



Contract Purchase Agreement 3003109

Supplier Details:

Company DataVoice International Inc
Contact Denna Sandoval
Address 2220 Bush Dr

McKinney, TX 75070

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3003109

Agreement	3003109
Agreement Date	28-JUN-2023
Change Order	3
Change Order Date	05-OCT-2023
Revision	3
Agreement Amount	328,533.98 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **DataVoice International Inc**
 2220 Bush Dr
 McKinney, TX 75070
Phone: (972) 390-8808
Fax: ()
Email: kelli@datavoiceint.com

Description of Labor, equipment and/or materials: AMENDMENT #1
 CONTRACT PURCHASE AGREEMENT 3003109 ("AGREEMENT"), WHICH WAS EXECUTED ON 9/6/23, IS HEREBY MODIFIED AS FOLLOWS:

THE TOTAL COST OF SERVICES PAYABLE UNDER THIS AGREEMENT IS MODIFIED FROM \$455,131.63 TO \$328,533.98. THE PURPOSE OF THIS MODIFICATION IS TO REPLACE THE DATAVOICE INTERNATIONAL PROPOSAL DATED 3/17/23 WITH THE ATTACHED DATAVOICE INTERNATIONAL PROPOSAL DATED 9/21/23.

PLEASE CONTACT STEVE HANCOCK IN THE ELECTRIC DEPARTMENT AT 916-774-5679 FOR QUESTIONS REGARDING THIS AGREEMENT.

**ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14501	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
06-Sep-2023	31-Jul-2026	"Becky" Rebecca Philipp Phone 1-916-746-1110			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Supplier

Signature: 

Print Name: TODD RICHARDSON

Title: CFO

Date: October 9, 2023

Supplier

Signature: *Kelli Froman*

Print Name: Kelli Froman

Title: Vice President, DataVoice

Date: October 9, 2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Proposal

To provide:
3 Year Maintenance
Agreement
with 2 additional 1-year option

For:
Roseville, City of
Roseville, CA
Presented to:
Steve Hancock

Issued:
Thursday 21st of September 2023 07:55:08 AM

Contact:
Kendra Banton
Account Manager

DataVoice International
800 N. Watters Road, Ste 130
Allen, TX 75013
(972)390-8808

Roseville, City of – Maintenance Agreement
September 21, 2023

Statement of Maintenance Agreement:

Upon execution, DataVoice and the City of Roseville will enter into a 3- year maintenance agreement beginning August of 2023 through July of 2026. The pricing on this agreement does not include any future modules that may be purchased during that term.

	3 year Maintenance Agreement		
	2023-2024	2024-2025	2025-2026
IVR Maint	\$26,010.67	\$27,831.42	\$29,779.62
OMS Maint	\$24,826.01	\$26,563.83	\$28,423.30
Fees	\$32,432.00	\$35,026.56	\$37,828.68
Total Existing Maintenance	\$83,268.68	\$89,421.81	\$96,031.60

	3 year Maintenance Agreement		
	2023-2024	2024-2025	2025-2026
Optional Items Maint			
AMI	\$1,787.50	\$1,894.75	\$2,008.44
SmartCE	\$2,000.00	\$2,120.00	\$2,247.20
Apprise (manager's app)	\$6,500.00	\$6,890.00	\$7,303.40
Work Pal	\$5,500.00	\$5,830.00	\$6,179.80
WorkPal Users	\$3,000.00	\$3,180.00	\$3,370.80
Total Optional Maintenance	\$18,787.50	\$19,914.75	\$21,109.64

Grand Total	\$102,056.18	\$109,336.56	\$117,141.24
--------------------	---------------------	---------------------	---------------------

Whereas Roseville has requested two additional years as optional, the pricing would be as follows for each of those years:

Optional Years	2026-2027	2027-2028
IVR Maint	\$31,864.19	\$34,094.68
OMS Maint	\$30,412.93	\$32,541.83
Fees	\$40,854.98	\$44,123.38
Total Existing Maintenance	\$103,132.10	\$110,759.90

Optional Items Maint	2026-2027	2027-2028
AMI	\$2,128.94	\$2,277.97
SmartCE	\$2,382.03	\$2,548.77
Apprise (manager's app)	\$7,741.60	\$8,283.51
Work Pal	\$6,550.59	\$7,009.13
WorkPal Users	\$3,573.05	\$3,823.16
Total Optional Maint	\$22,376.21	\$23,942.54

Grand Total	\$125,508.31	\$134,702.44
--------------------	---------------------	---------------------

1. PRICING

Prices quoted here are good for one hundred and twenty (120) days from the date of this document. Price includes all maintenance and fees for software currently installed at City of Roseville.

2. PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the amount due on invoices with payment terms of 'net 30 days' on all invoices.

3. LICENSE FEES FOR APPS

- a. License Fee Rates: DataVoice will invoice the license fees and maintenance at the rates listed above for the term of this agreement.
- b. Auto-Renewal: At the end of the three (3) year agreement, Roseville can decide to not renew. If a party does not want the License to renew, they must provide the other party written notice to this effect at least 30 days prior to the end of the current term.
- c. Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then-current pricing and not based upon pricing in this Agreement.

4. CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility. Otherwise, DataVoice will not make system changes without customer notification and co-ordination of such activities.

5. RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

- a. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
- b. Software fixes will be provided in a timely fashion.
- c. Provide remote maintenance software for DataVoice System.
- d. Provide software for 24 hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
- e. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
- f. Provide emergency technical support 24 hours a day.
- g. Install, configure and upgrade DataVoice supplied system software when patches or upgrades are available.
- h. Provide full system backup prior to any upgrade

- i. Provide release notes with new upgrade via Release Notes Portal.
- j. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR.
- k. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.
- l. To not disclose any confidential information provided by City to third parties, unless agreed upon in writing by both parties

6. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

- a. **Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.**
- b. Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
- c. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of DataVoice's software or proprietary data. This includes, but is not limited to, Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon DataVoice's express written permission.
- d. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
- e. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extension numbers connected to the DataVoice System.
- f. Customer is responsible for all backups of programs and operating system.
- g. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
- h. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
- i. Customer will not couple this equipment to any apparatus not approved by DataVoice.
- j. Customer will provide clean, stable uninterrupted AC Power.
- k. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
- l. DataVoice requires that the Customer provide a UPS system for the equipment.
- m. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
- n. Customer will not disclose any confidential information provided by DataVoice unless agreed upon by both parties. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
- o. Customer will not install any software without written DataVoice approval.
- p. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.

6.1 SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

- a. **Passwords.** Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- c. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
- d. DATAVOICE AND ITS SERVICE DATAVOICE DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

7. RESTRICTIONS ON USE

Customer agrees to:

- a. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
- b. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- c. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
- e. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- f. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

8. OBSOLESCENCE

DataVoice will not be held responsible for obsolete operating system software or hardware. Customer will be given the opportunity to replace such software or hardware provided Customer is covered under a warranty agreement. DataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

9. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Allen, Texas.

Services Occasioned By Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non-usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

9.1 WARRANTY DISCLAIMER

- i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- ii. DATAVOICE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DATAVOICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- iii. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
- iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

10. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

11. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice, DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any such events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under no circumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

12. LIMITATIONS OF LIABILITY

The Organization and the Provider recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Provider arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Provider's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. EXCEPT FOR DAMAGES ARISING OUT OF THE DATAVOICE'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE DATAVOICE'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO PROVIDER BY CUSTOMER TO DATAVOICE DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
- ii. IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.**

13. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

14. MEDIATION

Removed per city of Roseville's request

15. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

16. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

17. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Placer County, California.

18. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

19. SOVEREIGN IMMUNITY

To the extent Customer is provided immunity from suit and/or liability, Customer expressly waives any such immunity protection at law or in equity.

ACCEPTANCE OF AGREEMENT

Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

Roseville, City of

By: _____

Printed Name: _____

Title: _____

Date: _____

DataVoice International

By: Kelli Froman

Printed Name: Kelli Froman

Title: Vice President

Date: October 9, 2023