

1 AGREEMENT FOR PURCHASE OF SOFTWARE AND RELATED SERVICES

2 **36359**

3 THIS AGREEMENT FOR PURCHASE OF SOFTWARE AND RELATED
4 SERVICES (this "Agreement") is made and entered, in duplicate, as of July 5, 2022, for
5 reference purposes only, pursuant to a minute order adopted by the City Council of the
6 City of Long Beach at its meeting on July 5, 2022, by and between SIVIL TECHNOLOGIES,
7 INC., a Delaware corporation, with a place of business at 251 Little Fall Drive, Wilmington,
8 Delaware, 19808 ("Vendor"), and the CITY OF LONG BEACH, a municipal corporation
9 ("City") (hereinafter either "Party" or both "Parties").

10 WHEREAS, pursuant to City's Request for Proposal for furnishing software and
11 related services for a law enforcement compliment and complaint intake system, Vendor
12 submitted its Proposal which was accepted by the City; and

13 WHEREAS, City wishes to obtain said software and related services and equipment
14 from Vendor and Vendor is willing and able to furnish them;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions in this Agreement, the Parties agree as follows:

- 17 1. RECITALS. The above recitals are true and correct.
- 18 2. PERFORMANCE. Vendor shall furnish to and install at the City
19 software for a law enforcement compliment and complaint intake system and perform the
20 related services in accordance with those portions of Vendor's Proposal shown on Exhibit
21 "A", attached hereto and incorporated herein by this reference, and a license to use said
22 software in the form attached hereto as Exhibit "B". The cost per hour, per day or per task
23 for services and the schedule of time for Vendor's performance is shown on Exhibit "C",
24 attached hereto and incorporated herein by this reference, and Vendor shall conform to
25 Exhibit "C".
- 26 3. TERM. Notwithstanding anything to the contrary in any exhibit, the term of
27 this Agreement shall commence at midnight on July 5, 2022 and shall terminate at 11:59
28 p.m. on July 4, 2024, provided, however, that the license granted in Section 5 below shall

1 be perpetual unless specifically terminated by either Party.

2 4. PAYMENT. The City shall pay to Vendor for said software and related
3 services the costs, per task, shown on Exhibit "C", in due course of payments after delivery,
4 acceptance, and receipt of an invoice from Vendor that reflects the City's purchase order
5 number, in an amount not to exceed Zero Dollars (\$0.00) including sales tax. The amounts
6 shown on Exhibit "C" are "not to exceed" amounts, identified per task, and the City will pay
7 no more than the amounts shown.

8 5. LICENSE.

9 A. Subject to Section 9 below and at no additional cost to the City,
10 Vendor grants to the City a non-exclusive, perpetual, non-transferable license to use
11 Vendor's software on the terms described in the Vendor License Agreement
12 ("License Agreement") attached hereto as Exhibit "B". City agrees to execute the
13 License Agreement as a separate document. The City shall pay no additional fees
14 based on the number of City servers, workstations or employees using Vendor's
15 software at any time. Vendor agrees that all City departments and City commissions
16 may use the Vendor's software.

17 B. Vendor may terminate the software License Agreement if the
18 City breaches the terms of the license, provided that Vendor gives notice to the City
19 of said breach and the City does not correct the breach within thirty (30) days
20 following receipt of notice.

21 C. The City may terminate the software License Agreement for
22 any reason by giving thirty (30) days' notice to Vendor. At City's sole election, the
23 City may immediately terminate this Agreement in the event of a data-breach
24 and/or breach of confidentiality or other material breach by Vendor.

25 D. The software shall be and remain the property of Vendor.
26 Regardless of any reference in this Agreement to the license being "perpetual," on
27 termination of the software License Agreement, whatever the reason, the license
28 shall terminate and the software and any copies thereof shall be returned to

1 Vendor.

2 6. NO WAIVER. The acceptance of any item or any work or the payment of
3 money by the City shall not operate as a waiver of any provision of this Agreement, or of
4 any power reserved to the City, or of any right of the City hereunder. The waiver by one
5 Party of the performance of any covenant, condition or promise, or of the time for
6 performing any act, under this Agreement shall not invalidate this Agreement nor shall it
7 be considered a waiver by such Party of any other covenant, condition, or promise, or of
8 the time for performing any other act required, under this Agreement.

9 7. NOTICE. Any notice hereunder shall be in writing and personally delivered
10 or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Vendor
11 at the address first stated above and to the City at 411 West Ocean Boulevard, Long
12 Beach, California 90802 Attn: City Manager. Change of address shall be given as provided
13 herein for other notices. Notice shall be effective on the date of mailing or on the date
14 personal service is obtained, whichever first occurs.

15 8. INDEMNITY. Vendor shall, with respect to services performed in connection
16 with this Agreement, indemnify and hold harmless City, its Boards, Commissions, and their
17 officials, employees and agents (collectively in this Section, "City") from and against any
18 and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings,
19 penalties, costs and expenses (including attorney's fees, court costs, and expert and
20 witness fees) (collectively "Claims" or individually "Claim") arising, directly out of any
21 negligent act or omission of Vendor, its officers, employees, agents, sub-consultants or
22 anyone under Vendor's control (collectively "Indemnitor"), breach of this Agreement by
23 Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any
24 employee of Indemnitor relating in any way to workers' compensation. Independent of the
25 duty to indemnify and as a free-standing duty on the part of Vendor, Vendor shall defend
26 City in connection with the Claim and shall continue this defense until the Claim is resolved,
27 whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault,
28 breach or the like on the part of Indemnitor shall be required for the duty to defend to arise.

1 Vendor shall notify City of any Claim within ten (10) days. Likewise, City shall notify Vendor
2 of any Claim, shall tender the defense of the Claim to Vendor within ten (10) days of receipt
3 of same, and shall assist Vendor at Vendor's sole expense, as may be reasonably
4 requested, in the defense. The provisions of this indemnification clause apply only to
5 Claims by third parties but do not apply to any damage or loss caused by matters outside
6 of Vendor's control, including, but not limited to, the content, nature, truth or accuracy of
7 any law enforcement compliments and complaints submitted by third parties; any misuse
8 of the software by third parties; and the willful misconduct or negligence of City (inclusive
9 of City's recruitment, hiring, promotion, discipline, and termination practices). In exchange
10 for the discounted fee set forth in Section 3 and Exhibit C, the Parties agree that (a) in no
11 event shall Vendor's indemnity and defense obligations under this Section include Claims
12 that are not covered by Vendor's then-existing insurance policies, and (b) for covered
13 Claims, Vendor's liability under this Agreement shall not exceed the actual insurance
14 proceeds under Vendor's then-existing insurance policies.

15 9. WARRANTY.

16 A. Vendor warrants that the software conforms to the description
17 in the User's Manual. If the software fails to conform to the description in the User's
18 Manual, Vendor shall correct the errors as described below. In addition, with respect
19 to the software, Vendor warrants that it owns or has the right to use the software
20 and that the software does not infringe or violate any copyright, patent, license, trade
21 secret, trademark, or other proprietary right of any third party. Vendor makes no
22 warranty of merchantability or fitness for a particular purpose.

23 B. Vendor shall defend, indemnify and hold harmless the City, its
24 officials and employees from all third party claims, demands, causes of action, loss,
25 liability, damage, costs, and expenses, including reasonable attorney's fees
26 (collectively in this Section, "claims"), arising from any alleged infringement of any
27 copyright, patent, license, trade secret, trademark, or other proprietary right by
28 reason of City's use or purchase of the software. Vendor shall pay those costs and

1 damages incurred by the City which is attributable to any such claim, but such
2 defense and payments are conditioned on the following: (1) that Vendor shall be
3 promptly notified in writing by the City following City's receipt of any such claim; (2)
4 that Vendor shall have sole control of the defense of any action on such claim and
5 all negotiations for its settlement or compromise except to the extent that principles
6 of municipal law are involved; (3) should the software become, or in Vendor's
7 opinion is likely to become, the subject of a claim of infringement of a United States
8 patent or copyright, then the City shall permit Vendor at its option and expense,
9 either to (a) procure for the City a license to use the software; (b) modify the software
10 so that it becomes non-infringing; or (c) procure for the City a depreciated credit for
11 the software and accept its return. Depreciation shall be an equal amount per year
12 over the lifetime of the software, which the Parties agree shall be five (5) years.
13 Vendor shall have no liability to the City under this Section with respect to any claim
14 of patent or copyright infringement which is based on the City's unauthorized use or
15 combination of the software with software or data not supplied by Vendor as part of
16 the software.

17 C. In no event shall Vendor be liable for loss of use, lost profit or
18 other consequential damages, and Vendor's maximum liability for any and all claims
19 relating to the subject matter of this Agreement shall not exceed the amount of the
20 license fee except to the extent that the City suffers damage as a direct result of the
21 negligence or willful misconduct of Vendor with respect to the software.

22 D. The warranty period identified in sub-section "A" above for each
23 module of the software shall extend for ninety (90) calendar days after the date of
24 acceptance. The warranty also extends for any maintenance period as long as
25 payments for maintenance service are current. During the warranty period, in the
26 event that the City encounters an error or malfunction whereby the software does
27 not conform to the description in the User's Manual, Vendor shall: (i) in the event
28 that, in the mutual and reasonable opinion of Vendor and City, there exists an error

1 or nonconformance to the User's Manual, take such steps as are required to correct
2 the error with due dispatch; or (ii) in the event that, in the mutual and reasonable
3 opinion of Vendor and the City, the error or nonconformance to the User's Manual
4 does not constitute a serious impediment to the normal intended use of the software,
5 correct the error and distribute the correction to the City in accordance with Vendor's
6 normal software revision schedule.

7 10. NO ASSIGNMENT. Neither this Agreement nor any money due Vendor
8 hereunder may be assigned by Vendor without the prior written approval of the City. Any
9 unapproved and/or attempted assignment or delegation shall be void, and any assignee
10 or delegate shall acquire no right or interest by reason of such attempted assignment
11 or delegation. Upon an agreed upon assignment by City, this Agreement is binding upon
12 and will inure to the benefit of the parties hereto and their respective successors
13 and permitted assigns. For avoidance of doubt, the sale or transfer of shares in Vendor's
14 company shall not be construed as an assignment requiring prior written approval of the
15 City.

16 11. DISCRIMINATION. In connection with performance of this Agreement and
17 subject to applicable rules and regulations, Vendor shall not discriminate against any
18 employee or applicant for employment because of race, religion, national origin, color, age,
19 sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Vendor
20 shall ensure that applicants are employed, and that employees are treated during their
21 employment, without regard to these bases. These actions shall include, but not be limited
22 to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment
23 advertising; layoff or termination; rates of pay or other forms of compensation; and
24 selection for training, including apprenticeship.

25 12. NO THIRD PARTY BENEFIT. This Agreement is intended by the Parties to
26 benefit themselves only and is not in any way intended or designed to or entered for the
27 purpose of creating any benefit or right for any person or entity of any kind that is not a
28 party to this Agreement.

1 13. JOINT EFFORT. This Agreement was created as a joint effort of both Parties
2 and neither it nor any part of it shall be construed against one Party as the drafter.

3 14. ACCEPTANCE.

4 A. The software shall function in all respects as described in
5 Exhibit "A" and all user documentation. The software shall be deemed accepted by
6 the City after satisfaction of the conditions of this Section 14. City's Director of
7 Technology Services or designee shall be the final judge of the acceptability of the
8 software.

9 B. City shall have the right to test the software for a period of up
10 to thirty (30) days (the "acceptance testing period"). The acceptance testing period
11 shall begin after Vendor installs the software and City's personnel have been trained
12 in its use. If, in the reasonable judgment of City's Director of Technology Services
13 or designee, the software is not acceptable, then Vendor shall remedy the problems
14 identified by said Director or designee and the acceptance testing period shall begin
15 again. City shall not be required to permit a new acceptance testing period more
16 than three (3) times. If the software does not pass the acceptance testing period or
17 if acceptance testing is not successfully completed within ninety (90) days after
18 commencement of the original acceptance testing period (not from the
19 commencement of any re-started acceptance testing period), then City may require
20 that Vendor remove the software at Vendor's cost and that Vendor refund all
21 amounts previously paid to Vendor by the City.

22 15. NON-DISCLOSURE.

23 A. Subject to the other subsections of this Section 15, the City
24 agrees that it will hold the software in confidence and will not disclose it to others
25 without the prior written consent of the Vendor. This obligation to hold in confidence
26 does not apply to any portion of the software: (i) developed by the City and in the
27 City's possession prior to receipt of same from the Vendor; (ii) which at the time of
28 disclosure is part of the public domain through no act or failure to act by the City; or

1 (iii) which is lawfully disclosed to the City without restriction on further disclosure by
2 another who did not acquire same from the Vendor.

3 B. Obligation of Confidentiality. Subject to any state open records
4 or freedom of information statutes, and any other applicable laws, the Parties agree
5 to hold all Confidential Information in strict confidence and not to copy, reproduce,
6 sell, transfer, or otherwise dispose of, give or disclose such Confidential Information
7 to third-parties other than employees, agents, or subcontractors of a Party who have
8 a need to know in connection with this Agreement or to use such Confidential
9 Information for any purposes whatsoever other than the performance of this
10 Agreement. The Parties agree to advise and require their respective employees,
11 agents, and subcontractors of their obligations to keep all Confidential Information
12 confidential.

13 16. MISCELLANEOUS.

14 A. In the event of any conflict or ambiguity between this
15 Agreement and any exhibit, the provisions of this Agreement shall govern.

16 B. This Agreement shall be governed by and construed pursuant
17 to the laws of the State of California, except those provisions of California law
18 pertaining to conflicts of laws. Any action involving this Agreement shall be brought
19 in the Los Angeles County Superior Court, Long Beach Judicial District, or the
20 United States District Court for the State of California located in Los Angeles.

21 C. This Agreement, including all exhibits, constitutes the entire
22 understanding between the Parties and supersedes all other agreements, whether
23 oral or written, with respect to the subject matter herein.

24 D. This Agreement, including all exhibits, shall not be amended,
25 nor any provision or breach hereof waived, except in writing signed by the Parties
26 which expressly refers to this Agreement.

27 E. If there is any legal proceeding between the Parties to enforce
28 or interpret this Agreement or to protect or establish any rights or remedies

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hereunder, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorney's fees.

F. Termination or expiration of this Agreement shall not affect rights or liabilities of the Parties which accrued prior to termination or expiration, including, but not limited to, Sections 8 and 9, and shall not extinguish any warranties that may be in effect on the date of termination.

G. Vendor shall comply with all applicable federal, state and local laws and regulations during performance hereunder.

H. The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SIVIL TECHNOLOGIES, INC. a Delaware corporation

8/23, 2022

By [Signature]
Name Tommy Lee II
Title CEO

SEE CA ACKNOWLEDGEMENT ATTACHMENT

_____, 2022

By _____
Name _____
Title _____

"Vendor"

CITY OF LONG BEACH, a municipal corporation

September 6, 2022

By [Signature]
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on 8/30, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

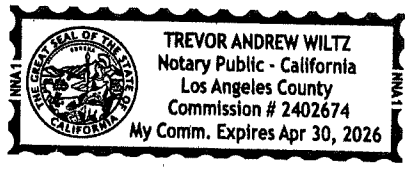
State of California }
County of LOS ANGELES

On 23 AUGUST, 2022 before me, TREVOR ANDREW WILTZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared TONY RICE, II
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Trevor Wiltz
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Purchase of Software
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A



Quote #LBCA20211013

Date: October 13, 2021

Expires: January 13, 2022

Customer: City of Long Beach, CA - Citizen Police Complaint Commission (CPCC)

Vendor: Sivil Technologies, Inc.

To:
Patrick Weithers
Manager
Citizen Police Complaint Commission (CPCC)
411 W. Ocean Blvd., 1st Floor | Long Beach, CA 90802
patrick.weithers@longbeach.gov | (562) 570-7610

FROM:
Tony Rice II
CEO / Founder
Sivil Technologies, Inc.
251 Little Fall Drive, Wilmington, DE 19808
tony@sivilco.com | (202) 215-7295

STATEMENT OF WORK

Product Name	Description	Quantity	Unit Price	Total Price
Oversight by Sivil	<p>Subscription Fee</p> <ul style="list-style-type: none">● Unlimited users● Portal (public website)<ul style="list-style-type: none">○ Compliment (standard)○ Complaint (standard)○ FAQ (standard)○ Data (standard)○ Language translation○ Mobile-responsive○ Tracking number○ reCAPTCHA● Dashboard (internal use only)<ul style="list-style-type: none">○ Dashboard○ Cases○ Allegations○ Officers○ Users○ Permissions○ Usage○ Import○ Activity○ Multi-factor authentication● Storage (3 TB)● Training (3 hours)● Technical support (Email)	1	\$7,000.00	\$7,000.00
Subtotal				\$7,000.00
Civilian Oversight Discount				-\$7,000.00
Total Annual Recurring Cost				\$0.00

TERMS

- New features may be added throughout the duration of this Agreement. Customer will have full access to all these new features at no additional cost.
- Customer agrees to use Vendor as primary method of law enforcement compliment and complaint intake.
- Customer agrees to attend a one-hour meeting per month with Vendor to discuss product feedback.
- Customer agrees to participate in and provide necessary information for a case study that Vendor may disseminate to third parties, including, but not limited to, the public.
- Customer authorizes Vendor to use Customer's name, logo, and/or trademarks without notice or consent by Customer in connection with marketing or promotional materials Vendor may disseminate to third parties, including, but not limited to, the public.
- This Statement of Work shall remain in effect for an initial term of 5 years (60 months) starting from the execution date of this Agreement and automatically renew for an additional one year term at the end of each term unless terminated in writing by the Customer at least 60 days prior to the renewal date.
- Vendor hereby grants Customer a nonexclusive license during the term of this Agreement to use and access the Vendor items listed in this Statement of Work in accordance with the terms of this Agreement.
- Software shall be available 24 hours a day, seven days a week with an estimated uptime of 99.9%.
- Vendor will attempt to implement any changes that improve the value of the platform at no charge. However, any custom work requested by the Customer that is specifically designed for the Customer will be estimated and agreed upon by the parties hereto prior to work starting.
- Support is available at support@sivilco.com with messages receiving a response within two business days excluding local, state, and federal holidays.
- Vendor will perform daily backups of all data. Vendor may restore data based on the previous backup in cases of emergency.
- In the event that the Customer decides to terminate this Agreement, Vendor will export Customer data in the Customer's requested format (if possible). If a data export is requested by the Customer outside of termination, additional fees may apply. All work will be estimated and agreed upon by the parties hereto prior to work starting.

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this “Agreement”) is made and entered into as of this day of _____, 2022 (the “Effective Date”) by and between Sivil Technologies, Inc., a Delaware corporation (“Licensor”) and the City of Long Beach, a municipal corporation (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Licensor has developed and is the sole and exclusive owner of certain public safety computer software, in object code form only, including any updates, modification, bug fixes, updates, enhancements, or other modifications but excluding any version of the software that constitutes a separate product because of differences in function or features (the “Software”) and all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software (the “Documentation”); and

WHEREAS, Licensee desires to acquire a license to use the Software and Licensor desires to grant the license to Licensee;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of License.

1.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use and reproduce the Software exclusively for internal business uses of Licensee, and to use the Documentation solely in connection with Licensee’s use of the Software.

1.2. License Restrictions. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee shall reproduce, install, and render the Software operational only at Licensee’s sites. Licensee shall not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee shall not distribute the Software to any persons or entities other than Licensee’s employees, consultants, or contractors. Licensee shall not sell the Software to any person or make any other commercial use of the software. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor’s intellectual property rights.

2. License Fees. [RESERVED]

3. Licensor’s Maintenance Obligations. Licensor’s obligation for software maintenance shall be for Licensor to attempt to correct any error, malfunction, or defect in the Software for

which it receives written notice from Licensee. For the purpose of this Agreement the term “error, malfunction or defect” shall mean only significant deviations from the design specification for the most current release of the System. Licensor further agrees to make available to Licensee all standard updates, enhancements, and/or improvements in the Software during the term of this Agreement. Licensee’s refusal to accept such standard updates, enhancements and/or improvements in the Software shall, at Licensor’s sole option, void any warranties and/or software maintenance agreements in effect at that time. Similarly, unapproved changes, modifications or alterations in the Software’s object code shall, at the sole option of Licensor, (a) terminate the warranty provisions of this Agreement; and, if applicable; (b) terminate any software maintenance agreement resulting from Licensee’s exercise of the software maintenance option provided herein; and (c) void Licensor’s infringement indemnity, hold harmless and defense liabilities.

4. *Term and Termination.*

4.1. Term, Generally. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months unless earlier terminated as provided herein.

4.2. Early Termination. This Agreement may be terminated: (a) by Licensor, upon thirty (30) calendar days’ written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement; (b) by Licensor, upon thirty (30) calendar days’ written notice, if there is a change in control of Licensee, whether by sale of assets, stock, or otherwise; (c) by Licensee, upon thirty (30) calendar days’ written notice for convenience; (d) by either Party for any material breach of this Agreement, other than failure to make payments under Section 2, that is not cured within thirty (30) calendar days of receipt by the Party in default of a notice specifying the breach and requiring its cure; or (e) by either Party, immediately upon written notice, if: (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) calendar days; or (iii) the other Party is adjudged bankrupt.

4.3. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Software or Documentation. On termination all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation, and Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee’s copies of the Software and so certify to Licensor in writing within fourteen (14) calendar days of termination. Sections 5, 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either Party, whether in law or in equity, arising out of any breach or default.

5. *Warranties, Disclaimer, and Limitations.*

5.1. Warranties. Licensor hereby warrants to Licensee that: (a) Licensor is the owner of the Software and the Documentation; and (b) the media containing the Software will be free from defects for a period of ninety (90) calendar days from the date of delivery to Licensee; provided, however, that this warranty does not cover defects in the media due to Licensee’s misuse

of the Software media or an accident subsequent to delivery to Licensee.

5.2. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 5.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

5.3. Remedies on Breach of Warranty. In the event of any breach of the warranty set forth in Section 5.1, Licensee's exclusive remedy shall be for Licensor to promptly replace defective Software media; if Licensor is unable to replace the media within thirty (30) calendar days of notification by Licensee of a defect, Licensee's sole remedy is to terminate this Agreement, at which time Licensor will refund any and all license or other fees paid by Licensee pursuant to this Agreement.

5.4. Limitation of Liability. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

6. Indemnity. [RESERVED]

7. Confidentiality.

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, constitutes valuable, confidential, and proprietary information of Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will: (a) use the Software only as permitted by this Agreement; (b) safeguard Licensor's confidential information with the same degree of care that Licensee uses to protect its own confidential information; (c) not provide or otherwise make available any written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to the Software in any form, to any person other than Licensee's or Licensor's employees without prior written consent from Licensor; and (d) not disseminate, disclose, sell, publish, or otherwise make available such information to any third party without Licensor's prior written consent. Licensee acknowledges that any breach of this section will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief in addition to any other remedies that Licensor may have

at law or in equity.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by the receiving party with the disclosing party's approval; and (f) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) calendar days' prior written notice of any disclosure of information under this agreement.

8. Export Controls. The Software, the Documentation, and all underlying information or technology may not be exported or re-exported into any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Licensee shall not export the Software or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national or resident of, or located in or under the control of, any country subject to such export controls.

9. General.

9.1. Assignment. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent, which will not be unreasonably withheld. This Agreement shall be binding upon the successors and assigns of the Parties.

9.2. Entire Agreement. [RESERVED]

9.3. Waiver. This Agreement shall not be modified or amended except in a writing signed by an authorized officer of each Party. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such Party thereafter to enforce that or any other provision.

9.4. Independent Contractor. Nothing in this Agreement shall be deemed to create an employer-employee, principal-agent, or joint venture relationship. Neither party shall have the authority to enter into any contracts on behalf of the other party.

9.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District, or the United States District Court for the State of California located in Los Angeles.

9.6. Severability. In case any provision of this Agreement is held to be invalid,

unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

9.7. Attorney's Fees. Solely in connection with the attempted collection by Licensor of any amounts alleged to be due and unpaid pursuant to this Agreement, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

SIVIL TECHNOLOGIES, INC. a Delaware corporation

_____, 2022

By _____
Name _____
Title _____

_____, 2022

By _____
Name _____
Title _____

"Vendor"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2022.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT C


Sivil is offering their platform to the City at no cost, due to City staff testing their demo from the ground up and providing monthly feedback since December 2020.

Certified Copy

I hereby certify that the following transcript of 3 page(s) is a full, true, and correct copy of the original record in the custody of the California Secretary of State's office.

Certification Date

06/21/2021


SHIRLEY N. WEBER, Ph.D.
Secretary of State



Secretary of State

ASDC

Amended Statement by Foreign Corporation

(Name Change ONLY)

IMPORTANT — Read Instructions before completing this form.

Additional Requirements:

- **Certificate Showing the Name Change:** If the legal name of the foreign corporation has changed in the state, foreign country or place of formation, this form **must be submitted** with a current certificate issued by the government agency where the foreign corporation was formed that certifies the change of name and includes both the old and new corporate name. (California Corporations Code section 2107.) **Note:** A certified copy of the name change amendment does not meet California statutory requirements.
- **Certificate of Name Approval (Insurers ONLY):** If the foreign corporation is subject to the Insurance Code as an insurer, this form also **must be submitted** with a Certificate of Name Approval issued by the California Insurance Commissioner. (California Corporations Code section 2106.5.)

Filing Fee – \$30.00

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

FILED

Secretary of State
State of California

A0856018

Filing Number

06/08/2021

Filing Date

This Space For Office Use Only

1. Corporate Name (Enter the **exact** name of the foreign corporation as it is recorded with the California Secretary of State.)

Unarmed, Inc.

2. New Corporate Name (Enter the new name of the foreign corporation. **Note:** The certificate from the government agency where the corporation was formed, as noted in the "Additional Requirements" section above, is not required if legal corporate name has not changed and you are merely filing this form to delete or change a "doing business as" name.)

Sivil Technologies, Inc.

3. Jurisdiction (Enter the state, foreign country or place where this corporation is formed – **must match** the jurisdiction on the records of the California Secretary of State.)

Delaware

4. 7-Digit Secretary of State Entity Number

C4668583

5. Read and Sign Below (See Instructions. Office or title not required. Do not use a computer generated signature.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

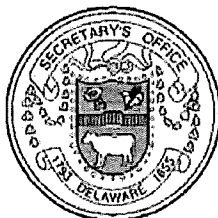
Tony Rice II

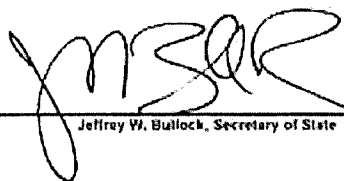
Type or Print Name

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UNARMED, INC.", CHANGING ITS NAME FROM "UNARMED, INC." TO "SIVIL TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF MAY, A.D. 2021, AT 3:48 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3807504 8100
SR# 20211743000

Authentication: 203193337
Date: 05-13-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 03:48 PM 05/12/2021
 FILED 03:48 PM 05/12/2021
 SR 20211743000 - File Number 3807504

**STATE OF DELAWARE
 CERTIFICATE OF AMENDMENT
 OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
 Unarmed, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:


RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows:

The name of the Corporation is Sivil Technologies,
 Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 12th day of May, 2021.

By: 
 Authorized Officer

Title: Tony Rice II

Name: President

Print or Type

State of California
Secretary of State

Certificate of Qualification - Amendment

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name: SIVIL TECHNOLOGIES, INC.

File Number: C4668583

Registration Date: 11/23/2020

Entity Type: FOREIGN CORPORATION

Jurisdiction: DELAWARE

Amendment Date: 06/08/2021

There was filed in this office an amendment to the registration whereby the name under which the entity was registered and transacting business in California was changed to the Entity Name above on the Amendment Date.

The above referenced entity complied with the requirements of California law in effect on the Amendment Date for the purpose of qualifying to transact intrastate business in the State of California, and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State and that the entity shall transact all intrastate business within California under the Entity Name as set forth above.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of June 21, 2021.

A handwritten signature in black ink, appearing to read "S. N. Weber", with a stylized flourish at the end.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

**ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF THE ORGANIZATIONAL MEETING
OF THE BOARD OF DIRECTORS
OF
UNARMED, INC.**

Pursuant to the provisions of pursuant to Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Corporation, the undersigned, constituting all of the members of the Board of Directors of UNARMED, INC., a Delaware corporation, (the "Corporation") do hereby dispense with the formality of the first meeting of the Board of Directors and do hereby adopt the following resolutions, which shall have the same force and effect as though duly adopted at a regular meeting of the Board of Directors, duly called, noticed, and at which a quorum was present:

1. **APPOINTMENT OF DIRECTORS**

RESOLVED, that the authorized number of directors shall initially be set at one (1) and the Action by Written Consent of Sole Incorporator attached as Exhibit "A" appointing the Corporation's initial directors is ratified and approved.

2. **CERTIFICATE OF INCORPORATION**

RESOLVED, that the Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State on October 5, 2020 with reference to File No. 3807504 is ratified and affirmed.

3. **ELECTION OF OFFICERS**

RESOLVED, that the following persons are appointed as officers of the Corporation, to the offices set forth opposite such person's name, to serve at the pleasure of the Board:

Tony Rice II	Chief Executive Officer/President
Tony Rice II	Chief Financial Officer/Treasurer
Tony Rice II	Secretary

4. **ADOPTION OF BYLAWS**

RESOLVED, that the Bylaws attached as Exhibit "B" are adopted as the Bylaws of and for the Corporation; and

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to execute a Certificate of Secretary regarding the adoption of the

Bylaws, to insert the Bylaws in the Corporation's Minute Book and to see that a copy of the Bylaws is kept at the Corporation's principal office, as required by law.

5. **EMPLOYER TAX IDENTIFICATION NUMBER**

RESOLVED, that the application to the Internal Revenue Service for an Employer Identification Number on Form SS-4 and receipt thereof is ratified and affirmed.

6. **WITHHOLDING TAXES**

RESOLVED, that the Chief Financial Officer is authorized and directed to consult with the bookkeeper, auditors and attorneys of the Corporation in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the Corporation may now be (or hereafter become) liable.

7. **STATEMENT BY FOREIGN CORPORATION**

RESOLVED, that the Corporation be qualified to do business in any jurisdiction that the Board of the Corporation may deem from time to time to be necessary to be so qualified and that the officers of the Corporation be, and they hereby are, authorized and empowered to execute and file, in the name of and on behalf of the Corporation, with the Secretary of State of such jurisdictions any and all documents, certificates or the like necessary to effect such qualification of the Corporation as a foreign corporation in such jurisdiction.

8. **DESIGNATION OF DEPOSITARY**

RESOLVED, that the Chief Executive Officer, the President and the Chief Financial Officer of the Corporation are authorized:

- (a) To designate one or more banks or similar financial institutions as depositories of the funds of the Corporation;
- (b) To open, maintain and close general and special accounts with any such depositories;
- (c) To cause to be deposited, from time to time, in such accounts with any such depository, such funds of the Corporation as such officers deem necessary or advisable, and to designate or change the designation of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to endorse checks, drafts and other instruments for deposit;
- (d) To designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to sign or countersign checks, drafts or other orders for

the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts;

- (e) To authorize the use of facsimile signatures for the signing or countersigning of checks, drafts or other orders for the payment of money, and to enter into such agreements as banks and similar financial institutions customarily require as a condition for permitting the use of facsimile signatures; and
- (f) To make such general and special rules and regulations with respect to such accounts as they may deem necessary or advisable, and to complete, execute and certify any customary printed blank signature card forms in order to exercise conveniently the authority granted by this resolution and any resolutions printed on such cards are deemed adopted as a part of this resolution.

RESOLVED FURTHER, that all form resolutions required by any such depository are adopted in such form used by such depository, and that the Secretary is (i) authorized to certify such resolutions as having been adopted by this Unanimous Written Consent and (ii) directed to insert a copy of any such form resolutions in the Minute Book immediately following this Unanimous Written Consent; and

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions adopted by the Board.

9. **FISCAL YEAR**

RESOLVED, that the fiscal year of the Corporation shall end on the 31st day of the month of December of each year.

10. **PRINCIPAL OFFICE**

RESOLVED, that the principal executive office of the Corporation in California shall be at 4518 11th Ave, Los Angeles, County of Los Angeles, State of California.

11. **MANAGEMENT POWERS**

RESOLVED, that the officers of the Corporation are authorized to sign and execute in the name and on behalf of the Corporation all applications, contracts, leases and other deeds and documents or instruments in writing of whatsoever nature that may be required in the ordinary course of business of the Corporation and that may be necessary to secure for operation of the corporate affairs, governmental permits and licenses for, and incidental to, the lawful operations of

the business of the Corporation, and to do such acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Corporation and its business.

12. **STOCK CERTIFICATES**

RESOLVED, that the stock certificates representing Common Stock of the Corporation be in substantially the form of Stock Certificate as determined by the Secretary of the Corporation; that each such Certificate shall bear the name of the Corporation, the number of shares represented thereby, the name of the owner of such shares and the date such shares were issued; and

RESOLVED FURTHER, that such Stock Certificates shall be consecutively numbered beginning with No. 1; shall be issued only when the signature or signatures of any two officers of the Corporation (which may be the same person) are affixed thereto; and that such Certificates may also bear other wording related to the ownership, issuance and transferability of the shares represented thereby.

13. **SALE AND ISSUANCE OF COMMON STOCK**

RESOLVED, that the officers of the Corporation are authorized and directed, for and on behalf of the Corporation, to sell and issue an aggregate of 8,000,000 shares of its Common Stock for the aggregate purchase price set forth below, payable in cash, or by any other form of consideration permitted by applicable law, as follows:

<u>Name of Purchaser</u>	<u>Number of Shares</u>	<u>Total Purchase Price</u>
Tony Rice II	8,000,000	\$800.00

RESOLVED FURTHER, that the Board determines, after due consideration of all relevant factors, that the per share purchase price is equal to or in excess of the fair market value of the Corporation's common stock as of the date of this consent;

RESOLVED FURTHER, that the sale and issuance of common stock to the above-named individual shall be conditioned upon the receipt by the Corporation of the purchase price for said stock;

RESOLVED FURTHER, that the shares of common stock authorized to be sold and issued by the Corporation shall be offered and sold in accordance with the terms of the applicable state and federal securities laws;

RESOLVED FURTHER, that the President and Secretary of the Corporation are authorized and directed, for and on behalf of the Corporation, to execute a form of notice of such issuance, or any other required filings related to such issuance, and

to cause such notice or other required filings, when duly executed, to be filed with the applicable government agencies;

RESOLVED FURTHER, that the shares of common stock authorized to be sold and issued by the Corporation shall be offered and sold in accordance with the terms of the exemption from registration provided by Rule 701 promulgated under the Securities Act of 1933, as amended or Section 4(a)(2) of the Securities Act of 1933, as amended or Rule 506 of the Securities Act of 1933, as amended; and

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed, for and on behalf of the Corporation, to take such further action and execute such additional documents as each may deem necessary or appropriate to carry out the purposes of the above resolutions.

14. **INDEMNITY AGREEMENT**

RESOLVED, that the form of Indemnity Agreement attached hereto as **EXHIBIT C** is adopted and approved;

RESOLVED FURTHER, that the Corporation shall enter into Indemnity Agreements with each of its directors and such executive officers determined by the Corporation in substantially the form attached hereto, together with any changes to such agreements determined by the proper officers of the Corporation to be desirable, and that such determination shall be conclusively evidenced by such officer's execution and delivery of a definitive Indemnity Agreement; and

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to solicit stockholder consent to the adoption of the form of Indemnity Agreement.

15. **RATIFICATION AND DISCHARGE**

RESOLVED, that all prior acts done on behalf of the Corporation by the sole incorporator or his or her agents be are ratified and approved as acts of the Corporation; and

RESOLVED FURTHER, that the sole incorporator or the sole incorporator's agents be, and the same hereby are, discharged from any further liabilities or duties with respect to the Corporation and the Corporation further agrees to indemnify and hold harmless the sole incorporator or the sole incorporator's agents from any liability incurred in the past or the future with respect to organizing the Corporation.

16. **DELIVERY OF STOCKHOLDER CONSENTS**

RESOLVED, that any and all written consents of the stockholders of the Corporation be delivered in any manner permitted under the Delaware General

Corporation Law including, without limitation, by electronic mail, facsimile, or other electronic transmission.

17. **INCORPORATION EXPENSES**

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to pay the expenses of the incorporation and organization of this Corporation including, but not limited to, attorneys' fees, filing fees and other costs associated with the incorporation.

RESOLVED, FURTHER, that beginning with the month in which the Corporation begins business, the Corporation adopt a system of amortizing organizational and start-up expenses ratably over a period of sixty (60) months in accordance with Section 195 of the Internal Revenue Code of 1986, Section 24407 of the California Revenue and Taxation Code, and the Delaware tax code.

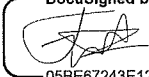
18. **ADDITIONAL FILINGS**

RESOLVED, that the appropriate officers of the Corporation are authorized and directed, for and on behalf of the Corporation, to make such filings and applications, to execute and deliver such documents and instruments, and to do such acts and things as such officer deems necessary or advisable in order to obtain such licenses, authorizations and permits as are necessary or desirable for the Corporation's business, and to fulfill such legal requirements as are applicable to the Corporation and its business and to complete the organization of the Corporation.

This Action may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument. This Action shall be filed with the minutes of the proceedings of the Board.

This Unanimous Written Consent shall be filed with the Secretary of the Corporation, who is hereby instructed to insert it in the Minute Book of the Corporation.

Dated: November 11, 2020

DocuSigned by:

05BE67243E12468

TONY RICE, II, Sole Director
(CEO/President, CFO/Treasurer, Secretary)