

Master Terms for VSC Products

These Master Terms for VSC Products (“**VSC Master Terms**”) amend the NASPO ValuePoint Master Agreement Terms and Conditions (“**NASPO Agreement**”). Without limiting the foregoing, the pricing, payment, liability and indemnification terms set forth in the NASPO Agreement shall apply to VSC Products (as defined below). All capitalized terms not defined herein shall have the meaning provided in the NASPO Agreement.

1. **SCOPE.** These VSC Master Terms apply to the following Products available under Category 3: Turnkey Wireless and IoT Solutions offered as a Product (collectively referred herein as “**VSC Products**”):

- Category 3J: Intelligent Lighting
- Category 3G: Parking Optimization
- Category 3G: Traffic Data Services (TDS)
- Category 3J: Real Time Response System (RTRS)
- Category 3J: Intelligent Video (IV)

In addition to these VSC Master Terms, the VSC Products are subject to additional terms tailored to address specific details about each VSC Product (collectively, the “**VSC Product Supplements**”). The VSC Product Supplements are set forth in Section 14 below.

The NASPO Agreement, these VSC Master Terms, the relevant VSC Product Supplement, and the relevant Statement of Work (“**SOW**”), including the exhibits and schedules attached hereto and referenced herein or therein (collectively, the “**Agreement**”), constitutes the entire understanding with respect to the VSC Products, and supersedes all other agreements, understandings, and arrangements, whether written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by the parties hereto.

In the event of a conflict between the terms applicable to each VSC Product, the terms shall be given precedence in the following order of priority:

- 1) NASPO Master Agreement (Highest Priority);
- 2) VSC Product Terms;
- 3) VSC Product Supplement; and
- 4) the applicable Statement of Work (Lowest Priority).

2. **DEFINITIONS.**

- **Software:** software includes computer programs, including software and firmware embedded in Equipment, as provided to Purchasing Entity by Contractor, and any upgrades, updates, bug fixes or modified versions thereto or backup copies of any of the foregoing.
- **Solution Service:** service that grants Purchasing Entity with access to view data made available to Purchasing Entity for the Subscription Period through a web-based portal (“**Portal**”) associated with the VSC Product pursuant to these VSC Master Terms and the relevant VSC Product Supplement. The Portal might utilize (a) Verizon’s **NetSense® Platform** (a cloud-based management platform that serves as a central management system (CMS) for integrating and controlling networked lighting, and a management platform for other Verizon smart community solutions); or (b) a third-party cloud platform.
- **Equipment:** hardware and associated accessories described in the VSC Product Supplement and applicable SOW for each VSC Product.
- **Professional Services:** technical or other functions performed by Contractor related to the VSC Products to the extent set forth in an applicable SOW, such as installation, implementation, consulting, technology- or project-related services.
- **Subscription Period:** the period (e.g., Monthly Subscription, Annual Subscription) during which Participating Entity is entitled to access and use the Solution Service, which period shall be reflected in the applicable Order and shall commence on the date Contractor activates the subscription.

3. **VSC PRODUCTS OVERVIEW.** If required for the VSC Product to work as described in the VSC Product Supplement, and unless otherwise agreed in writing by Contractor and the Purchasing Entity, then a VSC Product may include the following:

- (A) **Solution Service**
- (B) **Software**
- (C) **Equipment**
- (D) **Support Service and Maintenance** - included with all VSC Products as further described in Section 8
- (E) **Professional Services** - to the extent set forth in the relevant SOW.

4. **USE OF VSC PRODUCTS.**

4.1. Right to Access and Use the Solution Service. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a limited, revocable, non-assignable, world-wide, non-exclusive license to access and use the Solution Service during the

Subscription Period solely for Purchasing Entity's internal business use purpose and as further detailed in the relevant SOW. Purchasing Entity shall permit access to the Portal only by individuals who are authorized by Purchasing Entity to use the Solution Service and who have been supplied the user credentials by Purchasing Entity (collectively, "Users"). Users may include employees, consultants, contractors and agents of Purchasing Entity. Purchasing Entity shall be liable for the acts and omissions of its Users and any unauthorized users accessing the Solution Service by or through Purchasing Entity and its information system(s) as if such acts or omissions were taken (or omitted to be taken) by Purchasing Entity directly. Contractor can, without notice, limit, suspend, or cancel Purchasing Entity's access to or use of the Solution Service if Purchasing Entity breaches these VSC Product Terms or for good cause, which shall include, but shall not be limited to, any governmental body of competent jurisdiction instituting a law that conflicts with the Agreement and/or causes Contractor to incur additional material expense or undertake additional material burden or obligation in connection with the Solution Service.

4.2. **Software Use.** Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a license to use the Software in accordance with the terms in the URL set forth below and any supplemental license terms set forth in the applicable VSC Product Supplement.

Software License URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-software-license-terms.pdf>

4.3. **Purchasing Entity Responsibilities for VSC Product.**

(i) Purchasing Entity represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the VSC Products provided in the manner as contemplated in these VSC Master Product Terms and applicable VSC Product Supplement and SOW, including, without limitation, having obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide such VSC Products.

(ii) Purchasing Entity represents that all access to and use of the VSC Products by Purchasing Entity and its Users, or otherwise through Purchasing Entity's facilities, equipment, identifiers or passwords will be solely for its internal business purposes as contemplated by these VSC Master Product Terms and applicable VSC Product Supplement and SOW.

(iii) Purchasing Entity is responsible for securing an internet connection at its own cost and must use a supported browser to access the Portal.

(iv) Purchasing Entity further represents that the performance of its obligations and its Users' access to and use of the VSC Products or other exercise of its rights under this Agreement will not violate any applicable local, state or national laws, rules or regulations (collectively, "Laws"), the rights of any third party, or Contractor's VSC Products Acceptable Use Policy located at the following URL ("AUP").

AUP URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-acceptable-use-policy.pdf>

(v) Without limiting the foregoing, Purchasing Entity represents that it will not, and will not permit any third party to resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile, translate, or disassemble the VSC Products or licensed components thereof or to otherwise attempt to extract any or all of the source code of the VSC Products or licensed components thereof (except to the extent such restriction is expressly prohibited by applicable law or open source terms), access a VSC Product in order to build a competitive product or service or to copy any ideas, features or functions of VSC Products or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving VSC Products or Contractor's Confidential Information (as defined below) that is not authorized by Contractor.

(vi) Upon termination or expiration of the applicable Order for any reason: (a) Customer shall immediately cease using the Solution Service and any other information and materials provided by Contractor in connection therewith, and (b) any and all licenses and access rights granted to Purchasing Entity hereunder shall terminate.

5. **PROFESSIONAL SERVICES.** Contractor may provide to the Purchasing Entity certain technical and consultative Professional Services in connection with the VSC Products. Professional Services may include, but are not limited to, site design, installation, configuration, Equipment testing, training, turn-over and project management. The provision of Professional Services requires the execution of a SOW by both parties. Contractor controls the means, methods, places, and time of its performance of the Professional Services (including the use of subcontractors and consultants).

6. **VSC PRODUCT DEPLOYMENT AND ACCEPTANCE.** Contractor will install and deploy the VSC Product set forth in the applicable VSC Product SOW. Acceptance terms shall be set forth in the applicable VSC Product SOW. Title and risk of loss or damage to Equipment will pass to Purchasing Entity upon Purchasing Entity's Acceptance of the Equipment for Equipment installed by Contractor. If Purchasing Entity chooses not to have the Contractor install the Equipment, then title and risk of loss or damage to Equipment shall pass to Purchasing Entity upon Purchasing Entity's receipt of the Equipment.

7. **EQUIPMENT WARRANTY.** The warranty terms for the Contractor-manufactured Equipment are set forth at the URL set forth below and the length of the warranty period for each VSC Product is set forth in VSC Product Supplement. For any Equipment for which Contractor is not the manufacturer, Contractor will transfer or pass through to Purchasing Entity the benefit of any and all manufacturer warranties which can be transferred or passed through on the same terms as offered by such manufacturers.

Equipment Warranty URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-equipment-warranty.pdf>

8. **SUPPORT AND UPDATES.**

8.1. **VSC Product Support.** Contractor will provide support for the VSC Product as described in the URL set forth below. Purchasing Entity acknowledges and agrees that under the applicable VSC Product Supplement, Contractor will remotely access Equipment to (a) verify Purchasing Entity credentials; (b) issue reports and alerts (such as automated support requests and alert messages); (c) provide maintenance, Product Updates (as defined below) and other technical support; (d) apply policy and configuration changes; and (e) extract usage information, service performance information, and infection logs. Purchasing Entity agrees that the VSC Products may be manufactured and supported by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

Service Support & Maintenance URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-service-support-maintenance.pdf>

8.2. **Product Updates.** Contractor may, but is not required to, make new applications, tools, data, features or functionality available from time to time through the VSC Product and add new services and features to the "VSC Product" definition from time to time (collectively, "**Product Updates**"). If any Product Update is contingent upon Purchasing Entity's agreement to additional terms or is a material change to the VSC Product, Contractor will inform Purchasing Entity by either sending an email to the Notice address or alerting Purchasing Entity through the administrator console.

8.3. **Material Changes to Products.** Contractor will use commercially reasonable efforts to continue providing the VSC Product without any material adverse change to the Purchasing Entity, unless Contractor determines in its reasonable good faith judgment that (a) it cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) doing so could create a (i) security risk or (ii) substantial economic or technical burden. Notwithstanding the foregoing, Contractor reserves the right to discontinue VSC Products from time to time as part of its product lifecycle management practices.

9. **DATA PRIVACY.** By using the VSC Product, Purchasing Entity consents to Contractor's collection and use of information in accordance with the terms of Contractor's Privacy Policy, located at <https://www.Verizon.com/about/privacy/>. Purchasing Entity represents and warrants that it has the rights and the authority with respect to information provided by Purchasing Entity or transmitted through Purchasing Entity's use of the VSC Products to grant Contractor the rights necessary to deliver the VSC Products, comply with Laws, and to engage in any other activity set forth in this VSC Product Supplement. Purchasing Entity grants to Contractor and its affiliates (with rights to sublicense to their suppliers) the non-exclusive, fully paid-up, sublicensable, transferable license, and right to collect, access, copy, store and use such data to provide the VSC Products, to analyze, measure and optimize the performance of the VSC Products, to develop new offerings, and for other business purposes of Contractor and its affiliates, including the development of data products for sale, licensing and distribution to third parties. Purchasing Entity agrees that Contractor may access the Equipment and Portal so that Contractor may comply with a valid legal process, or as otherwise required or authorized by applicable Laws (whether video, metadata, or other information is at issue). To the extent practicable and permitted by applicable Laws or the legal process, Contractor will give notice to Purchasing Entity. Except as may be required under applicable Laws or court order or reasonably required to provide the VSC Products, Contractor will not disclose or distribute data provided by Purchasing Entity to a third party in a form that permits individual identification of Purchasing Entity without Purchasing Entity's prior consent. Purchasing Entity will use commercially reasonable efforts to comply with the privacy and security terms contained in the URL set forth below, and shall notify the Contractor promptly of any unauthorized access to, or use of the VSC Product.

Data Privacy & Security URL: <https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-data-privacy-security-standards.pdf>

10. **INTELLECTUAL PROPERTY.** Contractor and its suppliers own all intellectual property rights in the VSC Products, product documentation and other materials relating thereto, including any modifications, updates, revisions or enhancements of any of the foregoing. Except as expressly granted herein, Purchasing Entity receives no ownership, license, or other interest in or to any VSC Products or intellectual property created, delivered, or otherwise made available by Contractor, whether in connection with its provision of the VSC Products, performance of its obligations under any VSC Product Supplement or otherwise and all rights not explicitly given are reserved by Contractor and its suppliers. Purchasing Entity grants Contractor, a royalty-free, world-wide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the VSC Product and/or other products any suggestions, enhancement requests, recommendations or other feedback provided by Purchasing Entity or its Users relating to the operation and use of the VSC Products (or components thereof).

11. **CONFIDENTIALITY.**

11.1. The confidentiality obligations set forth herein will apply to information exchanged pursuant to this VSC Master Terms and any applicable VSC Product Supplement. Contractor's confidentiality obligations are set forth in the NASPO Agreement and Purchasing Entity agrees that Contractor may disclose Purchasing Entity's Confidential Information (as defined in the NASPO Agreement) to: (a) Contractor's affiliates; (b) Contractor or Contractor affiliates' suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Contractor or Contractor affiliates' products or services under or in connection with a VSC Product Supplement; (c) successors in interest to Contractor or Contractor affiliates (by merger or otherwise); or (d) persons to whom Contractor or Contractor affiliates may sell all or part of their respective businesses or assets.

11.2. Participating Entity and Purchasing Entity shall treat as confidential and protect from disclosure using the same degree of care it uses for its own confidential information (but no less than a reasonable degree of care), and shall not disclose to any third party except as provided herein, any information received from or disclosed by Contractor in whatever form and designated as confidential by Contractor by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to Contractor (or one of its affiliates or their suppliers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that relates to Contractor's technology, business affairs, marketing, sales plans, customers, products, services, developments, trade secrets, know-how or personnel (collectively, "Contractor's Confidential Information"). Participating Entity and Purchasing Entity shall use Contractor's Confidential Information only for the purpose of the NASPO Agreement. Participating Entity and Purchasing Entity may disclose Contractor's Confidential Information to subcontractors and consultants solely for the purpose of assisting Purchasing Entity with the use of VSC Products as permitted in the Agreement by Purchasing Entity. The foregoing restrictions on use and disclosure of Contractor's Confidential Information do not apply to information that: (i) is or becomes publicly known, through no wrongful act or omission of the Purchasing Entity; (ii) is received without restriction from a third party free to disclose it without obligation to Contractor; (iii) is developed independently without reference to, or use of, the Contractor's Confidential Information; or (iv) is required to be disclosed by law, regulation, or court or governmental order.

11.3. As Participating Entity and/or Purchasing Entity is a public entity, Contractor acknowledges and agrees that Participating Entity and/or Purchasing Entity has a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public, including being subject to the Public Records Act ("PRA"). Accordingly, any information provided by Contractor to Participating Entity and/or Purchasing Entity may be required to be disclosed to the public as a result of a public request or court order. If any third party requests that Participating Entity and/or Purchasing Entity disclose the contents of Contractor's Confidential Information pursuant to a PRA or otherwise, Participating Entity and/or Purchasing Entity (as the case may be) agrees to (i) notify Contractor in writing within a reasonable time period after it receives such request; (ii) assert all appropriate defenses or exemptions to disclosure under the PRA; and (iii) not to disclose Confidential Information that qualifies for an applicable exemption under the PRA, unless ordered to do so by a reviewing court of competent jurisdiction.

11.4. Participating Entities and/or Purchasing Entities (as the case may be) acknowledges that breach of this section, including disclosure of any Contractor's Confidential Information, will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Participating Entity and Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANYTHING ELSE IN THE AGREEMENT, THE TOTAL LIABILITY OF CONTRACTOR IN CONNECTION WITH THESE VSC MASTER TERMS AND THE VSC PRODUCTS IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY THE PURCHASING ENTITY THAT INCURS DAMAGE; OR (B) THE AGGREGATE AMOUNT DUE FROM THE AFFECTED PURCHASING ENTITY TO CONTRACTOR UNDER THE RELEVANT ORDER FOR THE SIX MONTHS PRIOR TO ACCRUAL OF THE LATEST CAUSE OF ACTION FOR WHICH THE LIMITATION OF LIABILITY UNDER THIS CLAUSE IS BEING CALCULATED, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY DOES NOT LIMIT (A) ANY PARTY'S LIABILITY: (I) IN TORT FOR DAMAGES PROXIMATELY CAUSED BY ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR BY ITS GROSS NEGLIGENCE, OR (II) WHERE MANDATORY LOCAL LAW DOES NOT ALLOW THE LIMITATION, (B) PURCHASING ENTITY'S PAYMENT OBLIGATIONS UNDER ANY STATEMENT OF WORK OR THE AGREEMENT OR (C) ANY PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

13. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VSC PRODUCT SHALL BE ERROR-FREE OR COMPLETELY SECURE. CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR

OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEMS AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. CONTRACTOR WILL BEAR NO LIABILITY FOR USE OF THE VSC PRODUCT PROVIDED PURSUANT TO THESE VSC MASTER TERMS IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, CONTRACTOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SOLUTION WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT PURCHASING ENTITY MAY UTILIZE IN CONJUNCTION WITH THE VSC PRODUCT OR TO WHICH PURCHASING ENTITY MAY CONNECT TO THE VSC PRODUCT. THE VSC PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CONTRACTOR.

14. **OFFSHORE SUPPORT.** PURCHASING ENTITY AGREES THAT THE VSC PRODUCTS MAY BE PROVIDED BY, AND ITS INFORMATION ACCESSED AND/OR STORED BY, RESOURCES LOCATED WITHIN AND OUTSIDE THE UNITED STATES AND CONSENTS TO SUCH ACCESS AND STORAGE OF ITS INFORMATION.

15. **VSC PRODUCT SUPPLEMENTS.** The VSC Product Supplement applicable to Purchasing Entity's use of each VSC Product is located at following locations:

- **Intelligent Lighting:**
<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-lighting-terms.pdf>
- **Parking Optimization:**
<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-parking-optimization-terms.pdf>
- **Traffic Data Services:**
<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-traffic-data-services-terms.pdf>
- **Real Time Response System:**
<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-real-time-response-system-terms.pdf>
- **Intelligent Video:**
<https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-video-terms.pdf>