

Assessor's Parcel Number:  N/A

Date:  NOVEMBER 29, 2017

Recording Requested By:

Name:  DEBBIE BEAM, COUNTY MANAGER'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



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KAREN ELLISON, RECORDER

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**CONTRACT #2017.229**

(Title of Document)

FILED

NO. 2017.229

2017 NOV 29 PM 12:59

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**WEST INTERACTIVE SERVICES CORPORATION**

DOUGLAS COUNTY  
CLERK  
*[Signature]*  
DEPUTY

This Contract for Services by an Independent Contractor (the "Contract") is by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (the "County") and West Interactive Services Corporation, a registered foreign corporation, ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of the County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by both parties, and shall remain in effect until the services specified in Paragraph 4 of this contract are completed by Contractor.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

*West Interactive Services Corporation ("CONTRACTOR") has entered into a contract with Douglas County to perform work relating to the Douglas Website Redesign, and requests that the State Industrial Insurance System provide to Douglas County a certificate of coverage issued pursuant to NRS § 616B.627. The certificate and notice should be mailed to:*

*Douglas County  
Technology Services  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract, and to notify County prior to cancelling any such coverage during the term of this Contract, or in the event of a lapse in coverage during the term of this Contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The parties agree that the professional services to be performed by Contractor are specified in the Professional Services Description, which is attached hereto as Exhibit "A." The professional services will, at a minimum, include the Scope of Services defined in Article 6 of the Request for Proposals, which is attached as Exhibit "B." To the extent that Exhibit "B" refers to "Vendor," such reference shall be deemed to refer to "Contractor" as defined herein. The professional services performed by Contractor shall be subject to the West Interactive Services Corporation Terms and Conditions, attached hereto as Exhibit "C." The Privacy Policy identified in Paragraph 9.1 of Exhibit "C" is attached hereto as Exhibit "D."

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in ¶ 4 herein at a cost not to exceed Thirty-Three Thousand and Nine Hundred Dollars **\$33,900.00**. Contractor further agrees to provide the annual services set forth in ¶ 4 herein at a cost not to exceed Seven Thousand and Four Hundred Dollars **\$7,400.00 per year**, beginning on the first anniversary of the Effective Date of this Contract. Unless a specific payment breakdown by milestone is identified within the Professional Services Description, attached hereto as Exhibit "A," and including Appendices of same, or unless Contractor has received a written exemption from the County, Contractor shall be paid in full only upon completion of all of the Services set forth in Paragraph 4 and after a satisfactory final inspection of the work is completed by Douglas County. Further, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor or required to be paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**6. CONSTRUCTION OF CONTRACT.** This Contract, including Exhibits A-D, shall be construed and interpreted according to the laws of the State of Nevada.

**7. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**8. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County and such consent shall not be unreasonable withheld. Notwithstanding the foregoing, Contractor may freely assign this contract to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor shall, prior to assignment, provide County with proof that the assignee has obtained all appropriate licenses to conduct business within the State of Nevada.

**9. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**10. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items, Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**11. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, or appropriately marked and designated as Confidential by the disclosing party, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

**12. INDEMNIFICATION.** County shall indemnify, defend and hold Contractor, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by County of any term of this Contract (b) the County Systems and Materials; (c) a claim relating to any defect in any product or service offered by County, its Affiliates or any of their agents or customers ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Contractor shall indemnify, defend and hold County, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Contract. Nothing herein shall require the Contractor to indemnify the County for any claim or any portion of any claim that arises from the County's reckless, wanton, wrongful, or otherwise negligent acts of the County.

**13. CONTRACT DISPUTES.** There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If both parties agree, the parties may proceed to mediation to attempt to resolve the conflict. The cost of any such mediation shall be split equally between the parties, with each party bearing its own attorney's fees and costs. In the event that the parties are unable to resolve the conflict, litigation may only proceed before a Court of competent jurisdiction in Douglas County, Nevada and attorney's fees and costs will be awarded to the prevailing party. The court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**14. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

**15. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**16. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).

**To County:**

Douglas County  
Attn: Chief Technology Officer  
Technology Services Department  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6295

**To Contractor:**

West Interactive Services Corporation  
100 Enterprise Way, Suite 300-A  
Scotts Valley, CA  
95066  
Telephone: (877) 519-3851




17. **CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.


18. **STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. **ORDER OF PRECEDENCE.** In the case of a conflict between the terms and conditions of this Contract for Services by an Independent Contractor and any of its exhibits, the following order of precedence shall apply: first, the Contract for Services by an Independent Contractor; second, the West Interactive Services Corporation Terms and Conditions, attached hereto as Exhibit C; third, the Privacy Policy, attached hereto as Exhibit D; fourth, the Professional Services Description, attached hereto as Exhibit A; and fifth, the Scope of Services, attached hereto as Exhibit B.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Name: Nate Bregan 10/13/2017 (Date)  
Title: Senior Vice President  
By and On Behalf of West Interactive Services Corporation

 B.d.r. 10/11/2017  
\_\_\_\_\_  
Lawrence A. Werner (Date)  
Douglas County Manager  
By and On Behalf of Douglas County, Nevada

**EXHIBIT A**

*[Professional Services Description – 2 pages]*

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## Exhibit A - Professional Services Description

### Appendix A – Licensed Software and Fees

The Components which are the subject of the License, the Software Licenses granted to the County and the fees payable to Contractor hereunder are as follows:

1. Licensed Software  
The Components of the Platform Suite which are licensed to Douglas County, Nevada hereunder are the following:

- SitePublish Web Content Management System.

2. Software Licenses  
The utilization rights of the County are as follows:

- (a) County is granted an Unlimited-User Software License; and
- (b) The Territory is Nevada.

3. Professional Services Fees  
The following one-time Professional Services costs are included as part of the implementation:

Website Design, Development & Implementation	\$30,000
Design and Migration of <a href="http://www.douglascountynv.gov/">http://www.douglascountynv.gov/</a>	Included
Redesign of Douglas county Library based on County Site	Included
Redesign of Community Services Site based on county Site	Included
SMS Messaging for up to 3000 contacts	\$3,900
Training Sessions*	Included
Collaborative Content Migration	Included
Year Four Website Redesign Plan (if desired)**	Included
<b><u>Total Professional Services Fees:</u></b>	<b><u>\$33,900</u></b>

\*If on-site, travel expenses to be charged in addition and separately.

\*\*Provided that County has paid the annual fee for Contract year four.

4. Payment Schedule re: Professional Services Fees  
25% on Contract Signing  
25% on the first of Wireframe Sign-off or 3 months after Contract Signing, whichever occurs later  
25% on completed content migration and integration  
25% on the end of the second week of GoLive or 6 months after Contract Signing, whichever occurs later



## Appendix B – SAAS: Hosting, Maintenance & Support

### 1. Software-as-a-Service (SAAS)

The following are included as part of the Software-as-a-Service (SAAS):

- a) Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services
- b) CMS Software Version Upgrades & Maintenance
- c) Unlimited Access to Technical Support

County will pay Contractor each year (each such term is referred to here as an “Annual Hosting, Maintenance & Support Term”\*) an **annual fee of \$7,500**\*\* due to Contractor hereunder and is payable annually in advance.

This annual fee may be increased annually by no more than 5% by Contractor by providing County with notice of not less than thirty (30) days prior to the end of any given annual term.

\*The initial Annual Hosting, Maintenance & Support Term is effective as of the Contract execution date, and will remain in force for twelve (12) months (“Contract Year 1”).

**\*\*This annual fee will not be charged/invoiced until twelve (12) months following Contract execution, upon expiration of the initial Annual Hosting, Maintenance & Support Term (“Contract Year 2”).**

## Appendix C – Marketing

1. County will make a reasonable attempt to work with the Contractor’s Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Contract.
2. County permits Contractor to include an example of the County’s home page and a link to the County’s website on the Contractor’s corporate website(s).
3. County will make a reasonable attempt to work with the Contractor Marketing Department to create a case study related to their website.
4. County agrees to allow Contractor to display a “Powered by CivicLive” insignia and web link at the bottom of their web pages, provided however that the font size shall be no larger than the standard font size selected for other links appearing at the bottom of the web pages.
5. County understands that the pricing and any related discount structure provided under this Contract assumes such perpetual permission.

**EXHIBIT B**

*[Article 6 of the Request for Proposals – 8 pages]*

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## **Exhibit B – Scope of Services**

### **6. SCOPE OF SERVICES**

The selected Vendor will be expected to perform these services under any resulting contract and/or provide comment in the response to the RFP.

#### **GENERAL**

- 6.1.1 Vendor will provide industry expertise, information, and recommendations throughout the process.
- 6.1.2 Vendor will provide project management services to ensure the successful completion and publication of the new website.
- 6.1.3 Vendor will design the “look and feel” of the new website.
- 6.1.4 Vendor will define the overall layout of the new website. The layout is expected to be intuitive and easy to navigate.
- 6.1.5 Vendor will be responsible for all creative and graphic design elements.
- 6.1.6 Vendor will populate all static and module-based content throughout the site with data provided by Douglas County.
- 6.1.7 Vendor will develop the website into a finished product.
- 6.1.8 Vendor will host the website and maintain the website’s infrastructure, including regular updates and security patches.

#### **WEBSITE DESIGN**

- 6.2.1 The County’s website will be redesigned using content supplied by the County including downloadable files and copy (i.e., images, text, links, etc.).
- 6.2.2 The website must conform to the Americans with Disabilities Act, including regulation updates.
- 6.2.3 The web designer will work closely with the County’s Public Information Officer to incorporate the County’s messaging and logo into the design of the website.
- 6.2.4 Website design will be visually appealing, incorporating the Douglas County colors and logo where appropriate.
- 6.2.5 The proposal will outline a strategy for acquiring and incorporating project input from internal and external users of the site.
- 6.2.6 The new website will include effective search engine function and visibility.
- 6.2.7 The new website will have a permanent 301 Redirect to ensure users are directed to a new page when there is a change to a URL.
- 6.2.8 The new website will ensure pages are “crawlable” and indexable for high visibility on search engines and include the ability to find departmental hours of operation, contact and location information.

- 6.2.9 The new website will be able to optimize images to ensure quick load times.
- 6.2.10 Navigation will be clean, simple, intuitive and efficient.
- 6.2.11 The new website will be interactive, with the ability to house dynamic content, RSS feeds, streaming video and audio.
- 6.2.12 The new website must have social-media integration. The website will have the ability to house a live feed for the County's social-media accounts, which currently include Facebook, Twitter and You Tube. It should be expandable to include other social-media accounts, as needed.
- 6.2.13 The new website will be integrated with the County's third-party platforms and applications (see section 6.9)
- 6.2.14 The new website will contain a language translator on each page with at least the Spanish language being translated.
- 6.2.15 The new website will have the capability for users to submit feedback to the County.
- 6.2.16 The new website will have a section on the homepage for photos that will keep the design fresh, relevant and appealing.
- 6.2.17 The new website will have a calendar system that incorporates a filtering capability to display County, business and community events.
- 6.2.18 The new website will include a features section on the homepage highlighting the County's accomplishments, news and updates.
- 6.2.19 The new website will have a search feature on every page that yields results with relevant links from within the functional area.
- 6.2.20 The site will be browser agnostic with improved access and interaction on multiple platforms including desktop, tablet, and phone screen sizes. The new website will have a responsive design.
- 6.2.21 The new website will have Google Analytics integration.
- 6.2.22 The new website will have workflow capabilities with assigned permissions.
- 6.2.23 The new website should have a "Doing Business Section," and improved search capabilities for businesses.
- 6.2.24 Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by Douglas County.

## **FEATURES**

- 6.3.1 New subsite creation for the Douglas County Library.
- 6.3.2 New subsite creation for Douglas County Community Services to include:
  - 6.3.2.1 Remapping of site and content including park and facility showcasing.
  - 6.3.2.2 Automated forms and workflows; i.e. event sign ups, facility rentals, online calendars, etc.

- 6.3.2.3 Integration with MaxGalaxy and other vendor tools**
- 6.3.3 The new website will have the ability to easily find reports and provide transparency to residents.**
  - 6.3.4 The website will have the capability to maintain an archive of existing and past records, such as agendas, minutes, press releases and newsletters, with version control.**
  - 6.3.5 The new website will have a robust emergency alert system which includes texting capabilities.**
  - 6.3.6 The new website will have the ability to create, upload, and manage agendas for Advisory Boards' meetings other than those managed by Accela.**
  - 6.3.7 The new website will have the ability for each Department home page to support prominent announcements.**
  - 6.3.8 The new website will have the ability to have announcements rolled up on the main County home page with links to the appropriate Department home page.**
  - 6.3.9 The new website will have Anti-Spam Technology – All submission forms accessible to the public will be controlled to prevent spamming (CAPTCHA)**
  - 6.3.10 All submission form fields accessible to the public will be controlled to prevent Denial of Service attacks.**
  - 6.3.11 The site will include an Archive Center for storing historical agendas, minutes, notices, postings, press releases, etc.**
  - 6.3.12 The site will have the ability published information and assign expiration dates.**
  - 6.3.13 The site will include searchable calendars with multiple view styles. May be combined to create master calendars.**
  - 6.3.14 Each Department/Agency will have its own webpage and sub-pages.**
  - 6.3.15 The site will have a Directory Listings – Search contact information without browsing each Department's pages.**
  - 6.3.16 The site will have a Document Center - Upload/download capability, with keyword tags and searching within PDFs.**
  - 6.3.17 The new website will have the ability to have simplified URL names for campaigns, emergencies and temporary county events.**
  - 6.3.18 The site will have a Frequently Asked Questions section with dynamic content**
  - 6.3.19 The site will have online automated forms and workflow.**
  - 6.3.20 The site will have a Printable Pages with print-friendly functions**
  - 6.3.21 The site will have a RFP/RFQ/Bid Posting section for procurement related postings**
  - 6.3.22 The site will have the ability to have Quick Links which are easy to type and can be published in print media.**

- 6.3.23 The site will have a Sitemap which is dynamically generated.
- 6.3.24 The CMS should automatically create and update a sitemap and breadcrumbs when content is added, edited or removed from the site.
- 6.3.25 The site will have easy to follow breadcrumb mapping.
- 6.3.26 The site will have a spell checker where new content is checked for spelling errors prior to posting.
- 6.3.27 The site will provide a sign-up allowing users to add their email addresses to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email.
- 6.3.28 The site will have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party applications, slideshare documents, etc.
- 6.3.29 The site will have a service directory organizing the functions by services instead of departments.
- 6.3.30 The site will include approval workflows for controlled publishing of content.

#### **SITE ADMINISTRATION**

- 6.4.1 The site will allow for Browser Based Administration to update, delete and create template-based web pages conforming to the general look and feel of the site.
- 6.4.2 The site will have administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site.
- 6.4.3 The site will have access to site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported.
- 6.4.4 The site will have the ability to manage administrative access to the site through user permissions that defines in-system rights and workflows for both general content and modular applications that are included as a part of the Content Management System ("CMS").
- 6.4.5 The site will allow permissions for both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- 6.4.6 The site will easily embed audio, video, media and social-networking applications.
- 6.4.7 The site will have quick and easy access to add and update calendar listings.
- 6.4.8 The content publishers should be able to add and update menu items if assigned the appropriate permission level.
- 6.4.9 The content publishers will have the option to use pre-created page templates to assist in the formatting and development of new content.



- 6.4.10 The content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process.
- 6.4.11 Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, will feature delayed posting and automatic expiration abilities.
- 6.4.12 Notification of expiration of site content will be received by content owners through notifications available via an in-CMS action center, a dashboard administrative display and/or e-mail notifications.
- 6.4.13 All published content on the website will be automatically archived and retrievable at any time.
- 6.4.14 Designated administrators shall have round-the-clock access to live support via phone for emergencies.
- 6.4.15 Administrators should be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules. The system should support three or more approval levels.
- 6.4.16 The site will have CMS activity reporting detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and exportable.
- 6.4.17 The site will have a separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.
- 6.4.18 The site will have an administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.

#### **TRAINING**

- 6.5.1 The Vendor should provide access to support materials via their website such as online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and/or support-related updates through common social networking mediums.
- 6.5.2 Training will be provided to the Site Administrators and content editors before site go-live.
- 6.5.3 The Vendor will develop user manuals and guidelines specific to Douglas County's implementation.

#### **ONGOING MAINTENANCE AND SUPPORT SERVICES**

- 6.6.1 The Vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support services available 24x7.

- 6.6.2 The Vendor shall provide access to live support available via e-mail or phone. The support team must be fluent in the functionality and uses of both the content management system's features and associate applications and modules.
- 6.6.3 In all submitted proposals, vendors will produce a Service Level Agreement that details guarantees of customer support as well as a service escalation processes.
- 6.6.4 In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.
- 6.6.5 The Vendor will provide regular maintenance of the CMS to improve existing functionality and, when appropriate, take the County's requests into consideration.
- 6.6.6 The Vendor will provide rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications
- 6.6.7 The hosted solution will protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds.
- 6.6.8 The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).

#### **OPTIONAL**

The County is requesting Vendors provide insight and comment on the following options being considered as part of this Request for Proposal.

- 6.7.1 Does the Vendor have an Intranet solution? As an option, the County is looking for an Intranet that can be implemented and hosted on our servers behind our firewall for increased privacy and security of our internal data. The intranet solution should leverage the same type of content management system and allow us to share content easily with our public website without having to duplicate data. The intranet should contain the following: document storage, news, calendar, forms, staff directory and workflow. We understand that the intranet may include an additional setup and maintenance fee, and is not necessarily in the current scope.
- 6.7.2 Does the Vendor have the ability to integrate with the County's GIS mapping applications?
- 6.7.3 Does the Vendor's solution have Active Directory Integration for user authentication and single sign-on?
- 6.7.4 Does the Vendor offer a certain number of consulting hours as part of the base annual fee?
- 6.7.5 Can these consulting hours be used to help us keep our website fresh and engaging? For example, we may have some mini-projects such as creating or redesigning pages, refreshing images, etc.

- 6.7.6 Does the Vendor offer a free site refresh at the end of our contract? If so, what is included in the free re-design?
- 6.7.7 Does the Vendor offer any separate packages or services that will allow us to have different design themes or subsites for some of our main departments?
- 6.7.7.1 Some differentiators would include department logo in header, unique color scheme and background, separate font style, custom page templates, custom wireframe, new custom widgets, separate navigation and menus, different header and footer configurations, standalone search and separate Google analytics.
- 6.7.8 Does the Vendor offer a solution that has the capability to deliver an extranet or password protected area of the website available only to those users approved to access secure content and sharing of files?
- 6.7.9 The County has several vendors and websites for processing payments. Does the Vendor offer integrated online payment functionality/portal where transaction information can be directly transmitted securely to a third-part vendor who would then process the credit card or e-check, and remit the funds into a specific bank account?
- 6.7.10 Does the Vendor have a component where registered users can log in, view and update their information, all from their dashboard?
- 6.7.10.1 Can registered members be added through the CMS, imported from a spreadsheet and/or can users add themselves via the frontend user interface?
- 6.7.11 Does the Vendor have a Mobile App to allow users direct access to the Douglas County site so that users don't have to bookmark the URL or look up the site in search engines each time they need access.

## **PROJECT INITIATION**

Responses must indicate the approximate length of time required after the contract award date, before the new Website can be implemented. Responses must also provide a sample time-phased project plan for initial implementation including tasks and responsible parties as part of its response.

## **INTEGRATION WITH OTHER SYSTEMS**

Integration with back-end systems and existing databases and information systems is critical to the Website. Responses must indicate how the vendor would approach the problem of interfacing with existing back-end databases, systems and services currently provided on the site. Current integrations include:

- Acella
- Govolution
- NeoGov
- Peak Democracy
- Helion's Web Query

- MaxGalaxy
- New World Systems
- OpenGov
- Arc GIS

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**EXHIBIT C**

*[West Interactive Services Corporation Terms and Conditions – 5 pages]*

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**Exhibit C:**  
**WEST INTERACTIVE SERVICES CORPORATION**  
**TERMS & CONDITIONS**

These Web Terms for Services (as defined below) apply to sales made by West Interactive Services Corporation d/b/a CivicLive ("Provider") to the customer issuing a purchase order or similar instrument to Provider ("Client"), as of the date of such purchase order ("Effective Date"). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based (each, an "Order") describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

1. **Services and Orders.** The services are the automated services, business process services or other related services agreed to in the applicable Order) and provided by Provider (the "Services"). Orders may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Order. Client shall look only to the Provider Affiliate that executes the Order with respect to any right or obligation with respect to such Order. By executing an Order or using or accessing the Services, Client agrees to be bound by this Agreement.

Use of the Services by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is West Interactive Services Corporation, 11808 Miracle Hills Dr., Omaha, NE 68154.

2. **Term and Termination.**

2.1. **Term.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order. Each Order will specify its duration (each an "Order Term"). The termination of any Order shall not otherwise effect this Agreement or any other Order.

2.2. **Termination of an Order For Cause.** Any Order may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Order that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Order; provided that such right to terminate

shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. **Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable Order in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices.

4. **Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. **Representations And Warranties.**

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Order will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and



(d) the signatory to this Agreement and the applicable Order possesses all necessary authority to enter into the Agreement and applicable Order.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

5.4. Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement ("Licensed Materials"). Provider expressly disclaims any warranty of merchantability or fitness of the Licensed Materials for a particular purpose and any other warranty, including that the Licensed Materials will not infringe any patent or other proprietary right. Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

## 6. License and Content

6.1. Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable Order Term to use the Services set forth in the applicable Order. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

6.2. Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in

association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

6.3. Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks. Client and Provider will comply with the Family Educational Rights and Privacy Act ("FERPA") and Client will indemnify Provider in the event that it is not found to be a "School Official" (as that term is used in FERPA and its implementing regulations).

6.4. Client further represents and warrants that: (a) it has prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request by Provider, Client shall promptly provide, in writing, proof of prior express consent and Client's processes for consent management; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule.

6.5. Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to

remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

6.6. Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Provider following Client's instructions in sending the Messages or Client's breach of any representation and warranty set forth in Sections 6.2 – 6.6.

#### 7. Confidentiality and Proprietary Information.

7.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement. Client's Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to

assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

#### 8. Indemnification.

8.1. General Indemnity. Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an Order; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an Order. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client's reckless, wanton, wrongful, or otherwise negligent acts of the Client.

8.2. Provider Intellectual Property Indemnity. Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. Indemnification Procedure. The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the



indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party.

## 9. Miscellaneous.

9.1. **Entire Agreement and Integration.** This Agreement, in conjunction with the applicable Order and the Privacy Policy found at <http://www.schoolmessenger.com/privacy-policy>, constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and Orders may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. **Notices.** Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. **Assignment.** This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. **Waiver.** No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. **Independent Contractors.** The Agreement and Orders are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. **Choice of Law.** This Agreement and Orders shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or Orders in any way will be instituted in a court of competent jurisdiction located in Douglas County, Nebraska, and Client consents to jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

9.7. **Enforcement.** All users of the Services must adhere to the terms of this Agreement. Provider has the right, but is not

obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

9.8. **Recording.** Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.9. **Taxes.** Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement or any Order. If at any time during the Term of this Agreement or any Order, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement or any Order, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

9.10. **Severability.** If any provision of this Agreement or the applicable Order is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable Order will continue in effect and be valid and enforceable to the fullest extent.

9.11. **No Third party Beneficiaries.** This Agreement and Orders are for the sole benefit of the parties to such Order and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.12. **Identification, Advertising & Publicity.** Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent. Customer agrees that after execution of this Agreement, subject to Customer's review and written consent, such consent not to be unreasonably withheld, conditioned or delayed, Provider shall have the right to place advertisements in financial and other newspapers and journals and

in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, Provider shall, without the Customer's further consent, have the right to include a "tombstone" with respect to such transaction on its Web site or in any "pitch-book" or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer (or by Provider pursuant to this provision).

**9.13. Interpretation.** "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Order is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an Order conflict, the terms of the Order will govern for that Order only. No preprinted or form terms, including on any purchase order, will apply.

**9.14. Force Majeure.** Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks; epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

**9.15. Amendments.** Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

**9.16. Survival.** All provisions of this Agreement or any Orders which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

**9.17.** Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that: (i) WISC may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with Client's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by WISC and its affiliates in the United States, Canada and throughout the world; and (iii) Client is the data controller and retains full responsibility for the data processed on its behalf by WISC acting as data processor.

**10. Limited Warranty and Limitation of Liability.**

**10.1.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER

EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

**10.2.** NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

**10.3.** EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Agreed to as of the date below:

For Provider: West Interactive Services Corporation

Signature

Date

Nate Bregun, Senior Vice President

For Client

Insert Client name

Signature

Date

Bradley S. Hurley, Assistant Co. Mgr.

**EXHIBIT D**

*[West Interactive Services Privacy Policy – 4 pages]*

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West and its affiliates have made reasonable efforts to ensure the accuracy of all materials posted on their websites. However, it should be understood that despite these efforts, these materials could contain errors. Materials posted on the websites are current only as of the date that such materials are posted. With the passage of time, these materials may become incomplete, obsolete, or outdated. West and its affiliates have no obligation and make no commitment to update these materials. Accordingly, all materials are posted on the websites on an "AS IS" basis without any express warranty. Further, all implied warranties are disclaimed, including but not limited to the warranties of fitness for a particular purpose, of merchantability, of title, and of non-infringement. Users of the websites should verify and confirm all information posted herein before relying on any such information. Specifications for products and/or services offered by West may differ from what is stated in the websites, such specifications being subject to change without notice.

IN NO EVENT SHALL WEST OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, DATA LOSS, OR LOSS OF BUSINESS INFORMATION) FROM THE USE OF OR RELIANCE ON INFORMATION FROM THE WEBSITE(S), EVEN IF WEST OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Forward-Looking Statements**

Materials prepared by West and/or its affiliates and posted on the websites that are not historical facts may be forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. As such, these forward-looking statements are subject to various risk and uncertainty factors that could cause actual results to differ materially from expectations. These factors are discussed more fully in the various reports filed by West Corporation from time to time with the Securities and Exchange Commission, including the West Annual Report on Form 10-K and subsequently filed Quarterly Reports on Form 10-Q. See <http://investor.shareholder.com/west/>. Users of the websites are cautioned to consider any and all forward-looking statements posted on this site in light of these risk and uncertainty factors.

### **Privacy Statement**

*Effective August 1, 2017*

This Privacy Statement applies to West Corporation and its affiliates ("West") unless the affiliate has a separately posted privacy statement.

Your privacy is an important factor West considers in the development of each of our products and services. This Privacy Statement explains generally how we receive personal information about you, and what we do with that personal information once we have it.

### **What do we mean by "personal information?"**

For us, "personal information" means information which identifies you or allows us to contact you, like your name or email address.

### **How do we learn personal information about you?**

We learn personal information about you when:

- you give it to us directly (e.g., when you choose to contact us, or make a request for information);



- we collect it automatically through our products and services (e.g., through your use of West services);
- someone else tells us personal information about you (e.g., our client provides us your personal information in order for us to perform services for them); or
- when we try to understand more about you based on personal information you've given to us (e.g., when we use your IP address to customize language for some of our services).

### **What do we do with your personal information once we have it?**

When you give us personal information, we will use it in the ways for which you've given us permission, or ways in which our clients who provided us the personal information instruct. Generally, we use your personal information to help us provide and improve our products and services for you and our clients with which you have a business relationship. We may also use the personal information you provide to contact you regarding additional or new services and features offered by West, or important information regarding West.

If you have provided personal information to our client, their privacy statement will also apply. You should familiarize yourself with their statement.

### **When do we share your personal information with others?**

- When we have asked and received your permission to share it.
- When we're required to provide it to our client from whom we received your personal information, or with whom you have a business relationship.
- For processing or providing products and services to you, but only if those entities receiving your personal information are contractually obligated to handle the data in ways approved by West.
- We sometimes provide personal information to our business partners to make our products and services better, but when we do so, we will remove your personal information and try to disclose it in a way that minimizes the risk of you being re-identified.
- We follow the law whenever we receive requests about you from a government entity, or related to a lawsuit. We'll notify you or our client from whom we received your personal information when we're asked to hand over your personal information in this way unless we're legally prohibited from doing so. When we receive requests like this, we'll only release your personal information if we have a good faith belief the law requires us to do so. Nothing in this Statement is intended to limit any legal defenses or objections you may have to a third party's request to disclose your personal information.
- We share your personal information if we have a good faith belief it is reasonably necessary to protect the rights, property or safety of you, our other users, West or the public.
- If our organizational structure or status changes (e.g., if we undergo a restructuring, are acquired, or go bankrupt), we may pass your personal information to a successor or affiliate.

### **How do we store and protect your personal information?**

We are committed to protecting your personal information once we have it. We implement physical, administrative and technical security measures. If, despite these efforts, we learn of a security breach involving your personal information, when required by law, we'll notify you or our client so appropriate protective steps can be taken. West is not responsible for unauthorized access to such personal information by hackers or others that obtain access through illegal measures in the absence of negligence on the part of West.

### **What else should I know?**

We're a global organization and our information systems are in several countries around the world. We also use service providers whose information systems may also be in various countries. This means your personal information might end up in one of those information systems in another country, and that country may have a

different level of data protection regulation than yours. By giving us personal information, you consent to this kind of transfer of your personal information. No matter what country your personal information is in, we comply with applicable law and will also abide by the commitments we make in this Privacy Statement.

If you are under 13, we don't want your personal information, and you must not provide it to us. If you are a parent and believe your child who is under 13 has provided us with personal information, please contact us to have your child's information removed.

You may have access to other sites through the West websites. These sites may have different security practices and you should familiarize yourself with those practices.

#### **How do you use cookies?**

We use cookies to provide you with better service. Cookies are pieces of information a website transfers to your computer's hard disk for record-keeping purposes. Cookies can make the Web more useful by storing information about your preferences for a particular site. The use of cookies is an industry standard, and many major websites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of the functionality of the websites or services if you do so.

#### **How do you handle my "Do Not Track" browser settings?**

West does not track the non-West website activity of any internet user with Do Not Track browser settings engaged.

#### **What if we change this Privacy Statement or any of our privacy notices?**

We may need to change this Statement and our notices. The updates will be posted online. If the changes are substantive, we will announce the update through West's websites. Your continued use of the product or service after the effective date of such changes constitutes your acceptance of such changes. To make your review more convenient, we will post an effective date at the top of the page.

#### **How do you keep my healthcare information private?**

West Corporation and its affiliates are required by law to maintain the privacy of "protected health information." Please follow this link to West's [HIPAA Privacy Notice \(https://www.west.com/wp-content/uploads/2016/12/HIPAA-Privacy-Notice-Updated-June-2017.pdf\)](https://www.west.com/wp-content/uploads/2016/12/HIPAA-Privacy-Notice-Updated-June-2017.pdf).

#### **Contact West**

If you want to make a correction to your personal information, or you have any questions about our privacy statement, please contact:

West Corporation  
Attn: Janette Nelson, Vice President & Deputy General Counsel  
11808 Miracle Hills Drive  
Omaha, NE 68154, USA

Or, you may email us at [privacy@west.com \(mailto:privacy@west.com\)](mailto:privacy@west.com).



United States   
 (https://www.west.com/)

Client Login (https://www.west.com/west-client-login/)

Contact (https://www.west.com/contact/)



About Us   
 Services & Solutions   
 Industries   
 Investors   
 Careers

Resources

## Legal & Privacy

[WEST CORPORATION \(HTTPS://WWW.WEST.COM\)](https://www.west.com/) > LEGAL & PRIVACY

## Legal & Privacy

West Corporation

Unified Communications

West Telecom Services

West Interactive Services

### Legal Notices

These Notices apply to West Corporation ("West") and its affiliates unless there is a separately posted privacy policy.

#### Copyright, Trademark, and Other Intellectual Property

West and its affiliates hold copyright to all materials posted on their websites and reserve all rights thereto. Any and all uses of the materials posted on the websites are prohibited. The authorization granted herein does not extend to the design, format, or layout of the websites, which may be further protected under applicable trade dress, trademark, or copyright laws. All copyright, patent, trademark, and other intellectual property-related notices must remain affixed to any materials downloaded from the websites. Failure to maintain such notices voids the authorization granted above.

In granting this authorization, West and its affiliates grant no other right, title, ownership, license, or other property interest in the materials and subject matter posted on the websites, and in any intellectual property rights protecting such materials and subject matter.

The West logo, any affiliate logos, and the names of all West products and/or services and West affiliate products and/or services as posted herein are either trademarks or service marks, or registered trademarks and/or service marks of West Corporation or its affiliates.

The names of other products and companies mentioned herein may be trademarks and/or service marks held by their respective owners.

#### Disclaimer

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**WEST INTERACTIVE SERVICES CORPORATION**

This Contract for Services by an Independent Contractor (the "Contract") is by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada (the "County") and West Interactive Services Corporation, a registered foreign corporation, ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County is a political subdivision of the State of Nevada, and from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of the County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, staffed, ready, willing and able to perform and render the personal services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This contract shall not become effective until and unless approved by both parties, and shall remain in effect until the services specified in Paragraph 4 of this contract are completed by Contractor.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700(3)(b), as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

*West Interactive Services Corporation ("CONTRACTOR") has entered into a contract with Douglas County to perform work relating to the Douglas Website Redesign, and requests that the State Industrial Insurance System provide to Douglas County a certificate of coverage issued pursuant to NRS § 616B.627. The certificate and notice should be mailed to:*

*Douglas County  
Technology Services  
Post Office Box 218  
Minden, Nevada 89423*

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract, and to notify County prior to cancelling any such coverage during the term of this Contract, or in the event of a lapse in coverage during the term of this Contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The parties agree that the professional services to be performed by Contractor are specified in the Professional Services Description, which is attached hereto as **Exhibit "A."** The professional services will, at a minimum, include the Scope of Services defined in Article 6 of the Request for Proposals, which is attached as **Exhibit "B."** To the extent that Exhibit "B" refers to "Vendor," such reference shall be deemed to refer to "Contractor" as defined herein. The professional services performed by Contractor shall be subject to the West Interactive Services Corporation Terms and Conditions, attached hereto as **Exhibit "C."** The Privacy Policy identified in Paragraph 9.1 of **Exhibit "C"** is attached hereto as **Exhibit "D."**

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the professional services set forth in ¶ 4 herein at a cost not to exceed Thirty-Three Thousand and Nine Hundred Dollars **\$33,900.00**. Contractor further agrees to provide the annual services set forth in ¶ 4 herein at a cost not to exceed Seven Thousand and Four Hundred Dollars **\$7,400.00 per year**, beginning on the first anniversary of the Effective Date of this Contract. Unless a specific payment breakdown by milestone is identified within the Professional Services Description, attached hereto as **Exhibit "A,"** and including Appendices of same, or unless Contractor has received a written exemption from the County, Contractor shall be paid in full only upon completion of all of the Services set forth in Paragraph 4 and after a satisfactory final inspection of the work is completed by Douglas County. Further, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act.



Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor or required to be paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

**6. CONSTRUCTION OF CONTRACT.** This Contract, including Exhibits A-D, shall be construed and interpreted according to the laws of the State of Nevada.

**7. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**8. ASSIGNMENT.** Contractor shall not assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County and such consent shall not be unreasonable withheld. Notwithstanding the foregoing, Contractor may freely assign this contract to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor shall, prior to assignment, provide County with proof that the assignee has obtained all appropriate licenses to conduct business within the State of Nevada.

**9. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**10. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items, Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**11. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, or appropriately marked and designated as Confidential by the disclosing party, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

**12. INDEMNIFICATION.** County shall indemnify, defend and hold Contractor, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by County of any term of this Contract (b) the County Systems and Materials; (c) a claim relating to any defect in any product or service offered by County, its Affiliates or any of their agents or customers ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Contractor shall indemnify, defend and hold County, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Contract. Nothing herein shall require the Contractor to indemnify the County for any claim or any portion of any claim that arises from the County's reckless, wanton, wrongful, or otherwise negligent acts of the County.

**13. CONTRACT DISPUTES.** There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If both parties agree, the parties may proceed to mediation to attempt to resolve the conflict. The cost of any such mediation shall be split equally between the parties, with each party bearing its own attorney's fees and costs. In the event that the parties are unable to resolve the conflict, litigation may only proceed before a Court of competent jurisdiction in Douglas County, Nevada and attorney's fees and costs will be awarded to the prevailing party. The court will recognize any offers of judgment made by a Party pursuant to Nevada law.

**14. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

**15. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**16. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as set forth above (or any other address that the Party to be notified may have designated to the sender by like notice).

**To County:**

Douglas County  
Attn: Chief Technology Officer  
Technology Services Department  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6295

**To Contractor:**

West Interactive Services Corporation  
100 Enterprise Way, Suite 300-A  
Scotts Valley, CA  
95066  
Telephone: (877) 519-3851


**17. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

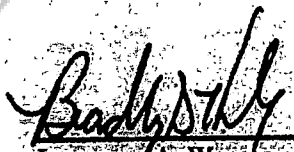
**18. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. ORDER OF PRECEDENCE.** In the case of a conflict between the terms and conditions of this Contract for Services by an Independent Contractor and any of its exhibits, the following order of precedence shall apply: first, the Contract for Services by an Independent Contractor; second, the West Interactive Services Corporation Terms and Conditions, attached hereto as Exhibit C; third, the Privacy Policy, attached hereto as Exhibit D; fourth, the Professional Services Description, attached hereto as Exhibit A; and fifth, the Scope of Services, attached hereto as Exhibit B.

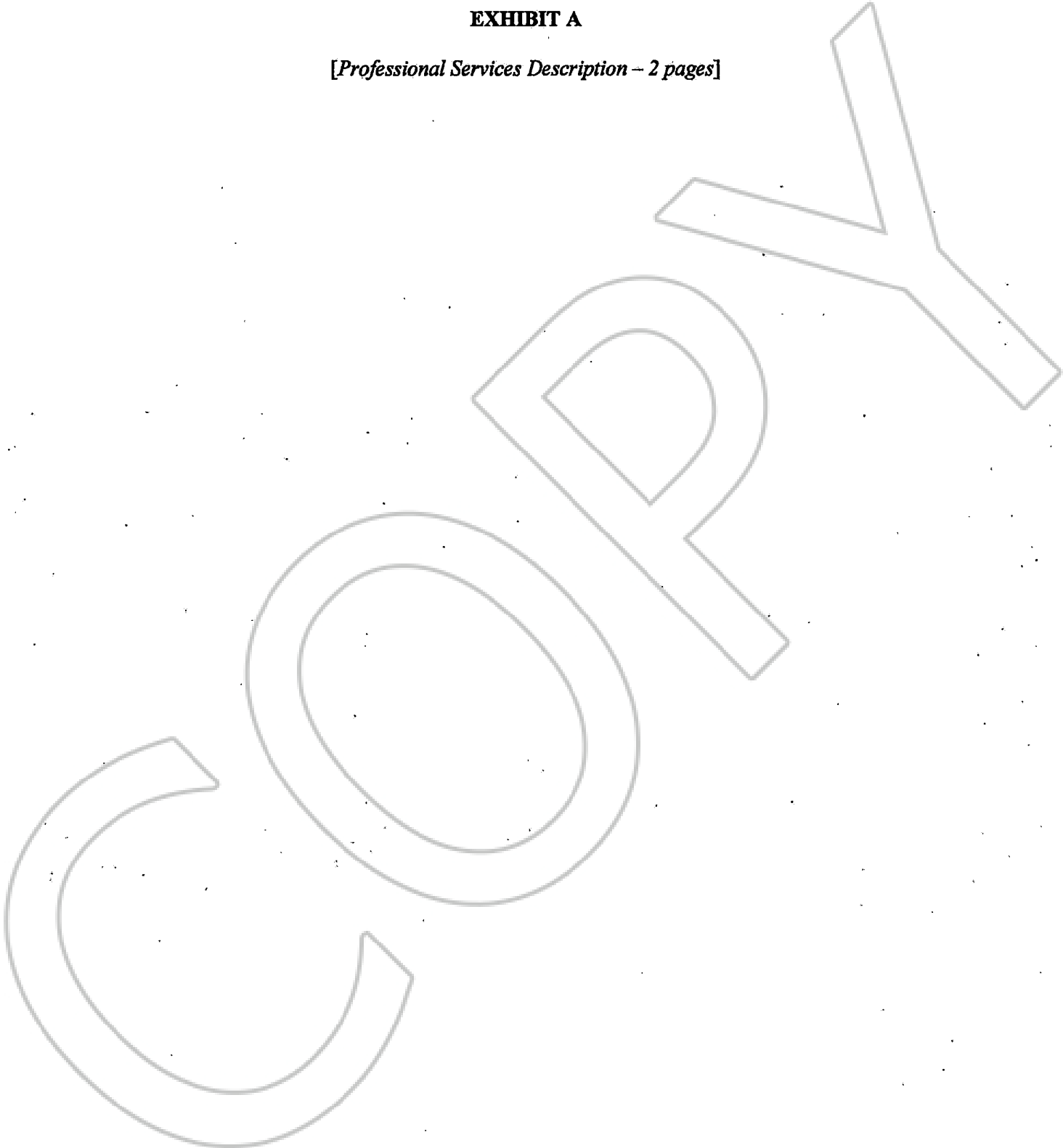
IN-WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Name: Nate Bogan 10/13/2017 (Date)  
Title: Senior Vice President  
By and On Behalf of West Interactive Services Corporation

  
\_\_\_\_\_  
Lawrence A. Werner 10/11/2017 (Date)  
Douglas County Manager  
By and On Behalf of Douglas County, Nevada

**EXHIBIT A**

*[Professional Services Description – 2 pages]*



## Exhibit A - Professional Services Description

### Appendix A – Licensed Software and Fees

The Components which are the subject of the License, the Software Licenses granted to the County and the fees payable to Contractor hereunder are as follows:

1. Licensed Software

The Components of the Platform Suite which are licensed to Douglas County, Nevada hereunder are the following:

- SitePublish Web Content Management System.

2. Software Licenses

The utilization rights of the County are as follows:

- (a) County is granted an Unlimited-User Software License; and
- (b) The Territory is Nevada.

3. Professional Services Fees

The following one-time Professional Services costs are included as part of the implementation:

Website Design, Development & Implementation	\$30,000
Design and Migration of <a href="http://www.douglascountynv.gov/">http://www.douglascountynv.gov/</a>	Included
Redesign of Douglas county Library based on County Site	Included
Redesign of Community Services Site based on county Site	Included
SMS Messaging for up to 3000 contacts	\$3,900
Training Sessions*	Included
Collaborative Content Migration	Included
Year Four Website Redesign Plan (if desired)**	Included
<b>Total Professional Services Fees:</b>	<b>\$33,900</b>

\*If on-site, travel expenses to be charged in addition and separately.

\*\*Provided that County has paid the annual fee for Contract year four.

4. Payment Schedule re: Professional Services Fees

25% on Contract Signing

25% on the first of Wireframe Sign-off or 3 months after Contract Signing, whichever occurs later

25% on completed content migration and integration

25% on the end of the second week of GoLive or 6 months after Contract Signing, whichever occurs later



## Appendix B – SAAS: Hosting, Maintenance & Support

### 1. Software-as-a-Service (SAAS)

The following are included as part of the Software-as-a-Service (SAAS):

- a) Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services
- b) CMS Software Version Upgrades & Maintenance
- c) Unlimited Access to Technical Support

County will pay Contractor each year (each such term is referred to here as an “Annual Hosting, Maintenance & Support Term”\*) an **annual fee of \$7,500**\*\* due to Contractor hereunder and is payable annually in advance.

This annual fee may be increased annually by no more than 5% by Contractor by providing County with notice of not less than thirty (30) days prior to the end of any given annual term.

\*The initial Annual Hosting, Maintenance & Support Term is effective as of the Contract execution date, and will remain in force for twelve (12) months (“Contract Year 1”).

**\*\*This annual fee will not be charged/invoiced until twelve (12) months following Contract execution, upon expiration of the initial Annual Hosting, Maintenance & Support Term (“Contract Year 2”).**

## Appendix C – Marketing

1. County will make a reasonable attempt to work with the Contractor’s Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Contract.
2. County permits Contractor to include an example of the County’s home page and a link to the County’s website on the Contractor’s corporate website(s).
3. County will make a reasonable attempt to work with the Contractor Marketing Department to create a case study related to their website.
4. County agrees to allow Contractor to display a “Powered by CivicLive” insignia and web link at the bottom of their web pages, provided however that the font size shall be no larger than the standard font size selected for other links appearing at the bottom of the web pages.
5. County understands that the pricing and any related discount structure provided under this Contract assumes such perpetual permission.

**EXHIBIT B**

*[Article 6 of the Request for Proposals – 8 pages]*

COPY

## **Exhibit B – Scope of Services**

### **6. SCOPE OF SERVICES**

The selected Vendor will be expected to perform these services under any resulting contract and/or provide comment in the response to the RFP.

#### **GENERAL**

- 6.1.1 Vendor will provide industry expertise, information, and recommendations throughout the process.
- 6.1.2 Vendor will provide project management services to ensure the successful completion and publication of the new website.
- 6.1.3 Vendor will design the “look and feel” of the new website.
- 6.1.4 Vendor will define the overall layout of the new website. The layout is expected to be intuitive and easy to navigate.
- 6.1.5 Vendor will be responsible for all creative and graphic design elements.
- 6.1.6 Vendor will populate all static and module-based content throughout the site with data provided by Douglas County.
- 6.1.7 Vendor will develop the website into a finished product.
- 6.1.8 Vendor will host the website and maintain the website’s infrastructure, including regular updates and security patches.

#### **WEBSITE DESIGN**

- 6.2.1 The County’s website will be redesigned using content supplied by the County including downloadable files and copy (i.e., images, text, links, etc.).
- 6.2.2 The website must conform to the Americans with Disabilities Act, including regulation updates.
- 6.2.3 The web designer will work closely with the County’s Public Information Officer to incorporate the County’s messaging and logo into the design of the website.
- 6.2.4 Website design will be visually appealing, incorporating the Douglas County colors and logo where appropriate.
- 6.2.5 The proposal will outline a strategy for acquiring and incorporating project input from internal and external users of the site.
- 6.2.6 The new website will include effective search engine function and visibility.
- 6.2.7 The new website will have a permanent 301 Redirect to ensure users are directed to a new page when there is a change to a URL.
- 6.2.8 The new website will ensure pages are “crawlable” and indexable for high visibility on search engines and include the ability to find departmental hours of operation, contact and location information.

- 6.2.9 The new website will be able to optimize images to ensure quick load times.
- 6.2.10 Navigation will be clean, simple, intuitive and efficient.
- 6.2.11 The new website will be interactive, with the ability to house dynamic content, RSS feeds, streaming video and audio.
- 6.2.12 The new website must have social-media integration. The website will have the ability to house a live feed for the County's social-media accounts, which currently include Facebook, Twitter and You Tube. It should be expandable to include other social-media accounts, as needed.
- 6.2.13 The new website will be integrated with the County's third-party platforms and applications (see section 6.9)
- 6.2.14 The new website will contain a language translator on each page with at least the Spanish language being translated.
- 6.2.15 The new website will have the capability for users to submit feedback to the County.
- 6.2.16 The new website will have a section on the homepage for photos that will keep the design fresh, relevant and appealing.
- 6.2.17 The new website will have a calendar system that incorporates a filtering capability to display County, business and community events.
- 6.2.18 The new website will include a features section on the homepage highlighting the County's accomplishments, news and updates.
- 6.2.19 The new website will have a search feature on every page that yields results with relevant links from within the functional area.
- 6.2.20 The site will be browser agnostic with improved access and interaction on multiple platforms including desktop, tablet, and phone screen sizes. The new website will have a responsive design.
- 6.2.21 The new website will have Google Analytics integration.
- 6.2.22 The new website will have workflow capabilities with assigned permissions.
- 6.2.23 The new website should have a "Doing Business Section," and improved search capabilities for businesses.
- 6.2.24 Website design must remain consistent throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by Douglas County.

## **FEATURES**

- 6.3.1 New subsite creation for the Douglas County Library.
- 6.3.2 New subsite creation for Douglas County Community Services to include:
  - 6.3.2.1 Remapping of site and content including park and facility showcasing.
  - 6.3.2.2 Automated forms and workflows; i.e. event sign ups, facility rentals, online calendars, etc.

- 6.3.2.3 Integration with MaxGalaxy and other vendor tools**
- 6.3.3 The new website will have the ability to easily find reports and provide transparency to residents.**
  - 6.3.4 The website will have the capability to maintain an archive of existing and past records, such as agendas, minutes, press releases and newsletters, with version control.**
  - 6.3.5 The new website will have a robust emergency alert system which includes texting capabilities.**
  - 6.3.6 The new website will have the ability to create, upload, and manage agendas for Advisory Boards' meetings other than those managed by Accela.**
  - 6.3.7 The new website will have the ability for each Department home page to support prominent announcements.**
  - 6.3.8 The new website will have the ability to have announcements rolled up on the main County home page with links to the appropriate Department home page.**
  - 6.3.9 The new website will have Anti-Spam Technology – All submission forms accessible to the public will be controlled to prevent spamming (CAPTCHA)**
  - 6.3.10 All submission form fields accessible to the public will be controlled to prevent Denial of Service attacks.**
  - 6.3.11 The site will include an Archive Center for storing historical agendas, minutes, notices, postings, press releases, etc.**
  - 6.3.12 The site will have the ability published information and assign expiration dates.**
  - 6.3.13 The site will include searchable calendars with multiple view styles. May be combined to create master calendars.**
  - 6.3.14 Each Department/Agency will have its own webpage and sub-pages.**
  - 6.3.15 The site will have a Directory Listings – Search contact information without browsing each Department's pages.**
  - 6.3.16 The site will have a Document Center - Upload/download capability, with keyword tags and searching within PDFs.**
  - 6.3.17 The new website will have the ability to have simplified URL names for campaigns, emergencies and temporary county events.**
  - 6.3.18 The site will have a Frequently Asked Questions section with dynamic content**
  - 6.3.19 The site will have online automated forms and workflow.**
  - 6.3.20 The site will have a Printable Pages with print-friendly functions**
  - 6.3.21 The site will have a RFP/RFQ/Bid Posting section for procurement related postings**
  - 6.3.22 The site will have the ability to have Quick Links which are easy to type and can be published in print media.**



- 6.3.23 The site will have a Sitemap which is dynamically generated.
- 6.3.24 The CMS should automatically create and update a sitemap and breadcrumbs when content is added, edited or removed from the site.
- 6.3.25 The site will have easy to follow breadcrumb mapping.
- 6.3.26 The site will have a spell checker where new content is checked for spelling errors prior to posting.
- 6.3.27 The site will provide a sign-up allowing users to add their email addresses to receive important notices. Users should be able to set their preferences and should have their sign-up validated via a confirmation email.
- 6.3.28 The site will have iFrame functionality to seamlessly embed other documents within any HTML page. Examples of embedded content include videos, third party applications, slideshare documents, etc.
- 6.3.29 The site will have a service directory organizing the functions by services instead of departments.
- 6.3.30 The site will include approval workflows for controlled publishing of content.

#### **SITE ADMINISTRATION**

- 6.4.1 The site will allow for Browser Based Administration to update, delete and create template-based web pages conforming to the general look and feel of the site.
- 6.4.2 The site will have administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site.
- 6.4.3 The site will have access to site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported.
- 6.4.4 The site will have the ability to manage administrative access to the site through user permissions that defines in-system rights and workflows for both general content and modular applications that are included as a part of the Content Management System ("CMS").
- 6.4.5 The site will allow permissions for both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- 6.4.6 The site will easily embed audio, video, media and social-networking applications.
- 6.4.7 The site will have quick and easy access to add and update calendar listings.
- 6.4.8 The content publishers should be able to add and update menu items if assigned the appropriate permission level.
- 6.4.9 The content publishers will have the option to use pre-created page templates to assist in the formatting and development of new content.

- 6.4.10 The content publishers should have the ability to place widgets or content blocks on page templates that serve specific purposes and streamline the template building process.
- 6.4.11 Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, will feature delayed posting and automatic expiration abilities.
- 6.4.12 Notification of expiration of site content will be received by content owners through notifications available via an in-CMS action center, a dashboard administrative display and/or e-mail notifications.
- 6.4.13 All published content on the website will be automatically archived and retrievable at any time.
- 6.4.14 Designated administrators shall have round-the-clock access to live support via phone for emergencies.
- 6.4.15 Administrators should be able to define the workflow, assign the workflow to content groups and content types, and assign users to workflow rules. The system should support three or more approval levels.
- 6.4.16 The site will have CMS activity reporting detailing all changes and activity taking place on the website through content contributors and administrators, which can be filtered by start and end dates, times, by content type and by action taken, and exportable.
- 6.4.17 The site will have a separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful.
- 6.4.18 The site will have an administrative center for reviewing quality assurance, including detailing broken links on the website, including the referring page location so that links can be corrected.

## **TRAINING**

- 6.5.1 The Vendor should provide access to support materials via their website such as online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and/or support-related updates through common social networking mediums.
- 6.5.2 Training will be provided to the Site Administrators and content editors before site go-live.
- 6.5.3 The Vendor will develop user manuals and guidelines specific to Douglas County's implementation.

## **ONGOING MAINTENANCE AND SUPPORT SERVICES**

- 6.6.1 The Vendor's CMS, including all features and modular applications associated with the CMS, must have qualified and available support services available 24x7.

- 6.6.2 The Vendor shall provide access to live support available via e-mail or phone. The support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules.
- 6.6.3 In all submitted proposals, vendors will produce a Service Level Agreement that details guarantees of customer support as well as a service escalation processes.
- 6.6.4 In the event of any outage impacting the primary data center, the hosting solution must have a disaster recovery or backup data center where our website visitors will continue to be able to access our site. The Recovery Time Objective (RTO) should be 60 minutes or less and the data replication (Recovery Point Object or RPO) should be 15 minutes or less.
- 6.6.5 The Vendor will provide regular maintenance of the CMS to improve existing functionality and, when appropriate, take the County's requests into consideration.
- 6.6.6 The Vendor will provide rolling upgrades of the solution that strengthen and update the CMS's functionality and associated applications
- 6.6.7 The hosted solution will protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and should be able to detect and mitigate malicious traffic within seconds.
- 6.6.8 The hosting platform should have a guaranteed uptime of 99.9% and be backed by a Service Level Agreement (SLA).

#### **OPTIONAL**

The County is requesting Vendors provide insight and comment on the following options being considered as part of this Request for Proposal.

- 6.7.1 Does the Vendor have an Intranet solution? As an option, the County is looking for an Intranet that can be implemented and hosted on our servers behind our firewall for increased privacy and security of our internal data. The intranet solution should leverage the same type of content management system and allow us to share content easily with our public website without having to duplicate data. The intranet should contain the following: document storage, news, calendar, forms, staff directory and workflow. We understand that the intranet may include an additional setup and maintenance fee, and is not necessarily in the current scope.
- 6.7.2 Does the Vendor have the ability to integrate with the County's GIS mapping applications?
- 6.7.3 Does the Vendor's solution have Active Directory Integration for user authentication and single sign-on?
- 6.7.4 Does the Vendor offer a certain number of consulting hours as part of the base annual fee?
- 6.7.5 Can these consulting hours be used to help us keep our website fresh and engaging? For example, we may have some mini-projects such as creating or redesigning pages, refreshing images, etc.

- 6.7.6 Does the Vendor offer a free site refresh at the end of our contract? If so, what is included in the free re-design?
- 6.7.7 Does the Vendor offer any separate packages or services that will allow us to have different design themes or subsites for some of our main departments?
- 6.7.7.1 Some differentiators would include department logo in header, unique color scheme and background, separate font style, custom page templates, custom wireframe, new custom widgets, separate navigation and menus, different header and footer configurations, standalone search and separate Google analytics.
- 6.7.8 Does the Vendor offer a solution that has the capability to deliver an extranet or password protected area of the website available only to those users approved to access secure content and sharing of files?
- 6.7.9 The County has several vendors and websites for processing payments. Does the Vendor offer integrated online payment functionality/portal where transaction information can be directly transmitted securely to a third-part vendor who would then process the credit card or e-check, and remit the funds into a specific bank account?
- 6.7.10 Does the Vendor have a component where registered users can log in, view and update their information, all from their dashboard?
- 6.7.10.1 Can registered members be added through the CMS, imported from a spreadsheet and/or can users add themselves via the frontend user interface?
- 6.7.11 Does the Vendor have a Mobile App to allow users direct access to the Douglas County site so that users don't have to bookmark the URL or look up the site in search engines each time they need access.

#### **PROJECT INITIATION**

Responses must indicate the approximate length of time required after the contract award date, before the new Website can be implemented. Responses must also provide a sample time-phased project plan for initial implementation including tasks and responsible parties as part of its response.

#### **INTEGRATION WITH OTHER SYSTEMS**

Integration with back-end systems and existing databases and information systems is critical to the Website. Responses must indicate how the vendor would approach the problem of interfacing with existing back-end databases, systems and services currently provided on the site. Current integrations include:

- Acella
- Govolution
- NeoGov
- Peak Democracy
- Helion's Web Query

- MaxGalaxy
- New World Systems
- OpenGov
- Arc GIS

COPY



**EXHIBIT C**

*[West Interactive Services Corporation Terms and Conditions – 5 pages]*

COPY

**Exhibit C:**  
**WEST INTERACTIVE SERVICES CORPORATION**  
**TERMS & CONDITIONS**

These Web Terms for Services (as defined below) apply to sales made by West Interactive Services Corporation d/b/a CivicLive ("Provider") to the customer issuing a purchase order or similar instrument to Provider ("Client"), as of the date of such purchase order ("Effective Date"). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based (each, an "Order") describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

1. **Services and Orders.** The services are the automated services, business process services or other related services agreed to in the applicable Order) and provided by Provider (the "Services"). Orders may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Order. Client shall look only to the Provider Affiliate that executes the Order with respect to any right or obligation with respect to such Order. By executing an Order or using or accessing the Services, Client agrees to be bound by this Agreement.

Use of the Services by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is West Interactive Services Corporation, 11808 Miracle Hills Dr., Omaha, NE 68154.

2. **Term and Termination.**

2.1. **Term.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order. Each Order will specify its duration (each an "Order Term"). The termination of any Order shall not otherwise effect this Agreement or any other Order.

2.2. **Termination of an Order For Cause.** Any Order may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Order that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Order; provided that such right to terminate

shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. **Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable Order in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices.

4. **Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. **Representations And Warranties.**

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Order will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and

(d) the signatory to this Agreement and the applicable Order possesses all necessary authority to enter into the Agreement and applicable Order.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

5.4. Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement ("Licensed Materials"). Provider expressly disclaims any warranty of merchantability or fitness of the Licensed Materials for a particular purpose and any other warranty, including that the Licensed Materials will not infringe any patent or other proprietary right. Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

## 6. License and Content.

6.1. Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable Order Term to use the Services set forth in the applicable Order. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

6.2. Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in

association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

6.3. Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks. Client and Provider will comply with the Family Educational Rights and Privacy Act ("FERPA") and Client will indemnify Provider in the event that it is not found to be a "School Official" (as that term is used in FERPA and its implementing regulations).

6.4. Client further represents and warrants that: (a) it has prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text, ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request by Provider, Client shall promptly provide, in writing, proof of prior express consent and Client's processes for consent management; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule.

6.5. Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to



remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

6.6. Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Provider following Client's instructions in sending the Messages or Client's breach of any representation and warranty set forth in Sections 6.2 – 6.6.

#### 7. Confidentiality and Proprietary Information.

7.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement. Client's Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to

assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

#### 8. Indemnification.

8.1. General Indemnity. Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an Order; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an Order. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client's reckless, wanton, wrongful, or otherwise negligent acts of the Client.

8.2. Provider Intellectual Property Indemnity. Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client, its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. Indemnification Procedure. The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the

indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party.

## 9. Miscellaneous.

9.1. **Entire Agreement and Integration.** This Agreement, in conjunction with the applicable Order and the Privacy Policy found at <http://www.schoolmessenger.com/privacy-policy>, constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and Orders may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. **Notices.** Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. **Assignment.** This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. **Waiver.** No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. **Independent Contractors.** The Agreement and Orders are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. **Choice of Law.** This Agreement and Orders shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or Orders in any way will be instituted in a court of competent jurisdiction located in Douglas County, Nebraska, and Client consents to jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

9.7. **Enforcement.** All users of the Services must adhere to the terms of this Agreement. Provider has the right, but is not

obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

9.8. **Recording.** Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.9. **Taxes.** Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement or any Order. If at any time during the Term of this Agreement or any Order, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement or any Order, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

9.10. **Severability.** If any provision of this Agreement or the applicable Order is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable Order will continue in effect and be valid and enforceable to the fullest extent.

9.11. **No Third party Beneficiaries.** This Agreement and Orders are for the sole benefit of the parties to such Order and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.12. **Identification, Advertising & Publicity.** Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent. Customer agrees that after execution of this Agreement, subject to Customer's review and written consent, such consent not to be unreasonably withheld, conditioned or delayed, Provider shall have the right to place advertisements in financial and other newspapers and journals and



in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, Provider shall, without the Customer's further consent, have the right to include a "tombstone" with respect to such transaction on its Web site or in any "pitch-book" or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer (or by Provider pursuant to this provision).

9.13. **Interpretation.** "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Order is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an Order conflict, the terms of the Order will govern for that Order only. No preprinted or form terms, including on any purchase order, will apply.

9.14. **Force Majeure.** Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks; epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

9.15. **Amendments.** Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

9.16. **Survival.** All provisions of this Agreement or any Orders which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

9.17. Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that: (i) WISC may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with Client's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by WISC and its affiliates in the United States, Canada and throughout the world; and (iii) Client is the data controller and retains full responsibility for the data processed on its behalf by WISC acting as data processor.

10. **Limited Warranty and Limitation of Liability.**

10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER

EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

10.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

10.3. EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Agreed to as of the date below:

For Provider: West Interactive Services Corporation

Signature *Nate Brogan* Date 10-13-17

Name and title Nate Brogan, Senior Vice President

For Client

Insert Client name:

Signature *Bradley S. Hurley* Date 10/11/2017

Name and title Bradley S. Hurley, Assistant Co. Mgr.

**EXHIBIT D**

*[West Interactive Services Privacy Policy – 4 pages]*

COPY

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#### **Forward-Looking Statements**

Materials prepared by West and/or its affiliates and posted on the websites that are not historical facts may be forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. As such, these forward-looking statements are subject to various risk and uncertainty factors that could cause actual results to differ materially from expectations. These factors are discussed more fully in the various reports filed by West Corporation from time to time with the Securities and Exchange Commission, including the West Annual Report on Form 10-K and subsequently filed Quarterly Reports on Form 10-Q. See <http://investor.shareholder.com/west/>. Users of the websites are cautioned to consider any and all forward-looking statements posted on this site in light of these risk and uncertainty factors.

#### **Privacy Statement**

*Effective August 1, 2017*

This Privacy Statement applies to West Corporation and its affiliates ("West") unless the affiliate has a separately posted privacy statement.

Your privacy is an important factor West considers in the development of each of our products and services. This Privacy Statement explains generally how we receive personal information about you, and what we do with that personal information once we have it.

#### **What do we mean by "personal information?"**

For us, "personal information" means information which identifies you or allows us to contact you, like your name or email address.

#### **How do we learn personal information about you?**

We learn personal information about you when:

- you give it to us directly (e.g., when you choose to contact us, or make a request for information);

- we collect it automatically through our products and services (e.g., through your use of West services);
- someone else tells us personal information about you (e.g., our client provides us your personal information in order for us to perform services for them); or
- when we try to understand more about you based on personal information you've given to us (e.g., when we use your IP address to customize language for some of our services).

### **What do we do with your personal information once we have it?**

When you give us personal information, we will use it in the ways for which you've given us permission, or ways in which our clients who provided us the personal information instruct. Generally, we use your personal information to help us provide and improve our products and services for you and our clients with which you have a business relationship. We may also use the personal information you provide to contact you regarding additional or new services and features offered by West, or important information regarding West.

If you have provided personal information to our client, their privacy statement will also apply. You should familiarize yourself with their statement.

### **When do we share your personal information with others?**

- When we have asked and received your permission to share it.
- When we're required to provide it to our client from whom we received your personal information, or with whom you have a business relationship.
- For processing or providing products and services to you, but only if those entities receiving your personal information are contractually obligated to handle the data in ways approved by West.
- We sometimes provide personal information to our business partners to make our products and services better, but when we do so, we will remove your personal information and try to disclose it in a way that minimizes the risk of you being re-identified.
- We follow the law whenever we receive requests about you from a government entity, or related to a lawsuit. We'll notify you or our client from whom we received your personal information when we're asked to hand over your personal information in this way unless we're legally prohibited from doing so. When we receive requests like this, we'll only release your personal information if we have a good faith belief the law requires us to do so. Nothing in this Statement is intended to limit any legal defenses or objections you may have to a third party's request to disclose your personal information.
- We share your personal information if we have a good faith belief it is reasonably necessary to protect the rights, property or safety of you, our other users, West or the public.
- If our organizational structure or status changes (e.g., if we undergo a restructuring, are acquired, or go bankrupt), we may pass your personal information to a successor or affiliate.

### **How do we store and protect your personal information?**

We are committed to protecting your personal information once we have it. We implement physical, administrative and technical security measures. If, despite these efforts, we learn of a security breach involving your personal information, when required by law, we'll notify you or our client so appropriate protective steps can be taken. West is not responsible for unauthorized access to such personal information by hackers or others that obtain access through illegal measures in the absence of negligence on the part of West.

### **What else should I know?**

We're a global organization and our information systems are in several countries around the world. We also use service providers whose information systems may also be in various countries. This means your personal information might end up in one of those information systems in another country, and that country may have a



different level of data protection regulation than yours. By giving us personal information, you consent to this kind of transfer of your personal information. No matter what country your personal information is in, we comply with applicable law and will also abide by the commitments we make in this Privacy Statement.

If you are under 13, we don't want your personal information, and you must not provide it to us. If you are a parent and believe your child who is under 13 has provided us with personal information, please contact us to have your child's information removed.

You may have access to other sites through the West websites. These sites may have different security practices and you should familiarize yourself with those practices.

#### **How do you use cookies?**

We use cookies to provide you with better service. Cookies are pieces of information a website transfers to your computer's hard disk for record-keeping purposes. Cookies can make the Web more useful by storing information about your preferences for a particular site. The use of cookies is an industry standard, and many major websites use them to provide useful features for their customers. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of the functionality of the websites or services if you do so.

#### **How do you handle my "Do Not Track" browser settings?**

West does not track the non-West website activity of any internet user with Do Not Track browser settings engaged.

#### **What if we change this Privacy Statement or any of our privacy notices?**

We may need to change this Statement and our notices. The updates will be posted online. If the changes are substantive, we will announce the update through West's websites. Your continued use of the product or service after the effective date of such changes constitutes your acceptance of such changes. To make your review more convenient, we will post an effective date at the top of the page.

#### **How do you keep my healthcare information private?**

West Corporation and its affiliates are required by law to maintain the privacy of "protected health information." Please follow this link to West's [HIPAA Privacy Notice \(https://www.west.com/wp-content/uploads/2016/12/HIPAA-Privacy-Notice-Updated-June-2017.pdf\)](https://www.west.com/wp-content/uploads/2016/12/HIPAA-Privacy-Notice-Updated-June-2017.pdf).

#### **Contact West**

If you want to make a correction to your personal information, or you have any questions about our privacy statement, please contact:

West Corporation  
Attn: Janette Nelson, Vice President & Deputy General Counsel  
11808 Miracle Hills Drive  
Omaha, NE 68154, USA

Or, you may email us at [privacy@west.com \(mailto:privacy@west.com\)](mailto:privacy@west.com).





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 (https://www.west.com/)

Client Login (https://www.west.com/west-client-login/)

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## Legal & Privacy

WEST CORPORATION (HTTPS://WWW.WEST.COM) > LEGAL & PRIVACY

## Legal & Privacy

West Corporation

Unified Communications

West Telecom Services

West Interactive Services

### Legal Notices

These Notices apply to West Corporation ("West") and its affiliates unless there is a separately posted privacy policy.

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#### Disclaimer

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

22<sup>nd</sup> day of November, 2017

By [Signature] Deputy