personnel assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Customer mechanism is responsible for equipment and personnel assignment.
6. Telephone Services: Payment for services and coordination involving the connection of any telephone lines to the station and dispatch shall be the responsibility of the Customer.
7. CAD or Other Equipment Upgrade: This Statement of Work does not include any upgrades to the Customer's CAD, dispatch equipment, radio systems or other equipment unless otherwise noted. Any on-site or technical support requested will be an additional fee.
8. Maintenance: Westnet will provide full on-site maintenance for the first year and for each subsequent year that the Customer purchases a maintenance plan.



9. Installation:

- a) Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the Systems equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the most beneficial and safest location.
- b) Should Westnet be requested to provide installation services beyond the scope of this Statement of Work, a separate quote will be issued and a Customer purchase order will be required for such installation services.
- c) The Customer will be providing all conduits required by the electrical code that is necessary for installation of the Systems.

10. Limited Warranty: See Exhibit B.

11. CAD Operation: Should the CAD be unable to alert a properly functioning MCU, it is the responsibility of the Customer to correct the situation at the Customer's sole expense. Any work by Westnet necessary to troubleshoot the CAD system or modify the MCU post-production is not included in any pricing and will be an additional charge.

12. Interfaces: No interfaces are included in Westnet's pricing and are beyond the scope of this Statement of Work.

13. Other: Westnet makes no guarantee and has no responsibility for the performance of ancillary systems used in the alerting process, such as the CAD, the wired or wireless connectivity from Customer's Dispatch to the Station, Public Address and telephone paging systems, as well as devices connected to the Control Remote. The Customer has been advised that the alerting System may not function properly unless the ancillary systems are functioning correctly. With the proper inputs, the System will activate System lights, speakers, relays (Control Remotes), System Doorbells, Test and Emergency Buttons.

CONCLUSION:

1. Acceptance: Acceptance of this Statement of Work by the principal parties constitutes a final written expression of all the terms of the Statement of Work between Westnet and the principal parties and is a complete and exclusive statement of those terms. Any representations, promises, warranties or statements by Westnet's agents that differ in any way from the terms of this written Statement of Work shall be given no force or effect. WESTNET, INC. RESERVES THE RIGHT TO MAKE CHANGES TO THIS STATEMENT OF WORK UNTIL SUCH TIME THAT A CONTRACT HAS BEEN EXECUTED.



EXHIBIT A-1

DELIVERY VERIFICATION FORM*

First-In Fire Station Alerting Equipment

The signature below serves as verification that the boxes with equipment listed for Station _____ in Exhibit C were delivered with no apparent damage.

Customer Representative

Date

Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station _____ in Exhibit C were delivered with apparent damage:

1. _____

3. _____

2. _____

4. _____

Customer Representative

Date

Printed Name & Title

* Print and execute one copy of this form for each station.



EXHIBIT A-2

INSTALLATION VERIFICATION FORM*

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in Exhibit C, plus or minus the following mutually agreed upon changes, has been installed in a commercially reasonable manner and functions properly in the **System Test Mode**. Any punch-list items will be resolved prior to final System Acceptance.

€ A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is that which is listed in Exhibit C.

€ A check in this box means the following mutually agreed upon changes have been installed.

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

Customer Representative

Date

Printed Name & Title

* Print and execute one copy of this form for each station.



EXHIBIT B

**WESTNET, INC.
STANDARD LIMITED WARRANTY**

1. Westnet, Inc. ("Westnet") is providing its "Limited Warranty" covering the First-In products, parts, components and system being purchased by Customer under this Agreement (collectively, the "Products") as set forth in this Paragraph 1. When Westnet, or a certified Westnet installer installs the Product, this warranty begins upon first beneficial use of the Product by the Customer or when the installation is complete, whichever occurs first. In all other instances, this warranty commences upon shipment.
 - A. Westnet warrants exclusively to Customer that each Product sold hereunder will be free from defects in material and workmanship for a period of one (1) year from the date of delivery of the Product to Customer or, if installation is performed by Westnet or a subcontractor of Westnet, from the date of installation. If Westnet or a subcontractor of Westnet performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty and Westnet's liabilities under this Agreement. Any parts and cabling used in the installation of a Product are not covered by this Limited Warranty unless Westnet (and not Customer or a third party installation company) performs the complete installation. Any Product claimed by Customer to violate this Limited Warranty must be returned to Westnet's designated service center at the expense of Customer, provided that Westnet will first be given the opportunity, at its option and expense, to inspect the Product in its installed location and may elect to waive such return. Westnet will perform all warranty work at its service location only and not at the Customer's location, unless Westnet agrees, in its sole discretion, to undertake the warranty work at Customer's location. Westnet's sole obligation and Customer's exclusive remedy for any breach of this Limited Warranty will be the repair or replacement, at Westnet's option, of the defective Product. Any replacement or repaired Product will be covered by this Limited Warranty only for the remainder of the original warranty period. Any replacement or repaired Product may be made with new or reconditioned components and will be shipped to Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet. If Westnet determines that such repair or replacement is not economical or feasible or such remedy fails of its essential purpose, Customer's exclusive alternate remedy and Westnet's sole obligation for any breach of this Limited Warranty will be the return to Customer of the purchase price paid to Westnet for the Product, provided Customer has returned the Product to Westnet.
 - B. This Limited Warranty applies only if Westnet's testing and examination of the Product discloses that the alleged defect or malfunction of the Product exists and was not caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. This Limited Warranty will apply only if Customer notifies Westnet of the defect in writing not more than one (1) year after its delivery to Customer. This Limited Warranty does not cover physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing. This Limited Warranty does not apply when the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself. This Limited Warranty does not apply to any defect or malfunction of the Product due to any communications software or device Customer may use with the Product. Customer will promptly inspect all Products delivered to it. Any claim against Westnet under this Limited Warranty or otherwise for damages to or defects in the delivered Products that are observable in a reasonable visual inspection will be deemed waived unless the claim is made in writing to Westnet within thirty (30) days after such delivery.
 - C. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS,



EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS COVERED HEREBY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO PARAGRAPH 4) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

2. LIMITS ON LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPHS 1 AND 4, IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (A) WILL WESTNET BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR COST OF COVER ARISING OUT OF CUSTOMER'S SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR (B) WILL WESTNET'S TOTAL LIABILITY TO CUSTOMER AND ANY THIRD PARTIES WITH RESPECT TO ANY SPECIFIC PRODUCT AND ANY RELATED SERVICES EXCEED THE PURCHASE PRICE TO WESTNET FOR THAT PRODUCT AND SUCH SERVICES. SUCH DAMAGES THAT WESTNET WILL NOT BE LIABLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS, SAVINGS OR REVENUE; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; AND, EXCEPT AS PROVIDED IN PARAGRAPH 4, THE CLAIMS OF THIRD PARTIES INCLUDING CUSTOMER'S EMPLOYEES OR AGENTS AND ANY PERSONS TO WHOM CUSTOMER PROVIDES SERVICES.

3. FORCE MAJEURE, SHORTAGES AND OFFSETS. Westnet will not be liable for loss or damage of any kind resulting from any delay in delivery or failure to supply ordered Products or otherwise carry out its obligations under this Agreement due to causes beyond its reasonable control, and no such event will relieve Customer of its obligations to make payments for other deliveries made when due under this Agreement. Such causes may include, but shall not be limited to, acts of God, the elements, acts or omissions of Customer, carriers, suppliers to Westnet or civil or military authorities, fires, labor disputes and other inabilities of Westnet to obtain necessary labor, materials or supplies from usual sources. If temporarily excused from performance under this Agreement by any such circumstances, Westnet shall resume its performance as soon as is reasonably feasible. Westnet reserves the right, in its sole judgment and without liability to Customer, reasonably to allocate its available production capacity and Product inventories as may be necessary or equitable in the event of any shortages of production capacity or Products at any time. Westnet may offset against any amounts owed by Westnet to Customer under this Agreement or otherwise any credits or amounts that are owed by Customer to Westnet under this Agreement or otherwise.

4. INFRINGEMENT. Westnet agrees to defend Customer against, and pay any damages awarded against Customer and direct expenses, including attorneys' fees, reasonably incurred by Customer (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of, any action brought against Customer, if and to the extent the action is based on a valid claim that any Product delivered to Customer under this Agreement infringes another person's patent, copyright, trade secret or trademark. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such action, giving Westnet full authority to conduct the defense and settlement of the action, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel. If any Product becomes, or in Westnet's opinion is likely to become, the subject of an action for such infringement, Westnet may procure for Customer the right to continue using the Product or replace or modify it to make it noninfringing, provided such replacement or modification does not affect the performance or value of the Product to Customer in a materially adverse manner. Alternatively, Westnet may return to Customer the purchase price paid to Westnet for such Product and Customer shall return the Product to Westnet at Westnet's expense. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including attorneys' fees, reasonably incurred by Westnet (but excluding any lost revenues, lost



profits or other consequential economic damages of Westnet) as a result of, any action is brought against Customer or Westnet, if and to the extent that the action is based on a valid claim that Westnet's compliance with Customer's design or specifications for a Product or Customer's use or combination of the Product with any material or process not acquired from Westnet (if the infringement would not have resulted from use of the Product without such material or process) infringes another person's patent, copyright, trade secret or trademark. The foregoing states Westnet's entire liability with respect to any infringement of patents, copyrights, trade secrets, trademarks or other proprietary rights relating to the Products.

5. INDEMNIFICATION. Subject to Paragraphs 1 and 4, Customer agrees to indemnify, defend and hold harmless Westnet against and from any claims, damages, losses, expenses (including attorneys' fees) and liabilities incurred by Westnet as a result of acts or omissions of Customer and its affiliates, employees or subcontractors or in connection with Customer's installation or use of a Product or its other activities.

6. GOVERNING LAW. This Agreement will be governed by the laws of the State of California, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement.

7. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.



EXHIBIT C

CONTRACT PRICE & DELIVERABLES

Project: Garden Grove Fire Station # 6 First-In Alerting Smart Station
(Quote ID # Q-04055-C8V2)

Description: This is a quote for First-In Alerting system including installation, one year technical support, and on-site warranty. Pricing assumes installation will be done in one trip. If station is not ready, a \$500 return trip charge will be assessed for each occurrence. Client is responsible for all network connectivity between dispatch and station. Client is responsible to have the network equipment within 6 feet of the Master Control Unit location. Quote does not include conduit of more than 20 feet, if required. Customer to provide VPN access to Westnet for remote adjustments and support.

Clarifying Comments: Pricing includes prevailing wage. Client agrees to pay additional sales tax should the sales tax rate change.

Product ID	Product	QTY	Price	Sub Total
DLSP	MCU Data Line Surge Protector	1.00	\$95.00	\$95.00
FIN-AUX-L01	First-In MCU Auxiliary Module Lite	1.00	\$635.00	\$635.00
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	1.00	\$7,395.95	\$7,395.95
SCR26-24VC5	Control Remote (each controls up to 8 functions)	1.00	\$1,175.95	\$1,175.95
SHPA150	High Power Paging Audio Module (includes one speaker)	1.00	\$1,495.00	\$1,495.00
SHPA150-D	High Power Paging Audio Module (includes two speakers)	1.00	\$2,175.49	\$2,175.49
SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	1.00	\$3,194.38	\$3,194.38
SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	1.00	\$3,194.38	\$3,194.38
SSAT	Satellite (driven off Satellite Controller)	13.00	\$295.00	\$3,835.00
SSATKIT-TBD	Satellite Mounting Kit - TBD	28.00	\$48.00	\$1,344.00
SSAT-M	Satellite Controller	15.00	\$599.98	\$8,999.70
SS-OSA	Outside Speaker Audio Module (includes one speaker)	2.00	\$599.98	\$1,199.96
SS-TIM-01	Telephone Interface Module	1.00	\$1,199.95	\$1,199.95
SS-TTMR-M	Turnout Timer (Medium)	1.00	\$825.00	\$825.00
	Lift Rental	1.00	\$900.00	\$900.00
SDBS1	Doorbell Button	1.00	\$225.00	\$225.00
SS-DVCS	Digital Volume Controller	1.00	\$225.00	\$225.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	\$38,114.76
Install Supplies	\$2,195.00
Total Tax (7.7500000000 %)	\$3,124.01
Station Equipment Install	\$25,760.00
One Year Toll Free Technical Support	\$760.00
On Site Warranty	\$750.00
Project Coordination	\$1,850.00
Total Amount	\$72,553.77



EXHIBIT D

WESTNET PAYMENT SCHEDULE FOR EQUIPMENT AND INSTALLATION

Summary of Project Costs

Description	Total Project
Garden Grove First-In Altering Smart System for Fire Station No. 6	\$72,553.77

	PROJECT MILESTONE	EXHIBIT	PROJECT COST %	INVOICE AMOUNT
1	Pre-Production / Contract Signature a) System Layout / Design b) Submittals, Equip Engineering c) Custom Programming	n/a	40%	\$29,021.51
2	Due Upon Equipment Delivery	Exhibit A-1	25%	\$18,138.44
3	Due Upon System Installation	Exhibit A-2	25%	\$18,138.44
4	Due Upon Final System Acceptance	Exhibit F	10%	\$7,255.38

Total Amount: \$72,553.77

Westnet may invoice and the Customer agrees to pay upon satisfactory completion of each project milestones listed above.

If payment is not received within thirty (30) days from the date of invoice, a late fee of one and a half percent (1.5%) per month of the unpaid balance will be charged and immediately due.



EXHIBIT E

ACCEPTANCE TEST PLAN

OBJECTIVE: The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Customer that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Westnet determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

SCOPE: The scope of this ATP is limited to the System supplied by Westnet, Inc. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Customer's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

TEST SCHEDULE: Westnet and the Customer will conduct the ATP at a mutually agreed-upon time and date once Westnet informs the Customer that the System is ready for acceptance testing.

FIRE STATION METHODOLOGY: The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the customer's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:



B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

- Pass
- N/A
- Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

Item Name:	Pass	Fail	Notes:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio-based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

- Pass
- N/A
- Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Customer selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

- Pass
- N/A
- Fail

Notes:

Customer Representative	Date
Printed Name & Title	



WESTNET

EXHIBIT F

FINAL SYSTEM ACCEPTANCE CERTIFICATE

The signature below serves as verification that the System has passed Acceptance Test Plan and that all deliverables and work have been completed.

Customer Representative

Date

Printed Name & Title



EXHIBIT G

**MAINTENANCE AND SUPPORT
STATEMENT OF WORK**

1. SCOPE OF SERVICES

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet's original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On Site for all equipment and software
- Repair and/or replacement of damaged units at no cost (excludes UPS batteries)
- Spare equipment delivered the next business day (and Saturday's where available)
- Remote diagnostic analysis and uploads, software upgrades

2. RESPONSE TIMES

Response and issue resolution times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

**Westnet Technical Support: (800) 807-1700
Office Hours: 8:00 – 5:00 PST, Monday – Friday**

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays 3-6 Hour Response	This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems. <ul style="list-style-type: none"> • Any reported trouble with Westnet-supplied Dispatch System. • Station reports that it is not receiving any form of an alert or there is no audio in a fire station. • Other failures that render the fire station MCU and more than five audio transmitting devices unusable.
2	8:00 – 5:00 PST, Monday – Friday 2-Business- Day Response	This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems. <ul style="list-style-type: none"> • Any non-essential Dispatch Project or Fire Station device reported inoperable. • Reports of receiving other stations' or companies' alerts. • Requests to increase fire station volume levels within fire department-approved parameters.
3	8:00 – 5:00 PST, Monday – Friday 3-Business- Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems. <ul style="list-style-type: none"> • Requests to decrease volume levels within fire department-approved parameters • Add additional equipment, request programming, or voice-chip changes. • Requests for additional training. • Other non mission-critical matters in the dispatch centers or fire stations



3. WESTNET'S RESPONSIBILITIES

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
 - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
 - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the COTR to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. The Customer will not make modifications to the System without obtaining approval from Westnet in writing.
- C. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order will be issued exclusively for the work to be ordered.

4. CUSTOMER'S RESPONSIBILITIES

The Customer shall:

- A. **SERVICE CALLS:** The Customer will notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- B. Provide and maintain an operating 24/7 VPN for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating, and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- C. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- D. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
- E. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- F. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour's of notice of an on-site visit.
- G. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.



- H. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- I. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- J. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- K. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- L. Notify Westnet prior to making any change in any equipment connected to the fire station System.

5. FAILURE TO CORRECT ISSUES

Customer shall be entitled to receive a pro rata reduction of the annual maintenance fee ("Service Credit"), up to a maximum of 100% of such fee for the current annual maintenance period, for each 24 hour period during which a Priority Level 1 issue is not corrected 48 hours ("Service Outage") following the report of the issue, provided, however, such reductions shall not apply where the cause of the issue is not within Westnet's control, which includes without limitation, any force majeure such as explosion, utility failures, natural disasters, water, acts of God, strikes or labor disputes, riots, war, civil disorder, acts of regulations of governmental bodies, court orders, legislative or governmental actions, acts of civil or military authorities, telecommunications network outages, third party communications and issues caused by Customer's acts or omissions or those of third parties outside of Westnet's control.

Service Credits will not entitle Customer to any refund or other payment from Westnet. Service Credit(s) may not be transferred or applied to any other Customer account. The Service Credit (if eligible) set forth herein is Customer's sole and exclusive remedy.

To be eligible to receive a Service Credit, Customer must submit a written request by email to Westnet at WSG@westnet-inc.com within three (3) days of the alleged Service Outage.

Insurance Requirements Westnet Inc.

1. Insurance Requirements.

- 1.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 1.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 1.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 1.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 1.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, endorsement forms, and the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR



WESTN-1

OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2018

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

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

PRODUCER
Stockdale Ins (Fresno) **Ronald A**
LICENSE #0C26131
PO Box 5537
Fresno, CA 93755
Hadley Littlewood
ronalda@stockdaleinsurance.com

661-327-3321

CONTACT NAME:
PHONE (A/C, No, Ext): 661-327-3321 FAX (A/C, No): 661-327-3490
E-MAIL ADDRESS: kristinc@stockdaleinsurance.com

INSURED Westnet Inc
15542 Chemical Lane
Huntington Beach, CA 92649

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: AIX Specialty Insurance Co	A, XV	12833
INSURER B: National Union Fire Insurance	A, XV	19445
INSURER C: Travelers Casualty Ins Co	A, XV	19046
INSURER D: Hudson Insurance Company	A, XV	25054
INSURER E: Granite State Insurance	A, XV	23809
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	LKA876342-02	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-1C324039	07/30/2017	07/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU019230157	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Following Form
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	065-25-7102 (CA) 065-25-7101 (AOS)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional			EMT 12165 6	08/08/2017	08/08/2018	Aggregate Occurrence \$ 2,000,000 1,000,000

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

The "City" its elected officials, employees, agents and volunteers are listed as additional insured for GL and AI per the attached company blanket Additional insured endorsements as required by written contract. Waivers of subrogation in favor of "The City" are attached. 30 days written notice of cancellation except for non payment 10 days notice

CERTIFICATE HOLDER

CANCELLATION

PROOF OF
City of Garden Grove
Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

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

ACORD 25 (2016/03)

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Reviewed and approved as to insurance language and/or requirements.

Neidra M. Jay
Risk Management
6-18-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who is An Insured is amended to include as an additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Reviewed and approved as to insurance language
and requirements
Neidra M. Jay
Risk Management
6-18-18

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required in a written contract or agreement, provided the written contract or agreement is executed prior to the date of any loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the 'products-completed operations hazard'.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: LIKA876342-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

When required by written contract or agreement, the insurance provided by endorsement *See Below is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location. Then we will share that other insurance by the method described in **SECTION IV – CONDITIONS, Paragraph 4. Other Insurance subparagraph c. Method Sharing.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

CG2033, CG2037 & CG2404

POLICY NUMBER: LIKA876342 02

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization: Where required in a written contract or agreement, provided the written contract or agreement is executed prior to the date of any loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2018 forms a part of Policy No. WC 065-25-7102

Issued to WESTNET, INC.

By GRANITE STATE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Reviewed and approved as to insurance language
and/or requirements.

Deidra M. Jay
Risk Management
6-18-18