



1305 Corporate Center Drive, Suite 500, Eagan, MN 55121  
 Phone: (952) 469-1589 | Toll Free: (888) 469-7789

# ORDER FORM

Prepared For:	Bill To:
City of Kingsport for its Fire Department 415 Broad Street Kingsport, TN 37660 jerrydeberry@kingsporttn.gov	City of Kingsport 415 Broad Street Kingsport, TN 37660

Salesperson	Quote Number	Order Form Date
Kyle Kane Mid-Market Account Executive	Q-17690v1	12-09-2025
Contract Effective Date	Subscription Term (Months)	
Date of the last signature on this Order Form	36	

### One Time

Description	Qty	Fee Type	Unit Price	Total
Modules Setup & Implementation	3	One Time	\$0.00	0
<b>Total Net Price</b>				<b>\$0.00</b>

### Recurring

Description	Qty	Fee Type	Unit Price	Total
CAD Distribution	1	Recurring	\$3,250.00	\$3,250.00
Staffing Solution Integration	1	Recurring	\$3,500.00	\$3,500.00
<b>Total Net Price</b>				<b>\$6,750.00</b>

<b>Total One time:</b>	\$0.00
<b>* Total Recurring:</b>	\$6,750.00



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### Incident Volume

Category	Incidents
Elite	7,500

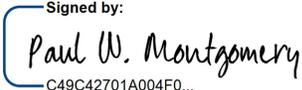
This Order Form is subject to the terms of the Master Subscription Agreement located at <http://www.imagetrend.com/legal/msa> unless there is a separate agreement between City of Kingsport and ImageTrend.

This proposal is valid for 90 days from the date listed above.

**Additional Terms:**

- \* Recurring Fees will be invoiced as follows:
  - From the Effective Date through June 30, 2026, Recurring Fees will be waived.
  - From July 1, 2026 through December 31, 2026, Recurring Fees will be prorated at \$562.50 per month. Such prorated Recurring Fees will be invoiced on July 1, 2026.
  - January 1, 2027 through June 30, 2027, Recurring Fees will be prorated at \$562.50 per month. Such prorated Recurring fees will be invoiced on January 1, 2027.
  - Beginning July 1, 2027, the full Recurring Fee will be invoiced annually in advance.
- After July 1, 2027, Customer may elect to cancel in accordance with the MSA, no less than sixty (60) days prior to the end of the Subscription Term.
- Each July 1, Customer’s subscription to a Service will automatically renew for a one-year Subscription Term at the end of each prior Subscription Term.
- Payments terms are Net 30, due after receipt of an invoice.
- Beginning July 1, 2027, Recurring fees are subject to price increases each year following the first year of the Subscription Term, and will not exceed 7% of the then-current price in any given year.
- Any terms not defined herein shall have the same meaning as defined in the Master Subscription Agreement.
- The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term will be coterminous with the then-current Subscription Term for existing Services.

ImageTrend	
Name	Dana Berce Novack
Title	Chief Legal Officer
Signature	<i>Dana Berce Novack</i>
Date	12/15/2025

City of Kingsport	
Name	Paul W. Montgomery
Title	Mayor
Signature	Signed by:  C49C42701A004F0...
Date	12/16/2025

## ADDENDUM TO IMAGETREND ORDER FORM AND MASTER SUBSCRIPTION AGREEMENT

This Addendum (herein "Addendum") amends the ImageTrend Order Form (#Q-17690v1) and Master Subscription Agreement, and any and all other terms and conditions as well as attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement, *etc.* (all of which are herein "Agreement") between ImageTrend, LLC, a limited liability company registered in Minnesota with its principal place of business located at 1305 Corporate Center Drive, Ste. 500, Eagan, MN 55121 its affiliates and subsidiaries (herein "Vendor") and City of Kingsport, Tennessee for its Kingsport Fire Department (herein "City"). In consideration of using Vendor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. In the event of a conflict between this Addendum and the provisions of the Agreement, the provisions of this Addendum shall, to the extent of such conflict take precedence unless such document expressly states that it is amending this Addendum.
- 2. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability in favor of Vendor is enforceable only to the extent permitted by Tennessee law, provided City's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of this Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.*
- 3. No Liability for Users or Third Parties.** Except as provided in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* City is not responsible for Users of the Service, their acts or data, or any acts or data of a third party.
- 4. No Liability of Officials and Employees.** No official, employee or volunteer, whether disclosed or undisclosed, of City shall be personally liable to Vendor or any other person or entity, including a third party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by City; for any amount which may become due under the Agreement ;or on any obligations under the terms of the Agreement and Vendor and any other person or entity, including a third party beneficiary, shall to look solely to City for the satisfaction of any liability of City hereunder.
- 5. Warranty.** Because Tennessee law may not allow City to agree to the disclaimer of warranties, any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and City reserves all rights afforded to local governments under law for all general and implied warranties.
- 6. Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential unless otherwise provided by state law. Additionally, and unless otherwise exempt from disclosure, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records.

**7. Intentionally omitted.**

- 8. No Automatic Renewal, Term.** Any provision providing for automatic or continuing renewal of the Agreement is not applicable, except by written mutual consent of the parties. City or Vendor may terminate the Agreement and use of the service for any reason upon 12 months prior written notice to the other party. City's access to any data in possession of Vendor shall not be restricted or denied until the effective date of the termination. Upon termination, the City shall make payment for any services provided prior to the date of termination. Notices to the City shall be sent to:

City of Kingsport  
Fire Chief Jerry DeBerry  
130 Island Street  
Kingsport, TN 37660

Office of the City Attorney  
City of Kingsport  
415 Broad Street, Ste. 333  
Kingsport, TN 37660

- 9. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

- 10. City's Refusal to Arbitrate, Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. Therefore, any reference to the resolution of disputes through arbitration is expressly stricken from the Agreement and City expressly refuses to arbitrate any dispute. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. Service of process shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

- 11. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between City and Vendor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure. Discretionary cost may be awarded by a court as permitted by Tennessee law, provided City does not waive its governmental immunity.

- 12. No Taxes.** As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Vendor agrees to exempt City from any taxes for which City supplies Vendor with its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and Vendor shall assume liability for such applicable Sales and Use Taxes, if any, that should be incurred.

- 13. Amendment.** Unilateral modification or amendment of the Agreement by Vendor is prohibited and any provision permitting such by Vendor is not applicable to City. Any amendment or modification of the Agreement or this Addendum is binding only if it is in writing and properly executed by the signatures of authorized representatives of the parties hereto, including attestation by City's city recorder and approved as to form by City's city attorney.

14. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
15. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
16. **Counterparts.** This Addendum may be executed in one or more counterparts by City and Vendor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
17. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

*[SIGNATURE PAGE FOLLOWS]*

The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

**ImageTrend, LLC**

*Dana Berce Novack*

\_\_\_\_\_  
**Signature**

12/15/2025

\_\_\_\_\_  
**Date**

Dana Berce Novack

\_\_\_\_\_  
**Printed Name**

Chief Legal Officer

\_\_\_\_\_  
**Title**

**City of Kingsport, Tennessee**

Signed by:

*Paul W. Montgomery*

\_\_\_\_\_  
**Paul W. Montgomery, Mayor**

12/16/2025

\_\_\_\_\_  
**Date**

**Attest:**

DS

DocuSigned by:

*Angela Marshall*

\_\_\_\_\_  
**Angela Marshall, Deputy City Recorder**

**Approved as to form:**

Signed by:

*Rodney B. Rowlett, III*

\_\_\_\_\_  
**Rodney B. Rowlett, III, City Attorney**

# Kingsport CAD & Vector CrewSense Integration Order Form & Addendum

Final Audit Report

2025-12-15

Created:	2025-12-15 (Central Standard Time)
By:	Missy Merritt (mmerritt@imagnetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApNDDEhWT_zEi4htptli4arKsse2yv7Nt

## "Kingsport CAD & Vector CrewSense Integration Order Form & Addendum" History

-  Document created by Missy Merritt (mmerritt@imagnetrend.com)  
2025-12-15 - 2:58:44 PM CST
-  Document emailed to Dana Berce Novack (dnovack@imagnetrend.com) for signature  
2025-12-15 - 3:00:44 PM CST
-  Email viewed by Dana Berce Novack (dnovack@imagnetrend.com)  
2025-12-15 - 3:18:05 PM CST
-  Document e-signed by Dana Berce Novack (dnovack@imagnetrend.com)  
Signature Date: 2025-12-15 - 3:18:35 PM CST - Time Source: server
-  Agreement completed.  
2025-12-15 - 3:18:35 PM CST