



TOOELE COUNTY CORPORATION  
CONTRACT # 24-01-29

## FRONTLINE SOFTWARE AGREEMENT

This Frontline Program Agreement (“Agreement”) is by and between entity described below (“Customer”), and FrontLine Public Safety Solutions, LLC, an Illinois limited liability company (“FrontLine”) (each a “Party”; and collectively, the “Parties”).

**ACCESS AND USE.** Subject to and conditioned on Customer’s payment of Fees (as defined below) and compliance with all other terms and conditions of this Agreement, FrontLine hereby grants to Customer a limited non-exclusive, non-transferable, non-sublicensable right to access and use the web-based public safety data management portal and other Program provided by Frontline (“Portal”) during the term of this Agreement.

**FEES AND PAYMENT TERMS.** Customer agrees to pay to FrontLine fees in the amounts and on the terms described in the invoices issued by FrontLine (“Fees”). FrontLine may adjust the Fees on an annual basis, by thirty (30) days’ prior written notice. Unless otherwise agreed by the Parties in writing, all Fees are due and payable within thirty (30) days of the date of invoice. FrontLine has the right to suspend Customer’s access to the Portal should Customer default in the payment of Fees, or any part thereof. If Customer does terminate FrontLine will export their data at no cost in an XML file. Customer will receive an invoice 45 days prior to when the annual contract expires. If the Customer wants to terminate the annual renewal an email would need to be sent to FrontLine anytime during that 45 days notice.

**CUSTOMER CONTENT; CUSTOMER REPRESENTATIONS AND WARRANTIES.** Customer owns all right, title and interest in and to any and all data, information, content, material or works of authorship that Customer makes available to FrontLine or that Customer or its third party users submit or enter into the Portal is collectively “Customer Content”. FrontLine covenants to comply with its Privacy Policy at <https://www.frontlinepss.com/privacy-policy>, incorporated herein by reference.

**USE RESTRICTIONS.** The Portal, together with all enhancements, modifications, edits, additions, adaptations or derivative works of Customer Content made by FrontLine or the Portal in accordance with the license granted to it in Paragraph 2 or by Customer via Customer’s use of the Portal are collectively “FrontLine Property”. Customer will not use FrontLine Property for any purposes beyond the scope of the access to the Portal granted in this Agreement. The number of users will be determined and limited as set forth in the Customer’s invoice. Customer will continue to have access to the Portal until the Frontline removes authorization. Customer is responsible for updating the Portal on any changes to authorized users in the event of employee termination.



INTELLECTUAL PROPERTY. Customer acknowledges and agrees that FrontLine and its licensors and service providers are the owners of all right, title and interest in and to all FrontLine Property. The FrontLine Property may be used only in accordance with the terms and conditions of this Agreement.

CANCELLATION, TERM AND TERMINATION. This Agreement will remain in effect for so long as Customer accesses the Portal. FrontLine reserves the right to terminate or suspend access to the Portal without notice or liability if it has reason to believe that Customer is in breach of any term or condition of this Agreement or upon the termination or expiration of the duration of Portal access for which FrontLine has been paid.

FRONTLINE WARRANTY. THE PORTAL IS PROVIDED TO CUSTOMER "AS IS." FRONTLINE GIVES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PORTAL OR ANY FRONTLINE PROPERTY. FRONTLINE HEREBY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE PORTAL MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FRONTLINE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

GOVERNING LAW. This Agreement is governed by and construed in accordance with the internal Laws of the State of Illinois. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal or state courts in DuPage County, Illinois, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

ENTIRE AGREEMENT; SUCCESSORS AND ASSIGNS. This Agreement, together with any other documents incorporated herein by reference and all agreements between the Parties regarding payment of Fees, constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, with respect to such subject matter, and will bind and inure to the benefit of the Parties and their successors and assigns.

*Ben Laird*

Ben Laird  
President

Frontline Customer

DocuSigned by:  
*Andy Welch*  
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Date 1/4/2024





## MEMBERSHIP ACTIVATION SETUP

Listed below are the details needed to create your Frontline Account. Please fill out this form or email your Frontline Sales Representative the details to activate your program.

### Primary Contact Information

Name Norberto Aranda

Phone 435-277-4254

Company / Department Tooele County

Title Mr

Email Norberto.aranda@tooeleco.org

Street Address 1960 S Main St

City Tooele

State Utah

Zip Code 84074

### Membership Details

Username

Password

Re-Type Password

**Once your account has been created, you will receive an "Activation Email" with a link to your account.**