



SUBSCRIPTION ORDER

Licensee: City of Glendale	Effective Date: Date signed below
Primary Contact: Val Gonzales	Subscription Commencement Date:
Primary Contact Phone:	Subscription End Date:
Payment Terms: Net 30	Initial Subscription Term: 1 Year from Subscription Commencement Date
Billing Cycle: Annual	

Software Subscription	Annual Fees
SecureLink Solution - \$1,000 per month (up to 30 vendors)	\$12,000
<ul style="list-style-type: none"> • Software License, Technical support and Upgrades • Subscription fees are payable annually in advance • Additional 5-vendor packs may be purchased for \$125 per month • Excel Reports, delivered monthly • SSL certificate and installation 	
Professional Services	One-Time Fees
<ul style="list-style-type: none"> • Virtual Server delivery, networking, and integration services • Administrative & role-based trainings • Dedicated Project and Technical Account Management resources • Built-in Desktop Sharing module • Vendor discovery, communication, setup, training and staffed support hotline 	\$18,500
Failover	One-Time Fee
<ul style="list-style-type: none"> • Additional virtual machine and configuration assistance 	\$1,500

All values quoted in USD.

Total Year One: \$32,000

TERMS AND CONDITIONS

1. By signing this Subscription Order or submitting a purchase order or other ordering document to SecureLink pursuant to this Subscription Order, Licensee hereby orders from SecureLink, Inc. ("SecureLink") the Software Licenses and other goods or services described in this Subscription Order.
2. This Subscription Order and Licensee's use of the software described above is subject to the SecureLink Subscription Agreement at www.securelink.com/subscriptionagreement
3. Fees do not include any taxes, duties, or other governmental charges.

This Subscription Order, which incorporates by reference the SecureLink Subscription Agreement, is made and entered into by and between SecureLink and Licensee, effective as of the Effective Date specified above. If there is a conflict between this Subscription Order and a provision of the SecureLink Service Agreement, the terms in this Subscription Order will control.

Licensee By: <u>[Signature]</u> Date: <u>6/2/15</u> Print Name: <u>VAL GONZALES</u> Title: <u>IT MANAGER</u> Billing Address: <u>6885 N. 57th Dr, Ste. 100</u> <u>Glendale, AZ 85301</u> Billing Contact: <u>Claire Smith</u> Billing Phone Number: <u>623-930-2830</u> Billing E-Mail Address: <u>csmith@glendaleaz.com</u>	SecureLink, Inc. By: <u>[Signature]</u> Date: <u>6/2/15</u> Print Name: <u>JOE DEVINE</u> Title: <u>PRESIDENT + COO</u> Address: 12600 Hill Country Blvd Bldg R, Suite 200 Bee Cave, TX 78738 Attention: Susana Gomez Phone Number: 512-637-8758 E-Mail Address: susana@securelink.com
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SERVICES AND SOFTWARE LICENSE AGREEMENT

PLEASE READ CAREFULLY: THIS SERVICES AND SOFTWARE LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU, the individual using the SERVICES OR SOFTWARE, as well as your employer if you are using the SERVICES OR SOFTWARE within the scope of your employment (“**CUSTOMER**”), AND SECURELINK, INC. (“**SECURELINK**”). USE OF THE SECURELINK SERVICES AND SOFTWARE, INCLUDING WITHOUT LIMITATION ALL ASSOCIATED DOCUMENTATION, IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY USING THE SERVICES, INSTALLING OR USING THE SOFTWARE, BREAKING THE SEAL ON ANY SOFTWARE MEDIA PACKAGE, OR OTHERWISE SIGNIFYING ACCEPTANCE OF THIS AGREEMENT, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT. If YOU ARE using the SERVICES OR SOFTWARE within the scope of your employment, then you represent that you are authorized to bind your employer to this Agreement.

All questions concerning this agreement should be directed to SecureLink, Inc., 11402 Bee Cave Road Austin, TX, 78738.

1. Background. SecureLink provides a software solution for remote computer access and support (the “**Software**”). This Agreement sets forth the terms pursuant to which SecureLink will license the Software to Company and provide other related services as set forth in this Agreement.

2. Software License.

2.1 Software License. Subject to the timely payment by Customer of all applicable fees, SecureLink hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, term-limited, non-transferable, non-sublicensable license to use and access the Software during the Term (defined below) solely (i) in connection with Customer's normal business operations, (ii) in accordance with the documentation provided with the Software (the "**Documentation**"), and (iii) subject to any limitations set forth in the quote or other documentation provided by SecureLink with the quote (the "**Quote**"). If the Quote does not specify that the Software will be provided on a hosted basis, then the license set forth above includes the right for Customer to install a reasonable number of copies of the Software solely at Customer's site as necessary to use the Software in accordance with the Documentation and this Agreement. If the Software is provided on a SecureLink server, then the Software may only be used on the server on which it is provided. Notwithstanding the foregoing, Customer may install the portion of the Software on Customer systems that enables Customer to remotely access its customers' systems, all of which as set forth more fully in the Documentation. Only employees or authorized independent contractors of Customer may use the Software; provided that: (i) all such use shall be solely for the benefit of Customer and in accordance with the terms and conditions of this Agreement, and (ii) any independent contractors of Customer shall have agreed in writing to be bound by the terms and conditions of this Agreement prior to using the Software. Customer shall remain fully liable for all acts and omissions of its employees and independent contractors, as if such acts and omissions had been committed by Customer itself.

2.2 Limitations. Except as otherwise authorized in writing by SecureLink, Customer may not (and may not permit any third party to): (i) decompile, reverse engineer, disassemble, print, copy, or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (ii) decrypt, circumvent or disable any security or other technological features or measures of the Software; (iii) publish, release, rent, lease, loan, sell, distribute, or transfer the Software to another person or entity; (iv) frame or mirror any content forming part of the Software; (v) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party; (vi) reproduce the Software for the use or benefit of anyone other than Customer; (vii) alter, modify, adapt, translate, or create derivative works based upon the Software either in whole or in part; (viii) remove any copyright notice or other

proprietary rights notices that may appear in or on the Software or Documentation; or (ix) distribute any virus, trojan horse, or other malicious code via the Software. Customer will use the Software and Documentation in compliance with all applicable laws and regulations and refrain from any unethical conduct or any other conduct that tends to damage the reputation of SecureLink. However, where you have other rights under statute that make any portion of the foregoing contractual prohibition void, you agree to provide SecureLink with reasonably detailed information regarding any intended disassembly or de-compilation.

2.3 Reservation of Rights. The Software provided under this Agreement is licensed and not sold. SecureLink (and its licensors) retain all title, interest, and ownership rights in and to the Software and Documentation. SecureLink reserves all rights not expressly granted to Customer in this Agreement. If Customer provides any feedback to SecureLink concerning the functionality or performance of the Software (including identifying potential errors and improvements), then SecureLink may use the feedback without payment or restriction.

3. Services; Updates.

3.1 Services. SecureLink will provide Customer with the implementation, training, and support services identified in the Quote (collectively, the “**Support Services**”).

3.2 Updates. SecureLink may update the Software from time to time. During the Term, SecureLink will provide Customer with all updates to the Software that it makes generally commercially available. Customer may decide whether to install updates to the Software unless SecureLink expressly notifies Customer that a particular update is mandatory. The term “Software” shall include all updates provided to Customer by SecureLink under this Section 3.2.

3.3 Additional Services. Customer may engage SecureLink from time to time in the future to provide additional services by entering into a Statement of Work signed by both parties that references this Agreement and sets forth the applicable fees and additional services to be provided (the “**Additional Services**”). All Statements of Work entered into in accordance with this Section 3.3 shall be subject to the terms of this Agreement. The Additional Services and Support Services are collectively referred to in this Agreement as the “**Services.**”

4. Fees.

4.1 License Fees. Upon execution of this Agreement, Customer will pay SecureLink the license fees set forth in the Specifications for the Initial Term (as defined below). The fees for each Renewal Term (as defined below) will be calculated in accordance with the terms of the Quote and must be paid by Customer at least thirty days prior to the start of the Renewal Term. SecureLink may update the pricing for any Renewal Term by providing Customer written notice at least ninety days prior to the end of the then-current Term. Any extension in Customer's use of the Software (e.g., use by more than the specified number of users or vendors, if applicable) will require payment of additional fees in accordance with SecureLink's then-current terms and fees.

4.2 Service Fees. Customer will pay any service fees for services provided by SecureLink in accordance with the Quote and/or the applicable Statement of Work. Customer will reimburse SecureLink for any pre-approved, out-of-pocket expenses incurred by SecureLink in connection with performing any Services at Customer's site.

4.3 Payment of Fees. All fees and amounts set forth in this Agreement are exclusive of taxes. Customer shall be solely responsible for all sales, service, value-added, use, excise, consumption, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, state, or local governmental entity on any amounts payable by Customer under this Agreement, other than any taxes with respect to SecureLink's income, revenues, gross receipts, personnel, real or personal property, or other assets. Customer shall pay interest on all amounts not paid when due, calculated daily and compounded monthly at the lesser of the rate of 1% per month or the highest rate permissible under applicable law. Customer shall also reimburse SecureLink for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys' fees.

5. Term and Termination.

5.1 Term. The initial term of this Agreement will begin on the Effective Date and continue for one calendar year (the "**Initial Term**"). This Agreement will automatically renew for subsequent one-year periods (each a "**Renewal Term**") unless either party gives the other party written notice of termination at least sixty

days prior to the end of the then-current Term. SecureLink may change the annual fee for future Renewal Terms by providing Customer with written notice of such change at least ninety days prior to the end of the then-current Term. The Initial Term together with all Renewal Terms are referred to in this Agreement as the **"Term."**

5.2 Termination. Either party may terminate this Agreement by written notice if the other party materially breaches this Agreement and fails to cure the breach within thirty days of receiving written notice specifying the breach in reasonable detail.

5.3 Survival. Sections 2.2, 2.3, 5.2, 5.3, 7.4, and 7.5 and Articles 4, 6, 8 and 9 shall survive any termination or expiration of this Agreement, regardless of the cause of termination.

6. Confidentiality.

6.1 Confidentiality. **"Confidential Information"** means any confidential or proprietary information of a party (the **"Discloser"**) that is disclosed in any manner to the other party (the **"Recipient"**) in connection with this Agreement and that at the time of disclosure either (i) is marked as being **"Confidential"** or **"Proprietary,"** (ii) is otherwise reasonably identifiable as the confidential or proprietary information of Discloser, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information. **"Confidential Information"** shall include the features and functionality of the Software and Documentation. Recipient shall hold Discloser's Confidential Information in strict confidence and will not disclose Discloser's Confidential Information to any third party without Discloser's prior written approval. Recipient shall use the same procedures to protect Discloser's Confidential Information as it uses to protect its own Confidential Information, but in any event no less than commercially reasonable procedures.

6.2 Exclusions. The restrictions under Section 6.1 above shall not apply to information that: (i) Recipient independently develops without use of Discloser's Confidential Information; (ii) was, at the time of disclosure, already known to Recipient without restriction on use or disclosure and was not obtained from Discloser; (iii) is lawfully disclosed to Recipient by a third party who is not required to maintain its confidentiality; or (iv) is approved for release by Discloser.

6.3 Ownership of Confidential Information. The Confidential Information of Discloser is and will remain the property of Discloser. Nothing in this Agreement grants or confers any rights to Recipient by license or otherwise in Discloser's Confidential Information, except as expressly provided in this Agreement.

6.4 Remedies Upon Breach. Recipient agrees that in the event of a breach or threatened breach of this Agreement, Discloser may have no adequate remedy in money damages and, accordingly, will be entitled to seek an injunction against such breach, in addition to any other legal or equitable remedies available to Discloser.

6.5 Legally Required Disclosure. If Recipient is legally required to disclose any of Discloser's Confidential Information, then it may do so provided that Recipient (i) provides prompt written notice to Discloser (to the extent permitted by law), (ii) provides all reasonably requested assistance to Discloser in attempting to limit the scope of the disclosure, and (iii) only discloses Discloser's Confidential Information to the extent actually required by law.

6.6 Press Releases and Public Announcements. SecureLink will have the right to include Licensee's name on marketing materials that SecureLink may prepare or distribute.

7. Warranties and Disclaimers.

7.1 Customer Representations and Warranties. Customer represents and warrants that: (i) it has the legal power to enter into this Agreement; and (ii) this Agreement will constitute the legal, valid, and binding obligation of Customer, enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies.

7.2 Software Warranty. SecureLink represents and warrants that the Software will operate in accordance with the Documentation in all material respects.

CUSTOMER'S EXCLUSIVE REMEDY, AND SECURELINK'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS SECTION 7.2 IS LIMITED TO, AT SECURELINK'S OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE (OR DEFECTIVE PORTION OF THE SOFTWARE), OR REFUNDING THE FEES PAID TO SECURELINK FOR THE DEFICIENT SOFTWARE, IN WHICH CASE, CUSTOMER

SHALL IMMEDIATELY RETURN AND CEASE USE OF ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.

7.3 Service Warranty. SecureLink represents and warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. **CUSTOMER'S EXCLUSIVE REMEDY, AND SECURELINK'S ENTIRE LIABILITY, FOR ANY BREACH OF THIS SECTION 7.3, OR ANY CLAIM BASED ON THE FAILURE OR UNAVAILABILITY OF THE SERVICES, IS LIMITED TO RE-PERFORMANCE OF THE SERVICES OR, AT SECURELINK'S OPTION, REFUNDING THE FEES PAID TO SECURELINK FOR THE DEFICIENT SERVICES.**

7.4 DISCLAIMERS. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SECURELINK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SECURELINK DOES NOT WARRANT (I) THAT THE SOFTWARE, DOCUMENTATION, OR THE SERVICES WILL BE free from any interruptions, delays, inaccuracies, server down-time, errors, or omissions OR (II) THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY RECEIVING THE SERVICES OR USING THE SOFTWARE OR DOCUMENTATION. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE SOFTWARE, DOCUMENTATION, OR ANY SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY SECURELINK.

7.5 Customer Data. Without limiting the generality of the foregoing, Customer shall be solely responsible for maintaining all appropriate backups of its files and data. SecureLink will not be responsible for any corruption, deletion, destruction or loss of any such Customer files or data. Customer agrees that SecureLink may, in its sole

discretion, delete any Customer data maintained by SecureLink in accordance with SecureLink's internal guidelines.

8. LIMITATIONS OF LIABILITY.

8.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL SECURELINK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE SUMS PAID BY CUSTOMER TO SECURELINK HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SECURELINK BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOSS OF DATA, OR LOST PROFITS DAMAGES (INCLUDING ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS, LOST BUSINESS, LOSS OF USE, OR LOSS OF GOODWILL) OF ANY KIND HOWEVER ARISING, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT SECURELINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL PARTS OF THE BASIS OF SECURELINK'S BARGAIN HEREUNDER, AND CUSTOMER ACKNOWLEDGES THAT SUCH PROVISIONS REPRESENT A REASONABLE ALLOCATION OF RISK.

8.2 Jurisdictions Preventing Limitation or Exclusion of Warranty or Liability. Since some states do not allow certain limitations or exclusions of warranties or liability, some or all of the limitations and exclusions set forth in Sections 7.4 and 8.1 above may be held unenforceable as applied to Customer. In such cases, SecureLink's liability shall be limited to the greatest extent permitted under applicable law.

9. General Provisions.

9.1 Relationship of the Parties; Third Party Beneficiaries. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment

relationship between the parties. There are no third-party beneficiaries to this Agreement.

9.2 Force Majeure. Neither party is responsible for delays or failures to perform its responsibilities under this Agreement (other than payment of money due) due to causes beyond its reasonable control, including: acts of God; acts of government; flood; fire; earthquakes; tornadoes; civil unrest; acts of terror; strikes or other labor problems; computer, telecommunications, internet service provider, or hosting facility failures or delays involving hardware, software, or power systems; denial of service attacks; or power failures.

9.3 Customer Trademarks. Customer agrees that SecureLink can list Customer on SecureLink's website as a customer of SecureLink and hereby grants SecureLink a limited, non-exclusive license to copy and display Customer's logo or trademark on SecureLink's website in connection with its customer list. SecureLink will provide samples of use upon request and will modify the use as reasonably requested by Customer.

9.4 Notices. Any notices or other communications required to be given in writing under this Agreement will be effective when received by email by the designated contact of either party, or upon personal or courier delivery, or three days after deposit into the U.S. mail (certified mail, return receipt requested), addressed to the party at the address set forth above, or at another address as a party may indicate by written notice to the other party.

9.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided are in addition to, and not exclusive of, any other remedies available at law or in equity.

9.6 Invalidity. If any provision of this Agreement is determined to be illegal or unenforceable, then the provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in a manner that complies with applicable law. The remainder of this Agreement, if capable of substantial performance, will remain in full force and effect.

9.7 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, SecureLink may assign this Agreement in its entirety, without the consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of SecureLink's assets. Any attempt by a party to affect an assignment in breach of this Section 9.7 shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

9.8 Governing Law; Venue. This Agreement, and all claims arising out of or relating to its subject matter, shall be exclusively governed by and construed under the internal laws of the State of Texas, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to this Agreement shall be commenced only in the state and federal courts located in Travis County, Texas. Customer consents to the personal jurisdiction of such courts and hereby waives any objection to venue of such courts.

9.9 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, check, or other business form that Customer may use in connection with the acquisition or licensing of the Service or Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of SecureLink to object to such terms, provisions, or conditions. To the extent there is any conflict between this Agreement and a Statement of Work this Agreement shall control unless the Statement of Work or Exhibit expressly states otherwise by setting forth the provisions of this Agreement that are superceded. As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or

waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

9.10 Export. This Agreement is expressly made subject to all applicable export or import laws, regulations, orders, or other restrictions. Notwithstanding anything contained in this Agreement to the contrary, Customer shall not export or import, directly or indirectly, the Software or information pertaining thereto to or from any country to which such export or import is restricted or prohibited or as to which such government or any agency thereof requires a license or other governmental approval at the time of export or import without first obtaining such license or approval. Furthermore, Customer agrees to cooperate as requested by SecureLink to ensure compliance with any such export or import restrictions. Customer agrees to hold harmless and defend, at SecureLink's option, SecureLink from any third party claim against SecureLink arising from Customer's failure to comply with this Section 9.10.

9.11 Governmental Use. If Customer is a branch or agency of the United States Government or a contractor thereto, then the following provision applies. The Software and Documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (ii) for acquisition on behalf of the Department of Defense consistent with the policies set for the in 48 C.F.R. 227.7202-1 (Aug. 1995) and 227.7202-3 (Aug. 1995).

CONTACT

SALES