

# Master Services Agreement

35857

This Master Services Agreement (the "**Agreement**"), No. 1 is made this 12 February 2021 by and between **US IGNITE, INC.**, ("**US Ignite**") and the undersigned ("**Service Provider**") in connection with the Services (as defined below) to be provided by Service Provider.

**WHEREAS**, US Ignite desires to retain the Service Provider to provide the Services described below.

**NOW THEREFORE**, the parties hereby agree as follows:

**1. Services.** 1.1 Service Provider shall perform certain services and provide certain deliverables (collectively the "**Services**") as set forth on one or more Task Orders (each a "**Task Order**"). Services shall only be provided in connection with a Task Order which must be executed by both parties hereto. Each Task Order entered into by the parties shall reference this Agreement and shall be attached hereto and made a part of this Agreement. Each Task Order shall be subject to the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and the contents of a Task Order, the contents of the Task Order shall take precedence to the extent necessary to resolve any such conflict.

1.2 Each Task Order shall include a detailed project/task implementation plan and shall include, as applicable: (a) identification of all critical milestone events and interdependent milestone events; (b) a detailed description of each of the Services to be performed; and (c) completion dates for each of the deliverables. Each Task Order will also include a description of payments and any additional terms and conditions that shall apply to the Services to be performed under that specific Task Order.

1.3 An unlimited number of Task Order's may be issued under the terms of this Agreement, each of which will be incorporated by reference herein once executed by both parties. Each Task Order shall remain valid for the length of time provided in its own terms.

1.4 US Ignite may reject Services or deliverables that do not substantially conform with the Task Order or industry standards by providing written notice within fifteen (15) days of receipt of such Services or deliverables, that identifies what Services US Ignite is rejecting, and states the reason(s) for the rejection.

**2. Compensation.** US Ignite shall pay and Service Provider shall accept, in full consideration for the Services, the compensation described in the applicable Task Order.

**3. Term and Termination.** The term of this Agreement shall commence upon the date first written above and shall remain in effect for Twelve (12) months thereafter (the "**Term**") unless earlier terminated. This Agreement shall automatically renew for successive one-year terms (each a "**Renewal Term**") unless either party provides the other party hereto written notification of their intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Term or Renewal Term. In the event that any Task Order is outstanding as of the expiration date of the Term or a Renewal Term, as the case may be, and either party does not wish to renew this Agreement, then the Parties agree that the term of the Agreement shall be extended to coincide with the completion of all Task Orders that are outstanding as of the date notification of non-renewal is provided.

US Ignite may terminate any Task Order for any reason, or no reason by providing the Service Provider with thirty (30) days prior written notice of its desire to terminate.

**4. Appointment; Exclusivity.** Nothing in this Agreement is intended to restrict either US Ignite or Service Provider from entering into similar agreements with third parties to provide similar or identical services to those provided under this Agreement.

**5. Independent Contractor.** Service Provider shall not be considered an employee, agent, partner, or joint venturer of US Ignite. Service Provider is an independent contractor of US Ignite. Service Provider shall maintain sole and exclusive control over its personnel and operations in the performance of the Services. Each party will be responsible for all of the actions of any contractors it engages for work related to the Award, and will not be responsible for the actions of the contractors engaged by the other parties. Service Provider is responsible for all federal and state taxes applicable to compensation or payments paid to Service Provider under this Agreement and agrees to submit a copy of Service Provider's W-9 to US Ignite within thirty (30) days of execution of this Agreement and prior to any funds being released.

**6. Representations and Warranties:** Service Provider hereby represents warrants and/or covenants to US Ignite as follows:

(i) This Agreement is a valid and binding obligation of Service Provider, enforceable against it in accordance with its terms;

(ii) Service Provider shall comply with all current and future laws, statutes, regulations and ordinances, as amended from time to time, that govern the Services;

(iii) The Services provided by Service Provider shall not infringe, misappropriate, or violate any third party rights, including, without limitation, property or contractual rights, non-disclosure obligations, trademark rights, copyrights, patent rights or other intellectual property rights; and

(iv) Service Provider shall have no right to enter into any agreements or commitments on behalf of US Ignite. Service Provider shall have no right to make representations as to the services which can be provided by US Ignite or the information delivered by US Ignite, except to the extent expressly authorized in writing by US Ignite.

(v) Service Provider shall reimburse US Ignite for all costs, fines, fees (including late fees), damages and surcharges which US Ignite is required to pay to any third party, as a result of Service Provider's failure to perform the Services in accordance with the terms of this Agreement and the applicable Task Order.

(vi) Service Provider agrees that US Ignite may audit the Services performed to evaluate the quality of work. Any corrective actions discovered shall be promptly resolved by the Service Provider at Service Provider's sole expense.

**7. Work Product.** Service Provider hereby grants US Ignite a perpetual, irrevocable, worldwide royalty-free, fully paid up, non-exclusive, right and license (the "**US Ignite License**"), to any deliverables, associated with providing the Services, including but not limited to copyright, patent, trademarks, trade secrets, and all other

intellectual property rights arising out of, related to or resulting from providing the Services under this Agreement ("**Work Product**").

**8. Confidentiality.** Each party agrees to keep the terms of this Agreement Confidential.

**9. Limited Warranty.** Service Provider warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by recognized professionals in performing services of a similar nature in existence at the time of performance of the Services. If, during the six months following completion or termination of the Services, it is shown there is an error in the Services caused solely by the failure of Service Provider to meet such standards, Service Provider shall re-perform such Service, at no additional cost to US Ignite, to remedy such error. SERVICE PROVIDER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, AND SERVICE PROVIDER DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Consequential Damages.** IN NO EVENT WILL ANY PARTY TO THIS AGREEMENT BE LIABLE OR RESPONSIBLE TO ANY OTHER PARTY HERETO FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE; OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

**11. Indemnification.** Service Provider agrees to indemnify and hold US Ignite harmless from and against any and all third party claims, costs, fees and expenses (including reasonable legal fees) arising out of bodily injury or death or property damage relating to any negligent action or omission of Service Provider, its employees or subcontractors in connection with providing the Services under the terms of this Agreement.

**12. Insurance.** Service Provider shall have in place, general liability insurance coverage in the amounts and with the insurance carrier or carriers reasonably acceptable to US Ignite. Service Provider will name US Ignite as an additional named insured under all such policies and will provide US Ignite with a certificate of insurance that is reasonably acceptable to US Ignite, evidences US Ignite's being named as an additional named insured on such policy, and that provides that the carrier will give US Ignite written notice, not less than thirty (30)

days prior to any: cancellation or modification in the coverage amount; or, the removal of US Ignite as an additional named insured under such policy.

**13. Notice.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and delivered in the method set forth on the applicable Task Order.

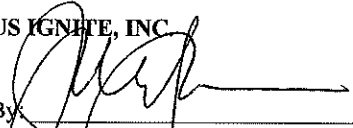
**14. General.**

14.1 This Agreement may not be amended, supplemented or waived, in whole or in part, except by written instrument duly executed by the parties hereto. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

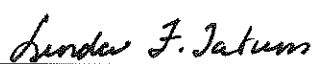
14.2 This Agreement shall be governed by the substantive law of the State of New York.

14.3 The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any remaining part. This Agreement together with all exhibits, constitutes the entire agreement between the parties for the Services. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile signature.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

US IGNITE, INC  
By:   
Name: Joseph Kochan  
Title: Chief Executive Officer

City of Long Beach

By:   
Name: LINDA E. TATUM  
Title: ASST CITY MANAGER  
DUNS number

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM  
February 25, 2021  
CHARLES PARKIN, City Attorney  
  
ERIN WEESNER-MCKINLEY  
DEPUTY CITY ATTORNEY

**Task Order No.1  
City of Long Beach  
Augmented Reality Development Challenge Event**

In accordance with and the Master Services Agreement entered into on February 12, 2021 between US Ignite, Inc. (“*US Ignite*”) and City of Long Beach (the “*Service Provider*”), which includes the general terms and conditions to which this Task Order is subject, the Service Provider shall provide the following Services:

1. **Tasks:** The Services to be provided by the Service Provider under the Master Services Agreement to which this Task Order is attached shall align with the proposal submitted and include the following:

1. Design, plan, and execute an Augmented Reality (AR) Development Challenge Event in alignment with the proposal submitted and approved by US Ignite and Facebook Reality Labs.
2. Promote and advertise the AR Development Challenge Event, and recruit best in breed development teams to participate in the AR Development Challenge Event.
3. Develop an assessment criteria and recruit judges to provide impartial ratings for the participating AR Development Challenge Event entries.
4. Host and conduct all elements of the AR Development Challenge Event.
5. Provide reporting on results and outcome of the event to US Ignite and Facebook Reality Labs as needed to demonstrate the effectiveness and outcome of the AR Development Challenge Event.

2. **Compensation:** Service Provider shall be paid a total of \$20,000 for providing the Services set forth above. Funds may be used to fund for the tasks listed in Section 1: Tasks. No funds may be used for alcoholic beverages, or costs not related to the event such as entertainment or indirect costs. Costs must be reasonable and allocable to the program.

An invoice totaling \$6,000 may be submitted after January 1, 2021 and the execution of this Task Order. This payment is intended to cover event-related expenses.

An invoice totaling \$14,000 may be submitted one month before the AR Development Challenge Event is conducted. Progress against Tasks 1-5 noted in Section 1: Tasks must be achieved in order for the Service Provider to invoice for this payment. This payment is intended to cover participant team awards to AR Development Challenge Event winner(s).

All invoices need to contain the following: payee name and address, taxpayer identification number, invoice number, date of invoice, billing period, Net 30-day terms, total due on invoice, task order number and name, description of services, and request total. All invoices should be submitted to [usignite@bill.com](mailto:usignite@bill.com).

3. **Term:** The term for the Base Period of the Task Order will commence on January 1, 2021 and shall remain in effect for 6 months thereafter (the “*Term*”).

	<b>Base Period Exercised 1/1/21 to 6/30/21</b>
Total Estimated Funding	\$20,000

4. **Reporting:** Until fully expended, the Service Provider shall submit a Quarterly Financial Report (Word, PDF or Spreadsheet) indicating for the previous quarter “Funds Spent”. Using the following format, reports are due by April 10 and July 10.

	Quarter 1 Funds Spent (January 1, 2021 to March 31, 2021)	Quarter 2 Funds Spent (April 1, 2021 to June 30, 2021)	Total
Salary or Consulting			
Fringe Benefits			

Travel			
Training			
Other			
<b>Total</b>			

The report should also contain a high-level summary of quarterly progress. Other reporting may be required on an ad hoc basis.

5. **Notice:** All notices should be sent to following addresses, or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address or person as a party may designate by notice to the other parties):

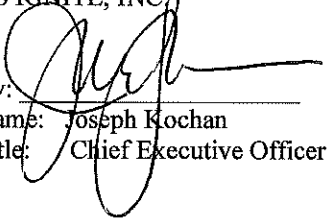
US Ignite, Inc.  
 1150 18th Street, NW  
 Suite 750  
 Washington, DC 20036  
 Attention: Joseph Kochan  
 E-mail: joe.kochan@us-ignite.org

City of Long Beach  
 411 W. Ocean Blvd, 7th Floor  
 Long Beach, CA 90802  
 Attn: Ryan Kurtzman  
 Email: ryan.kurtzman@longbeach.gov

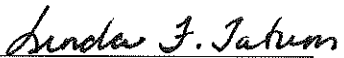
6. **Entire Agreement:** The terms of this Task Order are hereby incorporated by reference into the Master Services Agreement. Any term used but not defined herein, shall have the meaning ascribed to such term in the Master Services Agreement. In the event any terms within this Task Order conflict with those in the Master Services Agreement, the terms of this Task Order shall control. The parties agree to perform their respective obligations of this Task Order in accordance with the terms and conditions of the Master Agreement.

IN WITNESS WHEREOF, the parties to the Master Services Agreement have executed this Task Order No.1 as of this 12 day of February 2021 and agree to be bound thereby as evidenced by the signatures of their authorized representatives below.

US IGNITE, INC.

By:   
 Name: Joseph Kochan  
 Title: Chief Executive Officer


City of Long Beach

By:   
 Name: LINDA F. TOTUM  
 Title: ASST. CITY MANAGER

EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER

APPROVED AS TO FORM

February 25, 2021  
 CHARLES PARKIN, City Attorney

By:   
 ERIN WEESNER-MCKINLEY  
 DEPUTY CITY ATTORNEY