



INSTALLATION AGREEMENT No. 24121901

BETWEEN

WESTNET, LLC

AND

COUNTY OF SAN BERNARDINO

This Agreement (hereinafter "Agreement") is made and entered into on the 25th day of March, 2025, by and between Westnet, LLC., a Delaware Corporation with business offices at 15542 Chemical Lane, Huntington Beach, CA 92649 (hereinafter referred to as "Westnet") and County of San Bernardino, with principal offices at 620 South E Street, San Bernardino, CA 92415 (hereinafter referred to as "Customer") and collectively referred to as the "Parties.

ARTICLE 1 - SCOPE OF AGREEMENT

Westnet shall provide the Customer, under the terms set forth in this Agreement, those services outlined and set forth in EXHIBIT A, Statement of Work.

Westnet will perform its obligations under this Agreement in the same manner as the Customer performs its obligations to the Prime Contractor. Therefore, the Customer is responsible for flowing down pertinent parts of the Prime Contract that is applicable to Westnet.

All personnel used by Westnet to perform services pursuant to this Agreement shall have sufficient skill and experience to perform the Services assigned to them.

ARTICLE 2 – CHANGE ORDERS

Changes to the scope of the Statement of Work may be made upon mutual written agreement by the Parties and incorporated into this Agreement by an Amendment. It shall be noted that changes to the Statement of Work may affect pricing or installation completion dates.

ARTICLE 3 - CONSIDERATION

Westnet shall be paid for hardware and the satisfactory performance of services in EXHIBIT A, Statement of Work in accordance with EXHIBIT D, Summary of Project Costs, within ten (10) business days after receipt of Westnet's Invoice.

The Customer shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges including, but not limited to, income, excise, import, purchase, property, federal, state or local sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon the Party by any taxing authority as a result of this performance to the Party's duties and responsibilities hereunder.

ARTICLE 4 – CUSTOMER'S TECHNICAL POINT OF CONTACT

The Customer's Technical Point of Contact for work performed/activities under this Agreement is:

Name: Don Day
Email: donald.day@pfm.sbcounty.gov
Phone: 909-387-5000

ARTICLE 5 – TERM OF AGREEMENT

The term of this Agreement shall be valid for a period of one (1) year from the date last executed by the Parties, unless terminated earlier in accordance with ARTICLE 13, Termination. This Agreement may be extended thereafter with the written mutual consent of both parties.

ARTICLE 6 – INVOICES AND TERMS OF PAYMENT

Accurate and complete copy(s) of invoice(s) shall be submitted to the following Customer's address:

County of San Bernardino
620 South E Street
San Bernardino, CA, 92415

Or sent by email at: PMD.Invoices@pfm.sbcounty.gov

Invoices shall contain a reference to the Purchase Order Number.

A correct invoice, referencing the Purchase Order Number and containing appropriate documentation shall be submitted in accordance with this ARTICLE and will be paid within thirty (30) days after receipt by the Customer.

ARTICLE 7 – INDEPENDENT CONTRACTOR

Westnet shall, at all times, act as an independent contractor in the performance of this Agreement. Neither Westnet nor its employees or agents shall present themselves to be, or be deemed to be, employees of the Customer or agents or representatives of the Customer. The Customer shall not make, and Westnet shall have no responsibility for, warranties or representations concerning Westnet or Westnet products.

ARTICLE 8 – NONDISCLOSURE

During the performance of work under individual Purchase Order(s) issued pursuant to this Contract, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. Further, during performance of work under this Contract, the parties recognize that the presence of Westnet's personnel in the Customer's facilities may subject Westnet's personnel to information and/or data that is considered by Westnet and/or the Customer to be confidential, proprietary and/or competition sensitive. Therefore, the Parties agree to the following:

- a. The terms of this Contract, including all exhibits and attachments thereto and specifically Westnet's rates, are considered confidential and shall not be disclosed except as required by applicable law or regulation. Any confidential, proprietary and/or competition sensitive information, other than the terms of this Contract, exchanged by the parties and entitled to protection hereunder shall be identified by the furnishing Party as confidential, proprietary and/or competition sensitive by (i) appropriate stamp or marking on the documents exchanged, or (ii) written notice of any disclosures made under assertion of confidentiality, sent to the receiving Party no later than two (2) weeks after disclosure, with listings of all proprietary material and appropriately stamped or marked summaries of such other disclosures.
- b. Verbal communications which are considered confidential, proprietary and/or competition sensitive may also be conducted as part of the normal discussion activities. Prior to these verbal communications, an announcement will be made that the conversation to follow is to be considered confidential, proprietary and/or competition sensitive, and at the conclusion of that part of the conversation that is considered confidential, proprietary and/or competition sensitive, an ending comment will be made so as to bracket the information which is considered to be confidential. Both parties agree to hold such verbal information in confidence in accordance with this Contract.
- c. The receiving Party will hold such confidential, proprietary and/or competition sensitive information in confidence for a period of five (5) years from the date of termination of this Contract, and during such period will

use such information only for evaluation purposes and will make such information available only to its employees having a "need to know" in order to carry out their functions in connection with the purpose of this Contract. Unless authorized in writing by the Party originally transmitting such confidential, proprietary and/or competition sensitive information hereunder, the receiving Party will not otherwise use or disclose such confidential, proprietary and/or competition sensitive information during the above-mentioned five (5) year period.

Information shall not be afforded the protection of this Contract if, on the effective date hereof, such information has been or from the time thereafter such information is:

- (1) lawfully developed by the receiving Party independently of the information received from furnishing Party;
 - (2) rightfully obtained without restriction by the receiving Party from a third party;
 - (3) publicly available other than through the fault or negligence of the receiving Party;
 - (4) released without restriction by the furnishing Party to any third party,
- d. Should the receiving Party be faced with legal action regarding disclosure of information under this Contract, the receiving Party shall forthwith notify the furnishing Party, and, upon the request and at the expense of the latter, shall cooperate with the furnishing Party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to judicial actions or for inadvertent disclosure where the proper degree of care has been exercised; provided, that upon discovery of such inadvertent disclosure, it shall have endeavored to prevent any further inadvertent disclosure and to correct the effects of any such inadvertent disclosure.
- e. All proprietary information furnished hereunder shall remain the property of the furnishing Party and shall be returned to it or destroyed promptly at its request together with all copies made thereof by the receiving Party hereunder. The Parties shall employ the same standard of care they use to protect their own proprietary information, but in any event, no less than reasonable care.
- f. No license under any patents or any other proprietary right is granted or conveyed by one Party's transmitting proprietary information or other information to the other Party hereunder, nor shall such a transmission constitute any representation, warranty, assurance, guaranty of inducement by the transmitting Party to the other Party with respect to infringement of patent or any other proprietary right of others.
- g. The receiving Party shall not disclose or deliver, directly or indirectly, any technical data or any product utilizing any such data to any person to whom such disclosure or delivery is prohibited by the U.S. Government, nor export, directly or indirectly, any technical data acquired pursuant to this Contract or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.
- h. The receiving Party acknowledges that the disclosing Party may not have an adequate remedy in the event the receiving Party breaches this provision and that the disclosing Party may suffer irreparable damage and injury. In such an event the receiving Party agrees that the disclosing Party, in addition to any other available rights and remedies, may be entitled to seek an injunction restricting the receiving Party from committing or continuing any violation of this provision.

ARTICLE 9 – LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST REVENUE, LOST PROFITS OR OTHER ECONOMIC LOSSES) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE CONTRACT PRICE OR FEES PAID OR PAYABLE BY THE CUSTOMER TO WESTNET PURSUANT TO THIS CONTRACT OR AGREEMENT.

ARTICLE 10 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

Westnet shall indemnify, defend, and hold harmless the Customer from and against all damages, losses, and expenses (including reasonable attorney's fees) incurred in connection with any third party claim arising out of or resulting from (a) any personal injury, loss, damage or death to any person or persons and any property damage arising out of the acts or omissions of Westnet, its agents, employees or subcontractors in the performance of the services outlined and set forth in ARTICLE 1, Scope of Work in pursuant to this Agreement, (b) the violation of any applicable law or regulation by Westnet, its agents, employees or subcontractors in the performance of the services outlined and set forth in ARTICLE 1, Scope of Work in pursuant to this Agreement.

ARTICLE 11 – INTELLECTUAL PROPERTY

1. 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. In the event written permission is granted for such use, each Party must strictly follow the other Party's instructions concerning the use of the other Party's trademarks.

2. Reservation of Rights

Westnet reserves all right, title, and interest in and to the Intellectual Property Rights in and to the Westnet System and all equipment, documentation, software (in both object code and source form) and Confidential Information (collectively "Westnet IP") made available to the Customer for purposes of performing the Services pursuant to this Agreement. The term "Intellectual Property Rights" shall mean all worldwide rights in and to the Westnet IP, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a Party. Nothing in this Agreement is intended to grant any Intellectual Property Right in and to the Westnet IP. This Agreement does not grant the Customer the right to manufacture any of Westnet's software or equipment.

3. Restrictions

The Customer will not use the Westnet IP to develop or otherwise bring to market any product or application that is competitive with any Westnet product or service. The Customer will not, directly, or indirectly, alter or modify the Westnet IP, or reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, or know-how relevant to the Westnet IP.

4. Patents

If any invention or discovery is made or conceived by Westnet in the course of any of the work under any assignment issued under this Agreement, Westnet shall keep signed, witnessed, and dated records of all information thereon. Westnet will obtain at its own expense patent agreements to effectuate the purposes of this Article from all persons who perform any part of the work under the agreement.

ARTICLE 12 – INSURANCE

- a. Westnet shall, at its own expense, procure and maintain during the entire performance period of this Agreement, insurance of at least the kinds and minimum amounts set forth below:

Workers' Compensation (U.S. Dollars) (If required by Customer's State of Operation):

In accordance with the laws of the country or state in which the work is being performed and having an Employers' Liability limit of at least \$1,000,000.

Comprehensive General Liability including Contractual Liability (U.S. Dollars):
\$1,000,000 Combined single limit for Bodily Injury & Property Damage.

Automobile Liability Insurance including owned, hired, and non-owned vehicles (U.S. Dollars) (at Customer Site): **\$1,000,000** Combined Single Limit for Bodily Injury and Property Damage.

- b. Prior to the commencement of work hereunder, Westnet shall furnish the Customer a certificate of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Customer's in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Agreement is to be performed and in no event less than thirty (30) days after written notice thereof to the Customer.

ARTICLE 13 – TERMINATION

- a. **For Convenience**

Either Party reserves the right to terminate this Agreement in whole or in part at its convenience by written notice. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims which Westnet may have against the Customer. The sole obligation of the Customer in the event of such termination shall be payment of consideration due under ARTICLE 3, Consideration.

- b. **For Default**

If either Party breaches a material obligation under this Agreement, 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 written 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, or if the cure plan is unacceptable to the non-breaching Party, then the non-breaching Party may terminate this Agreement for breach.

If bankruptcy, insolvency, dissolution, receivership, or equivalent proceedings are instituted by or against Customer, prior to Customer making any assignment for the benefit of creditors or entering into any such arrangement or upon Customer becoming insolvent, Westnet may terminate this agreement.

- c. **Return of Confidential Information and System Components**

Upon the termination of this Agreement, all Confidential Information provided by Westnet (including all copies and reprints) that are in the Agreement and 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 assist Westnet in returning those components of the Westnet System not yet accepted and paid for in full by the Customer, 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.

Termination of this Agreement shall not relieve either Party of its continuing compliance with ARTICLES 8, 9, 10, 11, 13, 14, 15, and 16 of this Agreement.

ARTICLE 14 – NON-SOLICITATION

It is hereby agreed that neither Party shall solicit for employment an employee of the other Party at any time during the term of this Contract, or one year thereafter, without the written consent of the other. During the Non-Solicitation Period, neither shall not, directly, either for themselves or any other entity, (i) induce or attempt to induce any employee of the other Party to leave, (ii) in any way interfere with the relationship between the other Party and any of its employees, or (iii) induce or attempt to induce any customer or business relationship of the other Party to cease doing business with the other, or in any way interfere with the relationship between the other Party and any customer or business relationship. Direct solicitation does not include individuals responding to advertisements or general media, except to the extent an individual was specifically encouraged to respond to such advertisement or media.

ARTICLE 15 – NON-CIRCUMVENTION

It is agreed during the performance of a Task/Purchase Order and/or Statement of Work under this Agreement and one year thereafter, the Customer shall not, directly or indirectly, a) negotiate or enter into, or attempt to negotiate or enter into, any agreement, covenant or understanding, written or oral, with Westnet's subcontractors to which provided services under this Agreement or any person or entity directly introduced to the Customer by Westnet, unless it has received Westnet's express prior written permission; b) knowingly interfere with, circumvent, or otherwise impede in any manner the relationship of Westnet with, any person or entity with which Westnet is dealing or who is in conflict with Westnet; nor c) attempt to create, duplicate, copy or offer for sale any services or products of Westnet not previously offered by recipient.

ARTICLE 16 – CONFLICT OF INTEREST AND NON-COMPETE

Customer agrees to inform Westnet of all the Customer's interests, if any, which may be, or which the Customer has reason to believe may be incompatible or competitive with the interests of Westnet or Westnet's customers. In addition to the foregoing, the Customer agrees not to make improper use of any information that comes to Customer or its agents or representatives in the performance of services hereunder.

Additionally, the Customer will not, without the prior notification and consent of Westnet, during the term of this Agreement, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity which is competitive with the then existing business of Westnet. Notwithstanding the foregoing, Customer may own shares of competing companies whose securities are publicly traded, so long as such securities do not constitute five percent or more of the outstanding securities of any such company.

ARTICLE 17 – COMPLIANCE WITH LAWS

Both parties shall comply with all applicable laws, regulations, ordinances and other rules of all governments and governmental agencies having jurisdiction over any portion of performance under this Agreement. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes it, plus any related or supplemental documents and notices, shall be construed in accordance with and governed by the laws of such state, conflict of law rules notwithstanding. Customer irrevocably waives any objection, which it may now or hereafter have to the laying of venue of any proceeding under this provision in the United States Fourth District Court of Southern California or the Circuit Court for Orange County, California.

ARTICLE 18 – FORCE MAJEURE

- a. For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy, compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore, acts of war, public disorder, rebellion, terrorism or floods, hurricanes or other storms; or strikes or disputes, or epidemics, or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected.

- b. A delay in or failure of the performance of either Westnet or the Customer shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
- c. The Party who is prevented from performing by force majeure (i) shall be obligated within a period not to exceed fourteen (14) days after the occurrence or detection of any such event to give notice to the other Party setting forth in reasonable detail the nature therefore and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonable.

ARTICLE 19 – NOTICES

All notices under this Agreement shall be in writing and shall be sent by United States Postal Service, Certified Mail, Return Receipt Requested (or any other delivery service such as Federal Express or UPS) postage prepaid and/or by electronic mail addressed as follows:

Westnet, LLC
 15542 Chemical Lane
 Huntington Beach, CA 92649
Attention: Coty Sandberg
 Phone: 360-303-4408
 Email: coty.sandberg@westnetpublicsafety.com

County of San Bernardino
 620 South E Street
 San Bernardino, CA, 92415
 Attn: Don Day
 Phone: 909-387-5000
 Email : donald.day@pfm.sbcounty.gov

ARTICLE 20 – EXPORT CONTROL

Westnet shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this agreement. In the absence of available license exemptions/exceptions, Westnet shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Westnet shall be responsible for obtaining export licenses, if required, in the performance of this agreement. The Customer shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

ARTICLE 21 – ASSIGNMENT

Customer shall not assign or otherwise transfer this agreement in whole or in part, without Westnet approval which will not be unreasonably withheld. As a result of any such assignment, any money due, or to become due by the Customer may be assigned, provided that such assignment is acknowledged and approved by Westnet, in writing.

ARTICLE 22-DISPUTES

Any disputes, claims, or controversies arising out of or in relation to this Agreement issued hereunder, interpretation, performance, or non-performance, including the validity, scope, and enforceability of this ARTICLE, shall be addressed as follows:

- a) Initial Resolution by Parties. Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Agreement, or to the performance by either Party, or to the threatened, alleged or actual breach by either Party, which is not disposed of by mutual agreement within a period of thirty (30) days after one Party has provided written notice of the dispute to the other, shall be subject to Executive Level review by Westnet and Customer. If this review process is not successful within a reasonable period of time (normally 15-30 days unless extended by agreement of the parties), then Parties agree to proceed with Mediation and or arbitration in accordance with the American Arbitration Association.
- b) If disagreement is not resolved by the Parties as described above, Parties agree to Mediation.

If the Members are unable to agree on a matter or any other decision that requires the approval or consent

of both Parties (a “Fundamental Issue”) for a period of at least thirty (30) days (or for a longer period if mutually agreed by the Parties), the disagreement shall be mediated (the “Mediation”) within fifteen (15) days from the date a written request for mediation is made by either Party. The Mediation shall take place at a location mutually agreeable to the Parties and shall be in English. Mediation shall be conducted before a single mediator, which has been agreed upon by the Parties. If Parties cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all Parties shall equally bear the fees and expenses of the final mediator. The decision of the mediator shall be final and binding on the Parties.

ARTICLE 23-WAIVER

Failure or delay by either Party to exercise any right or power under this Agreement 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.

ARTICLE 24-SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (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 Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 25-HEADINGS AND SECTION REFERENCES

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

ARTICLE 26 – COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties hereto regarding the subject matter hereof. This Agreement supersedes all other quotations, proposals, prior agreements, or representations, oral or written, and all other communications between the parties related to the subject matter of this Agreement. This Agreement may not be amended or modified unless so done in writing signed by authorized representatives of both parties.

ARTICLE 27 – CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agree to promptly execute and deliver to the other party an original signed Contract upon request.

[Signatures on next page.]

//

//

//

//

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED IN AS OF THE EFFECTIVE DATE ABOVE WRITTEN.

Signatures and Dates Signed:

WESTNET, LLC

BY: 

NAME: Steve Anderson

TITLE: Chief Financial Officer

DATE: 03/20/2025

COUNTY OF SAN BERNARDINO

BY: 

NAME: Dawn Rowe

TITLE: Chair, Board of Supervisors

DATE: MAR 25 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL, Clerk of the Board of Supervisors of the County of San Bernardino

By 



EXHIBIT A

Statement Of Work For First-In Alerting System Platform and AVD for New VCC Dispatch Installation



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



PROJECT OVERVIEW:

The purpose of this project is for the providing and installing of Westnet First-In[®] Fire Station Alerting Platform and AVD for new VCC Dispatch System. The parties to this project are: Westnet LLC. (Westnet or "Contractor") as the provider, installer, and implementer of the system and County of San Bernardino as the "Client," or "Customer."

Upon receipt of a properly formatted alert from the Client's CAD, the System will utilize the Client's network and radio system to activate the Westnet Systems in the Client Fire Stations. Depending upon Station relays and interfaces, the various First-In Smart Station Units (Units) and/or other non-Smart Station units, if implemented (i.e., Client's public address system, traffic lights, stove, etc.) will emit an audible and/or visual indication of an incoming alert from Dispatch.

EXHIBITS:

The Exhibits listed below are incorporated into and made a part of the Contract. In interpreting these Exhibits any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A	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

PROJECT SCHEDULE:

The estimated project timeline starts upon Westnet's acceptance of the Customer's purchase order which includes by reference this Statement of Work. The timeline for completion is ninety (90) days from the later of the accepted Purchase Order or Westnet's receipt of all programming information necessary to deliver the System. Factors that may expedite or delay this schedule include: each party completing their respective tasks, the technical assistance or items provided by Client third parties (i.e., CAD vendor) and successful completion of a project milestone.

Customer acknowledges that the system to be provided is highly customized and the result of significant resources in the design, manufacturing, programming, and shipping processes. Should Customer, after authorizing Westnet to proceed with this project, decide to cancel the project, the Customer will remain liable for all special engineering services, project coordination charges, licensed software, computers, and the cost of any equipment already designed or programmed as of the time of the cancellation, without regard to whether that equipment was already shipped or delivered.

CHANGE ORDERS:

No changes to this SOW that result in additional charges will be implemented without an approved written Change Order executed by both parties.

WESTNET TO PROVIDE:

1. The Deliverables as listed in Exhibit C.
2. Installation of the Deliverables, which includes installation and testing.
3. Participation in on-site acceptance testing as listed in Exhibit E.



4. A Westnet Representative at the conclusion of the installation to certify the installation and provide operator training. Operating training will take place during a single mobilization at the conclusion of station installation and consist of one (1) class per fire station.
5. Project management and coordination with Customer technical staff on system configuration.
6. A one (1) year warranty per Exhibit B. The warranty and technical support period commence upon completion of the Acceptance Testing Plan.
7. As-built drawings depicting the Westnet equipment in the fire station(s), if applicable.

CUSTOMER TO PROVIDE:

1. Project completion is dependent upon the timely completion and return of the Westnet RFI documents.
2. The Customer's IT Dispatch personnel will need to work with Westnet to identify the ports that need to be opened to communicate with the MCU.
3. Removal or disposal of any existing equipment.
4. Rough-in of boxes and any conduit required by the electrical code or Customer.
5. Confirmation that all rough-in is complete prior to scheduling installation of the System.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Any interfaces in Dispatch (i.e., CAD or radio console) or licenses to other dispatcher centers.
8. Locked storage for the equipment. The Customer will bear the risk of loss on the equipment once it has been delivered to the Customer or has been permanently affixed to the fire station. The Customer's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1.
9. All antivirus and operating system updates for any Dispatch or station computers supplied for or used in this project. The Customer will need to schedule the updates with Westnet in order to minimize system interruption.
10. Provide a minimum of five (5) business day notice to the Westnet Project Manager or Westnet's Installation Company should the Customer need to postpone the scheduled installation or any project-related visits. Remobilization charges may apply if the Customer has not provided all items listed in this Statement of Work prior to the scheduled installation and if Westnet is unable to reasonably continue work at another Customer location.
11. One (1) unused electrical wall outlet for each UPS, Appliance and Systems Interface Unit, flat panel display, Server, and/or Messenger. Westnet highly recommends using wall outlets that are part of the generator back-up supplied power system.
12. All wiring to and from the Control Remote. Westnet installation does not include any wiring for devices connected to the Control Remote.
13. Adequate space to install the System. If the Customer desires the System to be installed in a rack, a First-In Rack Mount Kit and other accessories will be required. The Master Control Unit (MCU), Power Module and UPS must not be more than six (6) feet from the fire station radio(s), the network switch and a 110-volt outlet.
14. Provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrester with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing



circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g., DTMF, P25, Digital, 2-tone sequential, etc.).

15. Access for Westnet to install, at its discretion, 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 and/or maintenance period.
16. If permits are required, the Customer will provide electronic drawings of the station. These drawings must be capable of being edited and used for the permit process. Unless otherwise listed as a Deliverable, a separate fee will be assessed for permit fees and related time and expenses.
17. The supply or install of any conduit work, power receptacles, shunt trip circuit breakers, coils for the kitchen appliances, gas solenoid, power contactors, any wiring in excess of 24-volts, bond fees, or any other work and/or materials not specifically included or listed herein.
18. A Client provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has VoIP telephone system, the Client shall provide an analog telephone adapter (ATA) that will include Caller Party Control and assign an extension for in-house paging.
19. The Appliance and Systems Interface Unit (SS-SAIU-10) will only control a gas solenoid valve rated 1.51 amps 24V AC. The Westnet tested and accepted natural gas valve is the ASCO Red Hat Normally Closed gas valve.

Normally closed means that the valve will flow gas when the 24VAC power is applied to the gas valve control coil. When the fire station is in an alerted mode, the SS-SAIU-10 removes the 24 VAC power from the gas control coil and the gas valve closes shutting off the flow of natural gas to the appliances. The SS-SAIU-10 requires a 120V receptacle located in accessible area and is to be installed by a licensed electrician. **The approved ASCO Red Hat valves are as follows: 8215B060, 8215B050 or 8215G030.** This valve must be furnished and installed by others. They are not to be mounted outside as they are not rated as weatherproof. The solenoid must be installed in a ventilated area and by a licensed plumber. Each additional electrical appliance(s) and/or fixture(s), to be controlled by the SS-SAIU-10, requires a Client provided, 50 Amp (Minimum), 600V, 24VAC Coil, continuous-duty contactor to be installed by a licensed electrician. **The SS-SAIU-10 must be installed on a dedicated circuit (supplied and installed by others).**

Appliances utilizing the SS-SAIU-10 must utilize an electric pilot ignitor. If the stove has an automatic ignitor, Westnet recommends having an electrician install a power contactor (relay) in the AC power line to the stove as well as the gas valve. The Appliance Controller would then control two outputs, one for the gas and the second output to control the stove's AC power. The relay for the AC power should have a coil control voltage rating of 24 V AC.

20. Provide Westnet with any other support to ensure successful installation and integration of the alerting Systems.

DEPENDENCIES AND ASSUMPTIONS:

1. The Customer will obtain any required installation approval of the Historical Society or other agencies having jurisdiction over installing/relocating equipment in the Fire Stations. The Customer agrees to pay the permit fees if any.
2. The number of contact closures in a Control Remote will not exceed eight (8). Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Westnet will not do any high-voltage wiring.
Customer



3. Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming to any units once the Customer has signed the System Configuration Form may be billable to the Customer.
4. If during the installation process, Westnet suspects or encounters asbestos or other hazards, Westnet will inform the Customer. Westnet will use its best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos 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 damage.
5. Westnet will use their best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e., the possibility of asbestos, inaccessibility), certain cables and raceways may need to be surface-mounted or devices relocated to a more practical location. Westnet understands that the term "optimal" is subjective. Although Westnet will attempt to place the equipment in the Customer's desired locations, Westnet reserves the right to place the equipment in the safest and most beneficial location for system performance.
6. Any issue affecting the installation such as corrections or repairs, discrepancies among Customer personnel regarding the placement, mounting methods or other installation matters, must be resolved within twenty-four (24) hours while Westnet personnel is on-site. If such resolution does not occur, Westnet may bill the Customer and Customer agrees to pay for any standby time until such discrepancy is resolved.

EXCLUSIONS:

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Westnet:

1. Any equipment not listed in the Contract Deliverables Schedule (Exhibit C), including, but not limited to, access doors and hatches.
2. Spare/loaner equipment unless an on-site warranty is purchased.
3. Westnet does not warranty equipment provided under this Statement of Work should a party other than Westnet or Westnet's installation subcontractor or Westnet trained installer install or integrate any non-Westnet equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Customer's radio system.
4. 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 are responsible for equipment and personnel assignment.
5. The Customer will be notified of any non-functioning Customer equipment. Westnet's proposal does not include repair or replacement of any Customer-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Customer will need to repair those items.
6. Westnet's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.
7. Aesthetic restoration of installation areas (e.g., color/texture matching), of ceilings, walls, or conduit runs, beyond what Westnet determines is commercially viable.
8. 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. Any increases in any tax rate as listed in the Contract shall be reimbursed by the Customer.



9. The Customer agrees to pay or reimburse Westnet plus overhead for all permit fees, fees by others, time expended in drafting and submittal of permits, and related expenses unless specifically listed and at the amount in Exhibit C. If permits are required, Customer agrees to pay for permit fees (plus overhead or carrying costs), permitting costs, permit expediting fees, as well as additional project management fees.



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, LLC. STANDARD LIMITED WARRANTY

Westnet, LLC. ("Westnet") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Customer (collectively, the "Product"). If Westnet, or an authorized Westnet subcontractor performs the installation, such installation service will be deemed to be part of the Product for the purposes of this Limited Warranty.

Warranty Commencement Date: When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

Scope of Warranty: Westnet warrants exclusively to the Customer that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Westnet will perform all warranty work at its service location only, unless Westnet agrees, in its sole discretion, to perform at Customer's location. Customer's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Westnet's option, of the non-conforming Product, or (2) at Westnet's sole discretion, reimburse Customer the purchase price paid by Customer for the Product, provided Customer has returned the Product to Westnet. Repairs may be made with either new or reconditioned components and will be shipped to the Customer at the expense of Westnet. Any replaced Product becomes the property of Westnet.

Limitations/Exclusions: This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance 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, lightning, power cuts or outages, power or telephone line transients, viruses, 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 does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) 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, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

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 PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) 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.

Warranty Claims: In order to make a Claim under this Limited Warranty, the Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent



to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649**

or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

Upon receipt of written notice, Westnet will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Westnet in writing, Customer must return the alleged non-conforming Product to Westnet's designated service center. Customer shall be responsible for all expenses associated with the transportation to/from Westnet's designated service center. Westnet shall not be liable for any damage incurred in the transportation of the Product to/from Westnet's designated service center.

LIMITATION OF LIABILITY: IN NO EVENT SHALL WESTNET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO CUSTOMER'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGGREGATE LIABILITY: TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF WESTNET, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

INFRINGEMENT. Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (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 purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

This Limited Warranty 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 Limited Warranty.



WESTNET

EXHIBIT C

CONTRACT PRICE AND DELIVERABLES

(See Separately Attached Quote Q-09983-Z7X7)

EXHIBIT D
Summary of Project Costs

Description	Total Project
FIRST-IN ALERTING PLATFORM AND AVD FOR NEW VCC DISPATCH STATION SYSTEM	\$225,939.58

	PROJECT MILESTONE	EXHIBIT	PROJECT COST %	INVOICE AMOUNT
1	Preproduction/Contract Signature	n/a	30%	\$67,781.87
2	Due Upon Delivery	Exhibit A-1	30%	\$67,781.87
3	Due Upon Installation	Exhibit A-2	30%	\$67,781.87
4	Due Upon Final Acceptance	Exhibit F	10%	\$22,593.97

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, LLC. 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.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	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 .

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	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 sends the shutdown command to the station.

- Pass
- N/A
- 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	



EXHIBIT F

FINAL SYSTEM ACCEPTANCE CERTIFICATE

The signature below serves as verification that the System has passed the 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 turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment was purchased. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free technical support
- Repair and/or replacement of malfunctioning units (except UPS)
- Spare equipment delivered the next business day (and Saturdays where available)
- Remote diagnostic analysis and uploads, standard release software upgrades

2. RESPONSE TIMES

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table where applicable. 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). On-site times are calculated by after remote attempts to correct the issue are deemed unsuccessful or unavailable by Westnet. Lack of or unavailability of a Customer-supplied VPN connection to any station or the dispatch center shall be considered the Customer's waiver of any response time obligation for that particular issue.

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) Project Equipment. • Station reports that it is not receiving any form of an alert or there is no audio in any areas of the 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 on 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 the Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. 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 at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet’s call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations 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.
- D. 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.
- E. 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.



- F. Provide the name, 24-hour telephone number and position of the responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour of notice of an on-site visit. If training, badges or background checks are required any time during the term, Customer agrees to pay for such costs.
- H. 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.
- I. 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.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line full-time UPS.
- K. 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.
- L. 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.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.