

**CITY CLERK  
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C-10049  
06/26/2015

**POWERDMS, INC.  
Software as a Service ("SaaS") Agreement  
Terms and Conditions**

**THIS SOFTWARE AS A SERVICE ("SAAS") AGREEMENT** (this "Agreement") is entered into on this 26 day of June 2015 (the "Effective Date"), by and between POWERDMS ("Vendor"), a Delaware corporation with its principal place of business at 200 East Robinson Street, Suite 425, Orlando, Florida 32801-1925, and City of Glendale ("Customer"), an Arizona municipal corporation with its principal place of business at 5850 West Glendale Avenue, Glendale, Arizona 85301.

**Recitals**

WHEREAS, Vendor has developed and provides a service (the "Service") for electronic content and relational database management of a Customer's proprietary or public documents, data and/or materials ("Customer Data") utilizing Vendor's PowerDMS™ document management software application ("PowerDMS") and PowerStandards software assessment tool ("PowerStandards") (collectively, PowerDMS™ and PowerStandards are referred to as "Software"), either or which can be used independently or together in conjunction with Customer's Customer Data to provide the Service on a dedicated Vendor-hosted Site (as defined herein) accessible by Customer and Customer's Users via Internet connection; and

WHEREAS, Customer desires to subscribe for and utilize the Service and the Site and to acquire a non-exclusive license to use part or all of the Software in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following definitions (and additional definitions provided below) will apply:
  - a) "Activation Date" is defined in Section 19.
  - b) "Customer Data" means proprietary and/or public data, information or material provided or submitted by Customer or any User which is maintained on the Site by Vendor and displayed in conjunction with the Software in the course of providing the Service.
  - c) "Customer Representative" means the Users designated by Customer as authorized to create User accounts, administer Customer's use of the Service and otherwise represent Customer for the purpose of this Agreement.

d) **"Pricing Schedule"** means the subscription fees, base Software fees, and any professional services fees for the Service referenced in the Quotation Sheet.

e) **"Quotation Sheet"** means service order form number 00029927 containing a description of the Software and/or Service(s) to be furnished by Vendor to Customer, the Pricing Schedule for same, the Target Activation Date, and the Term of any subscription for such Software and/or Service(s) which is executed by Customer and forms a binding part of this Agreement. (Attached as Exhibit A).

f) **"Site"** means the access-controlled, server-based site created for Customer and Customer's Users of the Service and located on the Internet at <http://PowerDMS.com>.

g) **"Term"** means the term of Customer's subscription for the Services as set forth specifically in the Quotation Sheet.

h) **"User"** means one of Customer's employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer's business affairs that are authorized to use the Service and have been supplied User identifications and passwords by Customer.

2. **Grant of Rights.** During the Term, Vendor grants Customer, and Customer's Users, the right to access the Site and use the Service via the Internet under and subject to the terms herein. Vendor will host the Service. Vendor reserves the right to make changes and updates to the functionality and/or documentation of the Site and the Service from time to time.

3. **Grant of License.** Vendor hereby grants to Customer a non-exclusive license to use the Software, or any component thereof, during the Term to access the Site and view the Customer Data displayed therein. Customer agrees that it will not (i) modify, translate, or create derivative works of the Software (including comparative works); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code; or (iii) distribute the Software in printed, hardcopy form, in compiled or assembled form, or in any other manner or form that effectively recreates or simulates the Software, whether electronically or in printed, hardcopy form. Customer acknowledges and agrees that any breach by it, or by any of its agents, employees, or representatives, of this Section shall cause irreparable injury to Vendor and that, in such an event, and in addition to any other remedies that may be available, in law, in equity, or otherwise, Vendor shall be entitled to seek and obtain injunctive relief against any threatened or continuing breach hereof.

4. **Number of Authorized Users.** The number of authorized Users for any given Site or Service during the Term shall be that number as is set forth specifically in the Quotation.

5. **Pricing Schedule.** Customer agrees to pay those subscription fees, base Software fees, and any professional services fees for the Service(s) as are set forth specifically in the Quotation Sheet at such times and in such amounts as delineated therein, or as Vendor and Customer otherwise agree in writing.

**6. Appropriate Use of the Site and the Service.**

a) While Users may be any persons that Customer authorizes to access the Site and use the Service for its business, including, but not limited to, Customer's employees and contractors, Customer may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Vendor's prior written consent.

b) Customer agrees not to share Site-specific license codes or access passwords with other parties and understands that license codes and access passwords are customer specific.

c) Customer agrees not to use the Service to submit to the Site any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise objectionable in Vendor's sole discretion (collectively "Objectionable Matter"). Customer shall ensure that its Users do not submit any Objectionable Matter and shall accept all liability therefor. In addition, Vendor may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Vendor web site and Customer and Customer's Users will be bound by any such rules. Customer and Customer's Users will comply with all applicable laws regarding Customer Data and use of the Service, including laws involving private data and any applicable export controls. Vendor reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section 6.

d) Vendor reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to Vendor's computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by Customer will be a material breach of this Agreement.

e) Vendor designs its Site to allow Customer to achieve differentiated configurations, enforce User access controls, and manage Customer Data that may be populated and/or made accessible on a per-Customer basis in Customer's country of residence. Customer's use of the Site and Service and compliance with any terms herein does not constitute compliance with any local Law of Customer's home country if such Customer is located outside the United States or the country of its Users if such Users are located outside of the United States. Customer has an independent duty to comply with any and all Laws applicable to it, including, but not limited to, data privacy and security Laws of Customer's jurisdiction and the jurisdiction of residence of its Users. While Vendor complies with the Laws of the United States, Vendor has not taken any specific steps to comply with the Laws of any other jurisdiction, and Customer shall not rely on Vendor's compliance with any such Laws in certifying its own compliance to its local governmental authorities.

f) Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service. Without limiting the generality of the foregoing, Customer shall not make the Site available to any User that: (i) is located in a

country that is subject to a U.S. government embargo; (ii) is listed on any U.S. Government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

7. **Passwords and Access.** Customer is responsible for all activities that occur under Customer's User accounts. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify Vendor immediately of any unauthorized use of any Site or Service username or password or account or any other known or suspected breach of security.

8. **Customer Data.**

a) All Customer Data submitted by Customer to the Site, whether posted by Customer or by Users, will remain the sole property of Customer or such Users to the full extent provided by law.

b) Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Vendor will not use the Customer Data for any purpose other than to provide the Service to Customer.

c) Vendor will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use. Vendors' production and disaster recovery systems are maintained in geographically dispersed secured SOC 2 certified datacenters in the United States with redundancy on all critical support elements (i.e. data, power, environmental controls, and fire suppression).

d) All Customer Data accessible at the Site by Customer and Users of Vendor's Service has been designed, created and provided solely by Customer or third parties without the participation or involvement of Vendor. Vendor assumes no responsibility for the accuracy, propriety, or usefulness to Customer and/or Users of such Customer Data. Vendor provides no warranties, representations or indemnification to Customer and/or Users for their access to, and use of, such Customer Data. The provisions of Section 15(a) are expressly inapplicable to the display of any such Customer Data during the use of Vendor's Service by Customer and/or User.

e) During the Term of this Agreement, Customer may extract and/or purge Customer Data at any time by accessing its Customer Data directly through Customer's Service account. Customer may extract all Customer Data through the backup function within the application. All Customer Data is returned to Customer in its native format or within a common computer delineated file. At any time during the Term, Customer may also make a written request to Vendor to purge all of the Customer Data related to Customer's site. Upon Termination of this Agreement, Vendor shall retain all Customer Data for a minimum of ninety (90) days, and Customer may continue to submit to Vendor written requests to purge or retrieve Customer Data. Thereafter, Vendor shall have no obligation to continue to hold, export or return Customer Data, and Customer acknowledges Vendor has no liability whatsoever for deletion of Customer Data which may occur ninety (90) days after termination of this Agreement.

f) Vendor conducts automatic backups of its systems, including the Site and Customer Data stored therein, pursuant to Vendor's internal backup policies, which may be modified in Vendor's sole discretion at any time without notice. If the Site or Vendor's systems are impacted by any failure or other incident resulting in data loss on Vendor's primary system, Vendor will take commercially reasonable steps to restore the Site and Customer Data from the most recent existing, unaffected backup available to it. Vendor makes no representations or warranties regarding its ability to recover any Customer Data lost, and Customer acknowledges that it is responsible for conducting its own regular backups of Customer Data through its account interface.

9. **Limited License to Customer Data.** Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

10. **Vendor's Ownership.** Vendor retains all rights in the Site and the Service. This Agreement grants no ownership rights to Customer. No license is granted to Customer except as to use of the Site and the Service as expressly stated herein. The Vendor name, the Vendor logo, and the product names associated with the Service are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

11. **Restrictions on Use of the Service.** Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or (iv) copy any features, functions or graphics of the Service. Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited.

12. **Privacy.** Vendor agrees to implement its privacy policies in effect from time to time. Vendor reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law.

13. **Additional Warranties.** Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

14. **Professional Services.**

a) Customer may retain Vendor to perform professional services ("Professional Services") as the parties may agree upon in writing in the form of a work order or other writing ("Work Order"). Vendor will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."

b) Unless otherwise agreed in writing in the Quotation Sheet, Professional Services are provided by Vendor on a time and materials basis at Vendor's then applicable rates and subject to such deposit or advance payment as Vendor may require.

**15. Indemnification.**

a) Vendor will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service (other than that due to Customer Data). In case of such a claim, Vendor may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Vendor may terminate the Service and this Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. **THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.**

b) In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

**16. Disclaimers and Limitations.**

a) THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SITE AND SERVICE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

b) Except with regard to Customer's payment obligations, any claims with respect to either party's violation of the intellectual property rights of any third party and Vendor's indemnification obligations, in no event will either party's aggregate liability exceed the license fees paid by the Customer during the subscription. Except in regard to Customer breach of Sections 6, 7, or 11, in no event will either party be liable for any indirect

special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

c) The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services ("Third Party Services") and/or third party Content. Vendor does not supply and is not responsible for any Third Party Services or Content, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. VENDOR MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT.

**17. Confidentiality.**

a) "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

b) Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

c) Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) years after the termination or expiration of this Agreement.

d) Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

e) In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the

disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

**18. Term and Termination.**

a) The Term commences on the "Effective Date" and shall continue for an initial term of two years; the parties may extend this agreement for up to two additional two year periods upon express mutual written agreement. Vendor will use commercially reasonable efforts to make the Service available to Customer on the "Target Activation Date" as set forth specifically in the Quotation Sheet. The "Activation Date" will be the date that Vendor first makes the Service available to Customer and provides email or written notice of such availability to Customer. In most cases, the Target Activation Date and the Activation Date will be the same; Vendor will inform Customer of any likely delay. This Agreement shall automatically be renewed and extended for an additional Term. An invoice shall be treated as Vendor's notice to renew and payment of the invoice as customer's agreement to renew. In the event Customer does not pay the submitted invoice, this Agreement shall terminate upon the expiration of the current Term.

b) Either party may terminate this Agreement at any time in the event that the other party breaches any material term of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof or, if the breach cannot reasonably be cured during such period, fails to begin diligent efforts to cure that breach during such period and continue with such efforts until the breach is cured.

c) Vendor, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service and/or terminate this Agreement if Customer fails to pay any one or more of the subscription fees set forth in this Agreement within the time period expressly set forth therein, or if Customer otherwise materially breaches this Agreement and such breach has not been cured within 10 business days of notice of such breach.

d) If the Customer or Vendor enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior written approval the other party), or compounds with or makes any arrangement with its creditors otherwise than in the ordinary course of business or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver, or administrator appointed over the whole or substantially the whole of its business or assets, or if it ceases or threatens to cease to carry on its business, the other party may terminate this Agreement immediately.

e) Vendor may suspend or terminate Customer's use of the Site or Services at any time without prior notice in order to: (a) prevent damages to, or degradation of, Vendor's Internet network integrity; (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (c) otherwise protect Vendor from potential legal liability. Vendor shall use commercially reasonable efforts to notify Customer of the reasons for such suspension or termination action as soon as reasonably practicable after such action. In the event of a suspension, Vendor shall promptly restore use of the Site and Services to Customer as soon as the event giving rise to the suspension has been

resolved. Nothing contained in this Agreement shall be construed to limit Vendor's action or remedies in any way with respect to any of the foregoing activities. Vendor reserves the right to take any and all additional actions it may deem appropriate with respect to Customer's use of the Site and Services, including taking action to recover the costs and expenses of identifying offenders and excluding them from the Site and Services, and levying cancellation charges to cover Vendor's expenses in the event of disconnection of dedicated access for the causes outlined above.

f) Upon termination of this Agreement for any reason, all outstanding amounts due Vendor by Customer will immediately become due and payable. In addition, except for the provisions set forth in Section 19, all rights and obligations of the parties hereunder will automatically cease. Furthermore, upon such termination, Customer and Users shall cease all use of Services. In the event that Customer has not removed all of Customer's Confidential Information and data from the Site prior to Vendor's deactivation or deletion of Customer's account, then, so long as Customer was in compliance with the terms and conditions of this Agreement at the time of termination of such Agreement, and upon Customer's written request, Vendor shall, as promptly as is reasonably possible after termination, return to Customer all of Customer's Confidential Information and data contained in its account electronically in an appropriate and reasonable format as mutually agreed by the parties and in compliance with Section 8(e) herein. Further, Customer agrees that Vendor shall not be liable to Customer or any third party for any termination of this Agreement.

g) Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to the termination or any other rights or other remedy which a party may have with respect to any breach of this Agreement which existed at or before the date of termination.

**19. Survival of Provisions.** The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for Vendor's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 8(a) & (d) (Customer Data), 11 (Vendor's Ownership), 12 (Restrictions on Use of the Service), 15 (Indemnification), 16 (Disclaimers and Limitations), 17 (Confidentiality), 18 (Term and Termination), 19 (Survival of Provisions), 20 (Notice) and 22 (Miscellaneous).

**20. Notice.** Vendor may give notice by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account, with a copy to the Glendale City Attorney, 5850 West Glendale Ave., Ste. 450, Glendale, AZ, 85301. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to Vendor by email to [Contracts@powerdms.com](mailto:Contracts@powerdms.com). A party may, by giving notice, change its applicable address, email, or other contact information.

**21. Assignment.** This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

22. **Miscellaneous.**

a) **Choice of Law; Jurisdiction.** This Agreement will be interpreted in accordance with the laws of the State of Arizona and applicable federal law, without any strict construction in favor of or against either party. The State courts located in Maricopa County, Arizona will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter.

b) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

c) **No Agency.** No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of the Service.

d) **No Waiver.** The failure of Vendor to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing.

e) **Force Majeure.** Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

f) **Entire Agreement.** This Agreement comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Vendor reserves the right to modify this Agreement during the Subscription renewal process through notification to the Customer of a change in the terms of this Agreement. Any modification to the Agreement provided via notice to the Customer during this renewal process shall become binding on the Customer upon its payment for the renewal Term. If either party wishes to amend the terms of this Agreement at a time other than during the annual renewal of the Agreement, no such amendment or modification shall be binding unless in writing and signed by an authorized representative of each party.

23. **Conflict of Interest.** This Contract is subject to A.R.S. § 38-511

24. **Immigration Law Compliance.** Vendor warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

25. **Non-Discrimination.** Vendor must not discriminate in violation of applicable law against

any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

{SIGNATURES ON FOLLOWING PAGE}

Initials VK / SS

IN WITNESS WHEREOF, the parties by their signatures below hereby execute this Agreement as of the Effective Date.

**PowerDMS, a Delaware corporation**

By: Kevin Knox

Print Name: Kevin Knox

Title: Vice President, Sales and Marketing

Date: 6/16/15

**City of Glendale, an Arizona municipal corporation**

By: Richard A. Bowers

Print Name: Richard A. Bowers

Title: Acting City Manager

Date: 6-25-15

ATTEST:

Donald H. ...  
City Clerk

Approved as to form

[Signature]  
City Attorney



Prepared By: Louis Moreto  
 Quote No.: 00029927  
 Valid Until: 06/30/2015

Prepared For
<b>Name</b> Troy Evans
<b>Email</b> tevans@glendaleaz.com
<b>Phone</b> 623-930-3039
<b>Address</b> 6835 North 57th Drive Glendale, AZ, 85301

Billing Information
<b>Name</b> Glendale Police Department (AZ)
<b>Phone</b> 623-772-7109
<b>Address</b> 6835 N. 57th Dr. Glendale, AZ, 85301

Subscriptions	Name	Price	Quantity	Price
	Policy Licenses offered through Accreditation purchase (3).	\$ .00	1	\$ .00
	CALEA LE Assessment Annual Subscription 6/15/2015 - 6/14/2016	\$450.00	1	\$450.00
	CALEA LE Assessment Annual Subscription Renewal 6/16/2016 - 6/15/2017	\$450.00	1	\$450.00
	CALEA LE Assessment Annual Subscription Renewal 6/15/18-7/29/18 which is time frame for next assessment award	\$56.71	1	\$56.71
	CALEA LE Assessment Annual Subscription Renewal 6/15/2017 - 6/14/2018	\$450.00	1	\$450.00
	<b>Subscriptions Subtotal</b>		<b>USD</b>	<b>\$1,406.71</b>
<b>Additional Subscription Information:</b>				
<b>Subscription Start Date</b> - Subscription period shall start upon execution of the quote sheet by the subscriber.				
<b>Subscription Billing Frequency</b> - Subscription fees shall be invoiced annually with the first invoice being issuable upon acceptance of the Order Form by PowerDMS. All subscription fees are expected to be paid in advance of the subscription period specified in the invoice.				

<b>Order Form Total</b>	<b>\$1,406.71</b>
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**Payment Terms** All invoices issued hereunder are **due upon the invoice due date**. Unpaid invoices are subject to a late payment charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Subscription Acceptance: The signature of the undersigned below as the authorized representative of Licensee shall constitute Licensee's binding acceptance of a subscription for the products/services offered by PowerDMS to Licensee as set forth in the above order form and subject at all times to the terms, conditions and provision of PowerDMS's Software as a Service Agreement ("SaaS") set forth at PowerDMS website <http://www.powerdms.com/service-agreement.aspx> which terms, conditions and provisions are incorporated herein by reference, to which Licensee hereby agrees to be bound, and which shall govern the rights and liabilities of the parties hereto. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

<b>Authorized Signature:</b> 	<b>Date:</b> 6-17-15
<b>Print Name:</b> REG. ST. JEN	

**Product Descriptions**

Name	Description
<b>Policy Licenses offered through Accreditation purchase (3).</b>	Policy Licenses offered through Accreditation purchase (3).
<b>CALEA LE Assessment Annual Subscription</b>	Attach proofs to show compliance with CALEA Law Enforcement standard/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.
<b>CALEA LE Assessment Annual Subscription Renewal</b>	Attach proofs to show compliance with CALEA Law Enforcement standard/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.
<b>CALEA LE Assessment Annual Subscription Renewal</b>	Attach proofs to show compliance with CALEA Law Enforcement standard/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.
<b>CALEA LE Assessment Annual Subscription Renewal</b>	Attach proofs to show compliance with CALEA Law Enforcement standard/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.

Subscriptions