36562

City of Long Beach

CityLaw Web **Master Services Agreement**

Prepared for Office of the City Attorney
by Cycom — accounts@cycominc.com

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Dear Pamela & team,

You do important work, and we want to help you do it.

Managing risk and caseload for a City is daunting and complex. CityLaw Web captures and tracks all your data to keep you aware of risks and workload status.

We always enjoy seeing how much our solutions benefit our customers. We look forward to working with your team to launch CityLaw Web for the City of Long Beach.

Best,

Bobby W. Jones II
President, Cycom Data Systems

About this Agreement

This page allows you to build a subscription that suits your needs.

You can scroll down to move through each section of this page sequentially or use the menu button at the top-right to jump between sections.

City Investment

Use the "City Investment" section to select your subscription tier, number of users, and add-ons.

ROI Calculator

Use the ROI calculator to see how much you can save with CityLaw Web.

Agreement Sections

You can review all the terms and conditions in Agreement sections:

1. Master Services Agreement (MSA)
2. Statement of Work (SOW)
3. Exhibit A-2-a (CityLaw Web Rider)
4. Exhibit A-9 (Support and Maintenance Rider)

Accept & Sign

When you're finished building your subscription and reviewing this Agreement, e-sign in this section and we will set up your CityLaw Web system and reach out to you to schedule your CityLaw Web training sessions!

We can't wait to show you how CityLaw Web can save your team time and money and help you serve your community even better.

Important Contacts

While filling out the Acceptance Form on this page, you will need to provide the contact information of the personnel who should be assigned to the important roles on your account:

1. **Account Holder:** Authorized to handle all matters related to billing.

2. **System Administrators (1 & 2):** Know the System's administrator password, can manage System security profiles for users, and are authorized to receive the Password of the Day (POTD) which enables them to deny or grant file access to specific users, overriding the System security profiles of the user(s). System Administrators are also authorized to grant approval for and schedule system upgrades or maintenance.

3. **IT Contact:** Has full control over the computing resources which host the System. They will assist with System upgrades and maintenance or will be responsible for delegating such work to appropriate IT personnel.

City **INVESTMENT**

Note: As requested, this is a draft quote for STAGE ONE. The final proposal price may vary if needs / conditions change.

Support and Maintenance

Quarterly   Yearly

Standard

$5,000.00

/ quarter

40 ∧∨ Users

✓ Selected

✓ Phone and email support
  (5:00 AM - 5:30 PM PDT).
✓ Configuration
  consultation.
✓ Data integrity reviews.
✓ Free upgrades to new
  features, security
  improvements, and bug
  fixes for CityLaw Web.

Recommended

Standard + Calendar Integration

$5,600.00

/ quarter

40 ∧∨ Users

Select

✓ **Everything included with the Standard plan.**
✓ Phone and email support
  (5:00 AM - 5:30 PM) for
  Calendar Integration.
✓ Free upgrades to new
  Calendar Integration
  features, security
  improvements, and bug
  fixes.

Web Portals   ⌄

SUBTOTAL
$0.00

Description	Item	Quantity	Price
Work Assignment Portal	$3,000.00	1 Portal	$3,000.00

| Description	Item	Quantity		Price
Discrimination Complaint Portal	$6,000.00	1	Portal	$6,000.00
Claim Intake Portal	$3,000.00	1	Portal	$3,000.00

Conversion of Existing Data

SUBTOTAL

$0.00

Description	Item	Quantity		Price
Data Conversion Services	$125.00	20	Hour	$2,500.00

Total Discount	$0.00
Total Recurring	$5,000.00 / quarter
Total Due Today Excluding Tax	$5,000.00
Total Due Today	**$5,000.00**

ESTIMATED **SAVINGS**

$208,769

Potential savings after one year

TEAM MEMBERS   40
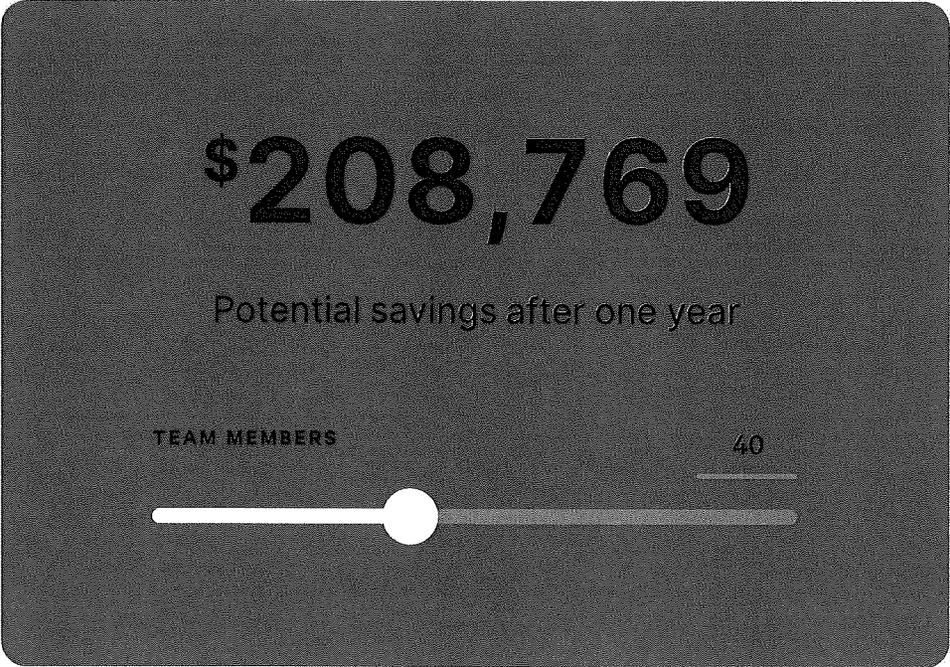
Master Services Agreement

This Master Services Agreement ("MSA") is entered into, to be effective as of March 1, 2023, by and between Cycom Data Systems, Inc., a California corporation having a mailing address at P.O. Box 802, Richmond, KY 40476-0802 ("Cycom") and the City of Long Beach , a municipal corporation having a principal office address at 411 W. Ocean Blvd., Long Beach, CA 90802 (the "Municipality"). Either of Cycom and the Municipality may be referred to herein as a "Party," and together as the "Parties."

Recitals

Whereas, Cycom is a provider of certain Services (as defined below), and desires to provide such Services to the Municipality.

Whereas, the Municipality desires to engage Cycom to provide such Services to the Municipality.

Now, therefore, the Parties agree as follows:

1. The Services

During the Term, and subject to the terms and conditions of this MSA, Cycom shall provide to the Municipality certain services, including activities and software and other deliverables (collectively, the "Services"). The particular Services provided to the Municipality by Cycom shall be as specifically set forth in the Statement of Work ("SOW") attached hereto as Exhibit A, or in any other SOW containing substantially similar information. Each such SOW shall be incorporated into and made a part of and governed by the terms of this MSA. Unless expressly provided for in this MSA or in an SOW, in the event of a conflict between the provisions contained in this MSA and those contained in such SOW, the provisions contained in this MSA shall prevail.

2. Certain Defined Terms

As used in this Agreement, each capitalized term that is parenthetically or otherwise defined in any other section of this Agreement, or in the introductory paragraph of this Agreement, shall have the meaning so ascribed to it, and each of the following terms shall have the meaning ascribed to it in this section.

1. **"Access Credentials"** means any user name, account name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

2. **"Account Holder"** means the authorized agent of the Municipality who is authorized to handle, and is responsible for handling, all matters related to billing that may arise pursuant to the terms and conditions of this MSA.

3. **"Documentation"** means any manuals, instructions, training materials, or other documents or materials that Cycom provides or makes available to the Municipality in any form or medium and which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance of the Software or other components of the Services.

4. **"Password of the Day"** means a password which is changed daily by Cycom, and which is provided by Cycom to the System Administrator upon request, enabling the System Administrator to deny or grant file access to specific Users and to override the System security profiles of such Users.

5. **"Primary IT Contact"** means the authorized agent of the Municipality who is: (A) authorized to control, and has responsibility for controlling, all aspects of the Municipality's access to and use of the System; (B) authorized to assist with, and has responsibility for assisting with, system upgrades and maintenance with respect to the System; and (C) authorized to delegate any of the responsibilities of the Primary IT Contact to appropriate IT personnel.

6. **"Software"** means all versions and releases of and updates to the executable, object code version of the proprietary CountyLaw/CountyLaw legal case management software developed and owned by Cycom, together with all utilities, add-ins, plug-ins, modules, applets, and the like developed and owned by Cycom and designed to work in conjunction with the CountyLaw/CountyLaw software, and including all features and components that allow the CountyLaw/CountyLaw software to interface with other software developed and owned by third parties. In addition to legal case management functions, the Software may also include, without limitation, time management, contract management, claims processing, document management, payment processing, billing, and other similar or related functions and features.

7. **"System"** means the computing resources, including software, hardware, networks, and databases and database management systems, that host the Software.

8. **"System Administrator"** means the authorized agent of the Municipality who is: (A) authorized to have, and has responsibility for, access to the administrator password of the System; (B) authorized to manage, and has responsibility for managing, System security profiles for Users; (C) authorized to receive, and has responsibility for receiving, the Password of the Day; and (D) authorized to grant approval for and schedule, and has responsibility for granting approval for and scheduling, System upgrades and maintenance.

9. **"Users"** means personnel of the Municipality who are authorized and licensed to access the System and use the Software, pursuant to the terms and conditions of this MSA, and for whom access to and

use of the System and the Software has been purchased hereunder.

3. Contact Persons

Cycom shall designate a contact person, as described in the applicable SOW, who shall be responsible for communication with the Municipality with respect to the Services and matters related thereto. The Municipality shall designate an Account Holder, a Primary IT Contact, and one (1) or more System Administrators, as described in the applicable SOW, each of whom shall be responsible for communication with Cycom with respect to any matter related to the Services that falls within his or her areas of responsibility. If the Municipality wishes to replace any of the Account Holder, Primary IT Contact or System Administrators, it shall promptly provide written notice to Cycom of such replacement.

4. Software Licensing — In General

1. **Incorporation of License Agreements.** The software and all software upgrades and version releases and other enhancements, modifications or fixes to the software provided to the Municipality pursuant to this MSA constitute software licensed or sublicensed to the Municipality under any applicable license agreement between (i) the Municipality, and (ii) either Cycom or the third-party vendor of such software (each a "License Agreement"). This MSA is not an amendment to any such License Agreement but is a separate binding agreement that incorporates the terms of any such License Agreement including, without limitation, terms relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Cycom uses and has used any and all software and other materials distributed under a free, open source, or similar licensing model ("Open Source Software") in material compliance with all license terms applicable to such Open Source Software; and Cycom has not used or distributed and does not use or distribute any Open Source Software in any manner that requires or has required: (A) Cycom to permit reverse engineering of any software code or other technology owned by Cycom, or (B) any software code or other technology owned by Cycom to be (1) disclosed or distributed in source code form, (2) licensed for the purpose of making derivative works or (3) redistributed at no charge.

2. **Unlicensed Software.** Cycom does not provide support for the installation or use of unlicensed software. The Municipality shall ensure that it has a licensed copy of all software to which the Services shall apply.

3. **Third-Party Software Vendors.** With respect to third-party software provided to the Municipality pursuant to this MSA: (i) the Municipality explicitly grants to Cycom the right to share the Municipality's license or sublicense information, including all license-related keys and numbers, payroll keys and numbers, and number of users subscribed with Cycom, with the applicable third-party software vendor for verification and tracking purposes; and (ii) the applicable third-party software vendor is responsible solely for the corresponding third-party software itself, and not for the Services, nor any other product or service offered by Cycom directly or through third parties.

4. **New Cycom Products.** The Municipality understands and agrees that Cycom may develop and market new or different products and services which may incorporate part or all of the Software and the Documentation and which may perform part or all of the functions performed by the Services. Except as expressly stipulated in this MSA, nothing shall give the Municipality any rights to such new or different products and services.

5. Services Provided on Municipality's System

If the System is provided by the Municipality (whether as property owned by the Municipality or as property provided to the Municipality by one or more third parties in an arrangement not involving Cycom), and not by Cycom, then this Section 5 shall apply.

1. **CountyLaw/CountyLaw Software License.** Subject to and conditioned on the Municipality's and its authorized Users' compliance with the terms and conditions of this MSA, Cycom hereby grants to the Municipality a non-exclusive, non sublicenseable, non-transferable (except in compliance with Section 24.8 ("Successors and Assignment")) license to use the Software and the Documentation, provided under any SOW, during the SOW Term (as defined in the applicable SOW), solely for use by authorized Users in accordance with the terms and conditions of this MSA. Such use is limited to the Municipality's internal use by the Municipality for the benefit of the Municipality in the ordinary course of its operations as a municipal corporation. The total number of authorized Users shall not exceed the number set forth in the applicable SOW, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

6. Accuracy of Municipality Property

The Municipality agrees to be responsible for the accuracy and adequacy of the Municipality Property (as defined in Section 16.2 ("Municipality Property—Definition"), below) which it furnishes or transmits to

Cycom for processing or storage. The Municipality represents and warrants that it has the right to upload or otherwise share all Municipality Property that it uploads or shares.

7. Access to Municipality Premises

The use of the Services may require access to the Municipality's premises. The Municipality agrees to provide physical facilities and security as required for proper installation, operation and maintenance of all software and hardware to which the Services apply. If onsite work is required and agreed upon in any SOW, the Municipality will provide Cycom with a work area for Cycom personnel while onsite, which shall include access to any required network, workstations, servers, printers, and Internet connections.

8. Access to Municipality Network and Computers

The Municipality acknowledges that by its use of the Services, it is authorizing Cycom to access the CityLaw (Cycom) SQL database and the server that it resides on. Cycom is also authorized to have access to the Municipality's Test server. In connection with delivering the Services, Cycom may upload applications to the Municipality servers identifies herein to accomplish fixes and upgrades.

9. Compliance with Network Specifications

The Municipality shall obtain and maintain, at its sole expense, equipment and appropriate telecommunication service adaptable to, compatible with, and suitable for communication with Cycom's network specifications, if any.

10. Term and Termination

1. **Term of MSA.** The term of this MSA ("Term") shall be for a period of one year, beginning on March 1, 2023 and terminating at 11:59 pm on February 28, 2024, with the option to renew for two, one-year periods, at the discretion of the Municipality.

2. **Termination of SOW.** Termination of all or any part of an SOW shall not terminate this MSA unless otherwise agreed by the Parties in writing. In the event of termination of this MSA or all or any part of an SOW for any reason, the Municipality shall immediately stop using the Services provided under any terminated part of an SOW, and Cycom shall immediately stop work on the terminated portions of all SOWs and shall submit to the Municipality an invoice with supporting information setting forth the applicable fees ("Fees") and other charges for: (i) the Services provided to the Municipality prior to the effective date of such termination, and (ii) in the case of termination by Cycom for Cause or termination by the Municipality for convenience, all non-cancellable commitments and expenses incurred by Cycom prior to the effective date of such termination; and the Municipality agrees to pay Cycom for such invoiced amounts.

3. **Termination for Cause.** If either Party materially breaches any of its duties or obligations under this MSA or under any SOW, including without limitation in the case of the Municipality, the Municipality 's failure to make payments when due to Cycom for the Services, and such breach is not cured, and the breaching Party is not diligently pursuing a cure to the non-breaching Party's sole satisfaction, within thirty (30) calendar days, after written notice of the breach, then the non-breaching Party may terminate this MSA or any relevant SOW for cause ("Cause") as of a date specified in such notice, or if no date is specified, then upon expiration of such cure period. A Party may terminate this MSA for Cause, effective upon delivery of written notice which shall specify such Cause, if the other Party terminates or suspends its business, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state law.

4. **Termination of MSA Requires Termination of SOW.** Notwithstanding any other provision herein or in any SOW, the Term of this MSA shall continue while any outstanding SOW remains in effect.

5. **Continuation of Liability for Breach.** Termination of this MSA shall not act as a waiver of, or as a release from liability for, any breach of this MSA. Termination or expiration of this MSA shall not affect or negate any obligation of either Party (including payment of invoices by the Municipality) to the other arising prior to the date of such termination or expiration.

11. Taxes

Except in the event that the Municipality provides Cycom with a resale exemption certificate or other tax-exempt certificate, the Municipality agrees to pay all sales, use, transaction, excise, VAT or similar taxes and any federal, state or local fees or charges ("Taxes") that may become due in connection with the Municipality's purchase of the Services, other than taxes on the income of Cycom.

12. Confidential Information

As used in this MSA, "Confidential Information" means all nonpublic information disclosed by one Party or its agents (the "Disclosing Party") to the other Party or its agents (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation:

1. when Cycom is the Disclosing Party, the Software and the Documentation, all delivery methods for the activities and software and other deliverables provided by Cycom in connection with the Services, all information and materials related to Cycom business methods, and all Cycom information related to sales, profits, organizational structure and restructuring, new business initiatives, finances, services and products, and product designs; and

2. when either Cycom or the Municipality is the Disclosing Party, information relating to the Disclosing Party's planned or existing computer systems and systems architecture, software, hardware, networks, and databases and database management systems, any confidential information of third parties with which the Disclosing Party conducts business, and any Trade Secrets of the Disclosing Party.

As used in this MSA, "Trade Secret" means trade secret as that term is defined by the federal Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq., as it may be amended from time to time, including without limitation software or computer code.

The Municipality acknowledges and agrees that the object code of the Software is a Trade Secret of Cycom. The Receiving Party may use Confidential Information only in connection with the transactions contemplated by this MSA and the associated SOWs.

The Receiving Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

The Parties agree to advise their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential, and to require them to do so.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Receiving Party.

The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and to prevent its further unauthorized use.

If either Party is uncertain at any time whether particular information is considered to be Confidential Information of the other Party, it shall promptly contact the other Party for clarification. Each Party's obligations under this MSA with respect to another Party's Confidential Information that is not a Trade Secret shall survive for a period of two (2) years following the date of termination of this MSA. The obligations hereunder to maintain the confidentiality of Trade Secrets shall not expire.

13. Non-Solicitation

During the Term and for a period of twelve (12) months following the Expiration Date, neither Party shall, without the written permission of the other Party, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed or subcontracted by the other Party or was employed or subcontracted by the other Party during the Term and who is or was involved directly or indirectly in the provision or receipt of the Services; (ii) encourage any such person not to devote his or her full business time to the other Party; or (iii) in any other manner interfere with the business relationship between the other Party and its employees or subcontractors. This section shall survive the termination of this MSA.

14. Equitable Relief

In addition to any other remedies and damages available, each Party acknowledges and agrees that in the event of any breach or threatened breach of Sections 13 ("Confidential Information") or 14 ("Non-Solicitation") of this MSA: (i) notwithstanding the existence of any mediation or arbitration agreement between the Parties, the non-breaching Party has the right to file a civil action; and (ii) the non-breaching Party may immediately seek enforcement of Sections 13 ("Confidential Information") and 14

("Non-Solicitation") of this MSA by means of specific performance or temporary, preliminary and permanent injunctive relief without the necessity of proving inadequacy of legal remedies or irreparable harm, or posting bond. This section shall survive the termination of this MSA.

15. Ownership of Software and Other IP

1. **Cycom Property—Definition.** "Cycom Property" means: (i) any proprietary technology which was developed or acquired by Cycom, or by any of its licensors and suppliers, prior to the Effective Date of this MSA, including without limitation the Software and the Documentation, other software (in source and object forms) and class libraries and objects and executables, hardware designs, algorithms, user interface designs, architecture, network designs, database and database management designs, and documentation (both printed and electronic); (ii) all versions and releases of and updates to the Software that are developed or acquired by Cycom after the Effective Date of this MSA and not transferred by Cycom to any other party, as well as any proprietary technology developed or acquired by Cycom's licensors and suppliers after the Effective Date of this MSA; (iii) any Trade Secret, patent, copyright or trademark rights, or other similar intellectual property rights, owned by Cycom or by any of its licensors and suppliers; and (iv) any derivatives, improvements, enhancements or extensions of any of the foregoing that are conceived, reduced to practice or developed in the course of the performance of the Services, by either Party, that are not uniquely applicable to the Municipality and are not developed specifically and exclusively for the Municipality, or that have general applicability in the art.

2. **Municipality Property—Definition.** "Municipality Property" means: (i) Municipality folders, files, documents, logs, database information, and similar data that Cycom maintains on behalf of the Municipality; (ii) Municipality credentials, network account information, web portal login information, administrative passwords, and similar information; (iii) third-party software licensed to the Municipality by its licensors and suppliers in an arrangement not involving Cycom; and (iv) the System if provided by the Municipality (whether as property owned by the Municipality or as property provided to the Municipality by one or more third parties in an arrangement not involving Cycom) and not by Cycom.

3. **Ownership of Cycom Property.** All Cycom Property shall remain the sole and exclusive property of Cycom or its licensors or suppliers. Except as specifically set forth herein, this MSA does not grant the Municipality any rights to the Cycom Property. Any Cycom Property provided in connection with the Services is licensed or sublicensed to the Municipality, or provided to the Municipality for its limited access and use, only in connection with the Services, and not for unlimited use.

4. **Ownership of Municipality Property.** Ownership of Municipality Property remains with the Municipality or its licensors and suppliers and shall not be deemed the property of Cycom or any other party; provided that, the Municipality grants Cycom a limited license to access, use and modify

Municipality Property as reasonably necessary to enable Cycom to provide the Services. Cycom shall not be required or permitted to provide access to Municipality Property to parties other than those designated in writing by the Municipality.

5. **Survival of Ownership of Software and Other IP.** This section shall survive the termination of this MSA.

16. Protection of IP

1. **Infringement Claims By Third Parties.** In the event that the Software or the Documentation, as delivered or as modified by Cycom, becomes, or in the opinion of Cycom is likely to become, the subject of a claim of infringement of any Trade Secret, patent, copyright or trademark rights, or other similar intellectual property rights, owned by any third party, then Cycom may, at its option and expense, either: (i) procure for the Municipality the right to continue to use the Software and the Documentation as contemplated in this MSA; or (ii) replace or modify either or both of the Software and the Documentation, or modify the use of either or both, in order to make their use under this MSA non-infringing. If neither option is reasonably available to Cycom, then this Agreement may be terminated for convenience at the option of either party pursuant to Section 11.1 ("Term of MSA") above.

2. **Protection of Cycom Patents.** Cycom agrees that it will, during the Term of this MSA, use reasonable commercial efforts to maintain, protect and defend the registration of any patent registered with the United States Patent and Trademark Office, where such patent gives Cycom any patent rights in the Software or the Documentation (any such patent a "Patent"). The Municipality agrees to execute any further documents and to perform any further acts, at Cycom's expense, as may be necessary to assist Cycom in maintaining, protecting and defending such registration of any such Patent.

17. Restrictions on the Use of the Services

1. **Use for Lawful Purposes.** The Municipality represents, undertakes and warrants to Cycom that the Municipality will not use the Services in a manner that violates any applicable laws, rules or regulations, including but not limited to, privacy and data protection laws and regulations, and will not authorize or permit any other person to use the Services in any such manner. The Municipality agrees that it will not:

a. copy (except for normal security backup purposes), modify, or create derivative works or improvements of the Services;

b. rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer any part of the Services to any person;

c. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

d. bypass or breach any security device or protection used by the Services, or access or use the Services other than by an authorized User through the use of his or her own then valid Access Credentials;

e. intentionally input, upload, transmit, or otherwise provide to or through the Services, any virus, worm, malware, or other harmful computer code;

f. intentionally damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, the System if provided by Cycom, or Cycom's provision of services to any third party, in whole or in part;

g. remove, delete, alter, or obscure any specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices, from any component of the Services, including any copy thereof;

h. access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other rights of any third party;

i. access or use the Services for purposes of competitive analysis of the Services, for purposes of the development, provision, or use of a competing software service or product, or for any other similar purpose that is to the commercial disadvantage or detriment of Cycom; or

j. otherwise access or use the Services beyond the scope of the authorization granted under this MSA.

2. **Unauthorized Installation.** Cycom reserves the right to interrupt or restrict the Services without notice to the Municipality if Cycom detects evidence that the Municipality has attempted any software installation, or has placed executable program code, on Cycom systems without explicit knowledge of or written permission from Cycom. The Municipality agrees to cooperate with Cycom in any investigation relating to software or code installations and to use any reasonable prevention measures prescribed by Cycom. The Municipality shall be solely liable for any and all damages resulting from any such unauthorized software or code implementation by the Municipality.

3. **Fraud or Abuse.** Cycom reserves the right to interrupt or restrict the Services without notice to the Municipality if Cycom suspects fraudulent or abusive activity related to the Municipality's use of the Services. The Municipality agrees to cooperate with Cycom in any fraud investigation and to use any reasonable fraud prevention measures prescribed by Cycom. The Municipality shall be solely liable for any and all damages resulting from the Municipality's fraudulent or abusive usage or activity.

4. **Protection of Cycom Property.** Cycom reserves the right to intercept and disclose any sessions being served by Cycom's facilities in order to protect Cycom's rights or property. If Cycom reasonably determine that the security of the Services or Cycom infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, Cycom may temporarily suspend the Services.

5. **Protection of Municipality Property.** If Cycom determines that the security of the Services or Cycom infrastructure has been compromised due to hacking attempts, denial of service attacks, or other malicious activities, Cycom will advise Municipality of any such attempts, attacks or activities to the extent of those attempts, attacks or activities pose a security threat to the Municipality's Property or system. Cycom shall advise Municipality of any unauthorized access to Municipality's Property and shall work cooperatively with Municipality to evaluate the extent of any such breach and to remediate the same.

6. **Municipality Accounts.** The Municipality is solely responsible for (i) all use of the Services by the Municipality and its users, (ii) maintenance of lawful bases for the collection, use, processing and transfer of data by the Municipality, and (iii) provision of notices and obtaining of consent as legally required in connection with the Services. The Municipality agrees to keep its usernames, passwords and authentication tokens confidential. Cycom is not liable for any loss incurred by the Municipality caused by unauthorized third parties using the Municipality's accounts. The Municipality agrees to notify Cycom promptly in the event of its discovery of any unauthorized access to the Services or other security breach. The Municipality represents, warrants, and covenants to Cycom that, as received by Cycom from the Municipality, the Municipality Property will not infringe, misappropriate, or otherwise violate any Trade Secret, patent, copyright or trademark rights, or other similar intellectual property rights, or any privacy rights, of any third party.

7. **Survival of Restrictions on Use of the Services.** The provisions of this Section 18 ("Restrictions on Use of the Services") shall survive the termination of this MSA.

18. Warranties, Disclaimers, and Municipality Responsibilities

1. **Third-Party Hardware and Software.** With respect to any third-party hardware or software sold, distributed, licensed or supplied by Cycom in connection with the Services, to the extent permitted by the manufacturer or licensor of such hardware or software, Cycom will pass through to the Municipality all product warranties provided by the manufacturer or licensor.

2. **Disclaimers—In General.** THE SERVICES, INCLUDING ACTIVITIES AND DELIVERABLES, ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND EXCEPT AS SPECIFICALLY DESCRIBED IN THIS MSA. CYCOM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MUNICIPALITY AGREES THAT CYCOM SHALL NOT BE RESPONSIBLE FOR ANY FAILURES OF SOFTWARE OR EQUIPMENT THAT MAY OCCUR AS A DIRECT OR INDIRECT RESULT OF PROVISION OF THE SERVICES BY CYCOM, AND CYCOM DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY INCLUDED DELIVERABLES OR ASSOCIATED SOFTWARE OR EQUIPMENT OR COMPONENTS, OR THE SYSTEM, WILL: (I) MEET THE MUNICIPALITY'S REQUIREMENTS; (II) BE UNINTERRUPTED OR AVAILABLE AT ANY PARTICULAR TIME FROM ANY PARTICULAR LOCATION; (III) BE ERROR-FREE; (IV) NOT INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY; (V) IN THE CASE OF SOFTWARE, BE COMPATIBLE WITH THE MUNICIPALITY'S HARDWARE OR OTHER SOFTWARE; OR (VI) BE FREE FROM UNAUTHORIZED USERS OR HACKERS. WHILE CYCOM USES ENCRYPTION TECHNOLOGY IN THE PROVISION OF THE SERVICES, CYCOM DOES NOT GUARANTEE OR WARRANT THE SECURITY OF ANY NETWORK CONNECTION CREATED OR MAINTAINED PURSUANT TO THE PROVISION OF THE SERVICES. CYCOM MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.

3. **Disclaimers—Municipality Responsibilities.** The Municipality shall be solely responsible, and in no event shall Cycom be responsible or liable in any way, for any losses, liabilities or damages caused by or related to: (i) design specifications or instructions provided by the Municipality or the Municipality's representative; (ii) the Municipality's failure to fulfill its responsibilities under this MSA or any SOW; (iii) the failure of anyone other than Cycom or its subcontractors to comply with written instructions or recommendations from Cycom or its subcontractors; (iv) any alteration or improper installation, storage, handling, use or maintenance or repair of any part of any deliverable under the Services by anyone other than Cycom or its subcontractors; (v) anything external to any deliverable under the Services at the Municipality's site, including but not limited to building deficiency, power surge, fluctuation or failure, or air conditioning failure; (vi) movement of any deliverable under the Services installed at the Municipality's site from the location where it was installed by Cycom; or (vii) any other cause beyond Cycom's reasonable control. In addition, the Municipality acknowledges that the use of any computer network entails a risk of loss of stored data, that industry standards dictate the Municipality's systematic use of equipment for comprehensive backup of data, and that even the systematic use of backup equipment cannot guarantee against the loss of data; accordingly, (A) the Municipality is solely responsible for maintaining and backing up all data and software stored on its computers and storage media before ordering the Services, and (B) the Municipality assumes all risk of loss of its stored data and software in any way related to or resulting from the use of any network or backup system installed or created for the Municipality hereunder, or from the provision of the Services hereunder, and hereby releases Cycom from any liability for loss of such data.

4. **Survival of Warranties and Disclaimers.** The provisions of this Section 19 ("Warranties; Disclaimers; Municipality Responsibilities") shall survive the termination of this MSA.

19. Indemnification

1. **Indemnification of Cycom By the Municipality.** The Municipality shall indemnify, defend and hold harmless Cycom, its affiliates, and their respective directors, officers, employees and agents (the "Cycom Indemnified Parties"), from and against any and all claims, actions, losses, damages, costs or expenses (including reasonable attorneys' and experts' fees) arising out of or resulting from any breach by the Municipality of Sections 4.2 ("Unlicensed Software"), 7 ("Accuracy of Municipality Property"), 16.3 ("Ownership of Cycom Property"), or 18 ("Restrictions on Use of the Services"). The Cycom Indemnified Parties will notify the Municipality of any claim for which the Municipality is responsible, and will reasonably cooperate with the Municipality to facilitate the defense of such claim. The Cycom Indemnified Parties may select and employ counsel at their own expense with respect to the defense of a claim; provided that, if counsel is employed due to a conflict of interest or because the Municipality does not assume control of the defense, the Municipality shall bear such expense. The Municipality shall not admit liability or enter into any settlement of a claim that might adversely affect a Cycom Indemnified Party's rights or interests without the Cycom Indemnified Party's prior written consent, which may be withheld in the Cycom Indemnified Party's sole discretion.

2. **Indemnification of the Municipality By Cycom.** Cycom shall indemnify, defend and hold harmless the Municipality, its affiliates, and their respective directors, officers, employees and agents (the "Municipality Indemnified Parties"), from and against any and all claims, actions, losses, damages, costs or expenses (including reasonable attorneys' and experts' fees) arising out of or resulting from any claim of infringement of any Trade Secret, patent, copyright or trademark rights, or other similar intellectual property rights asserted against the Municipality by virtue of the Municipality's use of the Services as delivered by Cycom and used according to Cycom's instructions; provided that, CYCOM shall have no liability for, and no obligation to indemnify, defend or hold harmless any Municipality Indemnified Party with respect to, any claim of infringement of any Trade Secret, patent, copyright or trademark rights, or other similar intellectual property rights, based on the Municipality's unauthorized use of, or combination of any component of the Services with, products not supplied by Cycom as part of the Services. The Municipality Indemnified Parties will notify Cycom of any claim for which Cycom is responsible, and will reasonably cooperate with Cycom to facilitate the defense of such claim. The Municipality Indemnified Parties may select and employ counsel at their own expense with respect to the defense of a claim; provided that, if counsel is employed due to a conflict of interest or because Cycom does not assume control of the defense, Cycom shall bear such expense. Cycom shall not admit liability or enter into any settlement of a claim that might adversely affect a Municipality Indemnified Party's rights or interests without the Municipality Indemnified Party's prior written consent, which may be withheld in the Municipality Indemnified Party's sole discretion.

3. **Survival of Indemnification.** The provisions of this Section 20 ("Indemnification") shall survive the termination of this MSA.

20. Limitations of Liability

1. **Exclusions.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING FOR LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, LOSS OF USE OF THE SYSTEM, MALICIOUS ATTACKS, SOFTWARE INCOMPATIBILITIES, UNAUTHORIZED INTRUSIONS, OR LOST, DAMAGED OR INADVERTENTLY DISCLOSED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THIS MSA HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

2. **Limitations.** THE CUMULATIVE, AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS MSA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED (I) IN THE CASE OF CYCOM, THE GREATER OF ITS INSURANCE REQUIRED BY THIS MSA OR FIVE TIMES THE TOTAL AMOUNT OF FEES PAID TO CYCOM BY THE MUNICIPALITY, AND (II) IN THE CASE OF THE MUNICIPALITY, THE TOTAL AMOUNT OF FEES PAID AND PAYABLE TO CYCOM BY THE MUNICIPALITY; EACH UNDER THE APPLICABLE ORDER OR SOW RELATED TO THE CLAIM DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE. PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (B) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 13 ("CONFIDENTIAL INFORMATION") OR 14 ("NON-SOLICITATION") OF THIS MSA.

3. **Survival of Limitations of Liability.** The provisions of this Section 21 ("Limitations of Liability") shall survive the termination of this MSA.

21. Subcontractors

Cycom shall have the right, in its sole discretion and without prior approval of the Municipality, to subcontract to any third party, in the ordinary course of business, the exercise or performance of all or any portion of the rights or obligations of Cycom under this MSA, provided that Cycom shall remain responsible for the performance of any such third party.

22. General

Notice. All notices permitted or required by this MSA shall be in writing and shall be deemed to have been duly given: (a) on the date personally delivered; (b) three (3) business days after being mailed via United States Postal Service, certified and return receipt requested; or (c) one (1) business day after being sent by a nationally recognized overnight courier. Notices may also be sent by email; provided that, a notice sent by email shall be deemed effectively given only if the recipient, by an email sent to the email address for the sender or by a notice delivered by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section. All notices permitted or required by this MSA shall be addressed as shown below, or as may later be designated by the addressee Party.

The Municipality:
> City of Long Beach
> Office of the City Attorney
> 411 W. Ocean Blvd., 9th Floor
> Long Beach, CA 90802

Cycom:
> Cycom Data Systems, Inc.
> P.O. Box 802
> Richmond, KY 40476-0802
> accounts@cycominc.com

1. **Independent Contractors.** This MSA shall not create a joint venture, partnership, fiduciary relationship or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Cycom shall perform the Services as an independent contractor. Neither Party shall have the authority to bind the other, except as specifically granted in this MSA.

2. **Insurance.** As a condition precedent to the effectiveness of this MSA, Cycom shall procure and maintain at Cycom's expense for the duration of this MSA from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

    i. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US $1,000,000) per occurrence and two Million Dollars (US $2,000,000) in general aggregate.

ii. Worker's compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.

iii. Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim and in aggregate covering the services provided pursuant to this MSA.

iv. Electronic data processing liability and cyberspace/online liability in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this MSA.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Cycom may use in the performance of this MSA shall be required to indemnify the City to the same extent as Cycom and to maintain insurance in compliance with the provisions of this section.

Cycom shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsemnents for each insurance policy shall contain the original signature of a person authorized by the insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insuraed. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Cycom's liablility relating to performance under this MSA. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The Procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this MSA.

3. **Third-Party Beneficiaries.** For the purposes of Section 2 ("Insurance"), and Cycom's obligations thereunder, non-Parties who are protected by, named as additional insureds under, or made the subject of waivers of subrogation under, Cycom's insurance ("Additional Insureds") under the provisions of section 2 ("Insurance") are third-party beneficiaries of this MSA in accordance with its terms. Other than as provided for section 2 ("Insurance"), this MSA is for the sole benefit of the signatories hereto and their permitted successors and assigns. Nothing, express or implied, in this MSA is intended to ceate or be construed to create any rights of enforcement in any persons or entities who are not signatories to this MSA.

4. **Marketing.** Cycom may include the Municipality's name in its list of clients, which may be provided to prospective Cycom clients. Aside from the list of clients, Cycom may not issue any public statement, press release, marketing materials, or other forms of publicity identifying Municipality without the prior written consent of Municipality.

5. **Construction.** This MSA is the result of negotiations between, and has been reviewed by, each of the Parties hereto and their respective counsel, if any; accordingly, this MSA shall be deemed to be the product of both of the Parties hereto, and no ambiguity shall be construed in favor of or against either of the Parties hereto.

6. **Entire Agreement.** This MSA, together with the exhibits hereto and the documents specifically described herein as containing additional terms of this MSA, constitutes the entire agreement between the Parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the Parties.

7. **Severability.** The invalidity or unenforceability of any provision of this MSA shall not affect the validity or enforceability of any other provision of this MSA.

8. **Successors and Assignment.** Subject to the limitations set forth in this MSA, this MSA shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. This MSA shall not be assigned, in whole or in part, by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

9. **No Waiver.** Any failure by either Party to enforce the other Party's strict performance of any provision of this MSA shall not constitute a waiver of its right to substantially enforce such provision or any other provision of this MSA.

10. **Governing Law.** The validity, interpretation, construction and performance of this MSA, and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of **California**, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from this MSA, whether in contract, tort, or otherwise, the Parties hereby agree that Venue must be exclusively vested in the state courts of the County of Los Angeles, or if federal jurisdiciton is appropriate, exclusively in the United States Disctrict Court for the Central District of California, Los Angeles, California.

11. **Waiver of Jury Trial; Attorney Fees.** Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this MSA or the transactions contemplated hereby.

12. **Force Majeure.** Neither Party shall be liable for failure to perform or delay in performance hereunder if such failure or delay is due to fire, storm, flood, war, insurrection, labor dispute, embargo, pandemic, epidemic or quarantine restriction, complete or partial government shutdown, national or regional shortage of adequate power or telecommunications or transportation, or any act of God or other cause or contingency beyond such Party's reasonable or foreseeable control ("Force Majeure Event"). Upon the occurrence of any such failure to perform or delay in performance due to a Force Majeure Event, the Parties agree to renegotiate in good faith the terms and schedule for the

provision of the Services.

13. **Mediation and Arbitration.**

    a. **Resolution Efforts.** The Parties will attempt in good faith to resolve any claim or controversy arising out of or relating to the interpretation or performance of this MSA by negotiations between the Parties.

14. **Data Privacy.** Cycom shall employ security measures in accordance with Cycom's data privacy and security policy as amended from time to time, a current copy of which is available on Cycom's website at https://www.cycominc.com/privacy-policyor a successor website address (the "Privacy and Security Policy"). Cycom maintains a data breach plan in accordance with the criteria set forth in Cycom's Privacy and Security Policy, and shall implement the procedures required under such data breach plan upon the occurrence of any data breach as defined in such Privacy and Security Policy. Cycom affirmatively represents that City data is only used by Cycom and or provided to Subcontractors for the sole and singular purposes of providing the Services identified in the SOW.

15. **Conflict of Interest.** Cycom covenants that no officer, member or employee of the Municipality and no other public official who exercises any functions or responsibility in the review, approval or carrying out of this MSA has any personal or financial interest, direct or indirect, in this MSA.

16. **Counterparts.** This MSA may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

17. **Survival of General Provisions.** The provisions of this Section 24 ("General") shall survive the termination of this MSA.

Statement of Work (SOW)

Exhibit A

This Statement of Work ("SOW") is entered into, to be effective as of March 1, 2023, by and between Cycom Data Systems, Inc., a California corporation having a mailing address at P.O. Box 802, Richmond, KY 40476-0802 ("Cycom") and the City of Long Beach , a municipal corporation having a principal office address at 411 W. Ocean Blvd., Long Beach, CA 90802 (the "Municipality"), and specifies the particular Services, including activities and deliverables, described in more detail below, to be performed hereunder by Cycom for the Municipality. Either of Cycom and the Municipality may be referred to herein as a Party, and together as the "Parties."

Recitals

Whereas, Cycom has agreed to provide certain Services to the Municipality, including activities and deliverables, described in more detail below, all on the terms and conditions set forth herein.

Now, therefore, the Parties agree as follows:

1. Incorporation into MSA

This SOW, including all exhibits attached to this SOW, shall be incorporated into and made a part of and governed by the terms of that certain Master Services Agreement entered into by and between the Municipality and Cycom, effective March 1, 2023, and as amended (the "MSA"). Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings ascribed to them in the MSA.

2. Term of SOW

The initial term of this SOW ("SOW Initial Term") shall begin on March 1, 2023 and shall end on the date ("SOW Initial Term Expiration Date") that is Twelve (12) Months from the SOW Effective Date. After the SOW Initial Term this SOW the Municipality in its sole discretion may renew the SOW for two, one-year periods (each an "SOW Renewal Term"). The term of this SOW ("SOW Term") shall include the SOW Initial Term and all subsequent SOW Renewal Terms, if any, and the date of termination of this SOW shall be referred to herein as the "SOW Expiration Date." This SOW may be terminated (i) by mutual agreement of the Parties, (ii) by either Party for Cause, or (iii) by either Party for convenience upon **thirty (30) days** written notice to the other Party. If the System is provided by Cycom, and not by the Municipality, then upon any termination of this SOW, Cycom shall retain the Municipality's data until the earlier of (A) **thirty (30) days**, or (B) such time as Cycom receives written confirmation from the Municipality that the Municipality has downloaded and saved its data; and the Municipality agrees that Cycom may delete the Municipality's data after such time.

3. Change Management

The terms and conditions of this SOW, including without limitation the scope of the Services, applicable timelines and due dates, Fees and other charges, and items provided, may be changed only upon execution by the Parties of a written change order ("Change Order") that references this SOW and that specifies such change. Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.

4. Specific Services, Payment and Fees, and Acceptance of Services

1. **New or Additional Services; Expanded Scope.** Any new or additional Services, including any new or additional hardware or software or other deliverables, other than those contracted for by the Municipality on the SOW Effective Date, may be obtained by the Municipality at the then-current price.

2. **Invoicing.** Cycom shall bill by invoice to the Municipality the sums due pursuant to this SOW. **Cycom will send all invoices electronically to the Municipality's Account Holder (as listed in Section 5.2 ("Contact Persons for Municipality") below),** provided that Cycom may in its sole discretion also send any invoice by mail to a billing address supplied by the Municipality. Each invoice shall include: (a) the Cycom invoice number; (b) a description of the Services for which an amount is due; (c) any adjustments made to Fees; (d) the Fees or portion thereof, and any other charges that are due; (e) Taxes, if any; (f) credits provided to the Municipality by Cycom, if any; (g) all pass-through costs and expenses associated with provision of the Services; and (h) the total amount due.

3. **Payment.** Payment shall be due **thirty (30)** days after the Municipality receives an invoice from Cycom. The date of receipt by the Municipality of any invoice sent to the Municipality by Cycom shall be determined according to the provisions of Section 23.1 ("Notice") of the MSA, provided that the Municipality may supply a billing address or email address that is different from the address or email address of the Municipality listed in Section 23.1 ("Notice") of the MSA. The Municipality agrees to make payment on any invoiced charges. All amounts payable to Cycom under this SOW shall be paid by the Municipality to Cycom in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than service credits that may be issued to the Municipality by

Cycom, or any deduction or withholding of tax as may be required by applicable law). All payments are non-refundable unless otherwise agreed in a writing signed by both Parties. The Municipality may pay by credit card, or may send payments by check to:

Finance Department
Cycom Data Systems, Inc.
P.O. Box 802
Richmond, KY 40476-0802

4. **Failure to Pay on Time.** Cycom may, in its sole discretion: (i) charge to the Municipality a finance charge of the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, on all late payments by the Municipality, and (ii) re-send to the Municipality, as a reminder, any invoice for which payment is late; provided that, no failure by Cycom to re-send any such invoice for which payment is late shall prevent Cycom from charging such finance charge. Cycom reserves the right to suspend performance of the Services during any period when the Municipality is in arrears on payments. The Municipality agrees to pay all costs, expenses and fees of Cycom's enforcement of the Municipality's payment obligations, including collection expenses, court costs, and attorneys' fees.

5. **Acceptance of Services by Municipality.** Following delivery to the Municipality by Cycom of any invoice for any of the sums due pursuant to this SOW, the Municipality shall have **ten (10) business days** to object in writing to any of the contents of such invoice. Failure by the Municipality to so object shall constitute acceptance by the Municipality of those portions of the Services to which such contents of such invoice apply.

6. **Survival of Payment Obligations.** This Section 4 ("Specific Services; Payment and Fees; Acceptance of Services") shall survive the termination of this SOW and the MSA.

Exhibit A-2-a

This CityLaw Web (Municipality Hosted) Rider ("Exhibit A-2-a") is entered into, to be effective as of the SOW Effective Date, by and between Cycom and the Municipality, and specifies certain of the particular Services, including activities and deliverables, described in more detail below, to be performed hereunder by Cycom for the Municipality.

1. Incorporation into SOW

This Exhibit A-2-a shall be incorporated into and made a part of and governed by the terms of that certain Statement of Work, effective March 1, 2023, entered into by and between the Municipality and Cycom, and as amended (the "SOW"). Capitalized terms used, but not otherwise defined, in this Exhibit A-2-a shall have the meanings ascribed to them in the SOW or the MSA.

2. Service Details and Fees

The Municipality agrees to purchase from Cycom, and Cycom agrees to sell to the Municipality, a Software license for the CityLaw Web Software developed and provided by Cycom, as well as certain other associated Services. The following terms shall govern the Services provided under this Exhibit A-2-a:

Software	CityLaw Web
Rights of Access and Use	The details of the Municipality's right to access and use the CityLaw Web Software developed and provided by Cycom, as hosted on the System provided by Cycom, are given in Section 6.1 ("CityLaw/CountyLaw Software License") of the MSA.
Term of Rights of Access and Use	Beginning on March 1, 2023 and ending Twelve (12) Months after, subject to automatic renewal pursuant to Section 2 ("Term of SOW") of the SOW above.

Limitations on Fee Increase	Cycom may increase the Software License Fee for CityLaw Web Software by **no more than five percent (5%) per year**. Not less than **thirty (30) days** prior to the expiration of the SOW Initial Term or any subsequent SOW Renewal Term, Cycom shall give the Municipality written notice of Cycom's access and use Fee for CityLaw Web Software for the next year. Such notice may be provided to the Municipality in the form of an invoice.

3. Changing Number of Users

The Municipality may add or remove licensed Users for the CityLaw Web Software license; provided, however, that the Municipality shall pay Cycom the monthly license Fee for each licensed User that is licensed to use the CityLaw Web Software corresponding to such license during the applicable monthly billing period, regardless of when the User becomes licensed within that monthly billing period.

4. System

The System shall be provided by the Municipality (whether as property owned by the Municipality or as property provided to the Municipality by one or more third parties in an arrangement not involving Cycom), and not by Cycom.

5. Fee—Description

The Fee for the CityLaw Web Software Services shall include: (i) the license Fee for the CityLaw Web Software, (ii) all initial installation, custom installation, and training for the CityLaw Web Software prior to Acceptance (as defined below) of the CityLaw Web Software, and (iii) travel expenses. Receipt of Software maintenance releases, updates and improvements shall be subject to payment of the Fee for support and maintenance Services as defined in Exhibit A-9 ("Support and Maintenance Rider").

6. Free Live Remote Training

The Municipality's purchase of the CityLaw Web Software Services from Cycom shall include eight (8) hours of live remote training, designed to supplement Cycom's free on-demand video training course available in Cycom's online Help Center at https://cycom.zendesk.com/hc. Cycom does not place a limit on the number of attendees for a remote training session. Notwithstanding the foregoing, Cycom reserves the right to modify the availability of, and any or all terms and conditions of, such live remote training.

7. Acceptance of Software

1. **Acceptance—Definition.** "Acceptance" means the process of approval and acceptance, by the Municipality, of the installation and initial setup and configuration of the Software, or of any module of the Software, on the System, by Cycom.

2. **Acceptance Triggers Payment Schedules.** Acceptance of the Software shall be the triggering event for the first payment of: (i) the payment schedule for the CityLaw Web Software Services listed above, and (ii) the payment schedule for the support and maintenance Services payment schedule listed in Exhibit A-9 ("Support and Maintenance Rider").

3. **Acceptance—Procedure.** The Municipality shall have thirty (30) days from completion of the installation and initial setup and configuration of the Software, or of any module of the Software, to test whether the Software, or such module of the Software, materially conforms to the operational, functional and performance specifications represented by Cycom. Failure of the Municipality to notify Cycom in writing, in conformity with the provisions of Section 24.1 ("Notices") of the MSA, within such testing period, that the Software, or such module of the Software, fails to materially conform to the specified performance standards shall be deemed to constitute "Acceptance" of the Software, or of such module of the Software.

Exhibit A-9

This Support and Maintenance Rider ("Exhibit A-9") is entered into, to be effective as of the SOW Effective Date (as defined in the SOW), by and between Cycom and the Municipality, and specifies certain of the particular Services, including activities and deliverables, described in more detail below, to be performed hereunder by Cycom for the Municipality.

1. Incorporation into SOW

This Exhibit A-9 shall be incorporated into and made a part of and governed by the terms of that certain Statement of Work, effective March 1, 2023, entered into by and between the Municipality and Cycom, and as amended (the "SOW"). Capitalized terms used, but not otherwise defined, in this Exhibit A-9 shall have the meanings ascribed to them in the SOW or the MSA.

2. Service Details and Fees

Cycom shall provide support and maintenance Services to the Municipality with respect to the use and maintenance of the Software, including maintaining proper performance of the Software, installing software updates and new versions of the Software, maintaining network connections to the Software, supporting interface of the Software with certain third-party software (to the extent that the Municipality has purchased support for such interface), troubleshooting, supporting the Municipality's authorized Users, and supporting the Municipality's IT department. Support and maintenance Services include: (i) an online knowledge base available on Cycom's website at https://cycom.zendesk.com/hc/en-us or a successor website address, (ii) email support, and (iii) phone support. The following terms shall govern the Services provided under this Exhibit A-9:

Term of Support and Maintenance Services	Beginning on March 1, 2023 and ending Twelve (12) Months after, subject to optional renewal pursuant to Section 2 ("Term of SOW") of the SOW above.
Limitations on Fee Increase	Cycom may increase the Fee for support and maintenance Services by no more than **three percent (3%) per year**. Not less than sixty (60) days prior to the expiration of the SOW Initial Term or any subsequent SOW Renewal Term, Cycom shall give the Municipality written notice of Cycom's Fee for support and maintenance Services for the next year. Such notice may be provided to the Municipality in the form of an invoice.

Renewal of Term of Support and Maintenance Services	In order to renew support and maintenance Services for any period beyond the expiration of the SOW Initial Term or any subsequent SOW Renewal Term, the Municipality must execute a written document that satisfies the Municipality's internal procurement and contracting policies.
	If the Municipality, for any reason whatsoever, chooses to terminate support and maintenance Services after the expiration date of the SOW Initial Term or any subsequent SOW Renewal Term, it shall deliver a notice of non-renewal to Cycom at least forty-five (45) days prior to such expiration date.
	If Cycom, for any reason whatsoever, chooses not to provide support and maintenance Services after the expiration date of the SOW Initial Term or any subsequent SOW Renewal Term, it shall deliver a notice of non-renewal to the Municipality not less than sixty (60) days prior to such expiration date.
	If the Municipality, for any reason whatsoever, chooses to terminate support and maintenance Services at the end of any billing period prior to the expiration date of the SOW Initial Term or any subsequent SOW Renewal Term, it shall deliver a notice of termination of such Services to Cycom at least ten (10) days prior to the end of such billing period.
	If Cycom, for any reason whatsoever, chooses not to provide support and maintenance Services at the end of any billing period prior to the expiration date of the SOW Initial Term or any subsequent SOW Renewal Term, it shall deliver a notice of termination of such Services to the Municipality not less than thirty (30) days prior to the end of such billing period. Notwithstanding the foregoing, Cycom shall not exercise such right of termination at a time that causes the termination to be effective any earlier than three (3) months following the SOW Effective Date.

3. Changing Number of Users

The Municipality may add or remove licensed Users for the support and maintenance Services; provided, however, that the Municipality shall pay Cycom the monthly Fee for each authorized User during the applicable monthly billing period, regardless of when the User becomes licensed within that monthly billing period.

4. Out of Scope Work

The Services do not include service to facilities outside of the System, assistance moving the Municipality's operations or equipment from the Municipality's premises located at 411 W. Ocean Blvd., 9th Floor, Long Beach, CA 90802 (the "Premises"), or significant reconstructive work following flood, fire, theft, or any other extraordinary event, all of which shall be billed separately pursuant to mutually agreeable terms. Any migration/upgrade projects that require advanced planning and support shall be scoped and billed outside of this Exhibit A-9.

5. Support Ticket Procedure

Users may call Cycom's telephone support line at 888-292-6688, which is staffed between 7:00 AM and 7:30 PM CDT. If no one is available to take the call, or if the call is received outside of those hours, it will go to voicemail and a support ticket will be created automatically. Users may also contact the Cycom Support Team via email at support@cycominc.com. Any email sent to this address will create a support ticket. Once a Support Ticket is created, work shall be prioritized by issue severity and then by date and time.

1. **Responsibility of Municipality's IT Department for Certain Issues.** If the Cycom Support Team determines that an issue is outside the scope of Cycom's products and services, the Support Team shall communicate such determination to the ticket requester and shall advise the ticket requester to contact the Municipality's Primary IT Contact.

2. **Issues Outside the Scope of Support Team Expertise.** If the Cycom Support Team determines that an issue is related to the installation of the Software, the issue shall be escalated to the Cycom

Maintenance Team. If the Maintenance Team determines that the issue is caused by a defect in the Software (e.g. a software bug), the issue shall be escalated to the Cycom Development Team. Both the Maintenance Team and the Development Team shall work directly with the Support Team to resolve the issue. Throughout the entire process, the Support Team shall update the ticket requester, or the appropriate Municipality contact person, on the progress toward resolution.

6. Support and Maintenance Services—In General

1. **Conformity.** Within a reasonable time, Cycom will provide such assistance as is necessary to cause the Software to perform in accordance with the Documentation.

2. **Improvements.** Within a reasonable time, Cycom will provide such improvements, enhancements, and other changes to the Software suitable to the uses made of the Software by the Municipality, and will make known to the Municipality any improvements as they are developed.

3. **New Operating System; Server-side Maintenance.** Within a reasonable time, Cycom will provide updates to the Software if and as required to cause it to operate under new releases of the operating system so long as such updates are technically feasible. Server-side maintenance of the Software, such as updates and upgrades, will be performed at no additional fee Monday through Friday between the hours of 7:00am and 4:00pm Central Daylight Time. Server-side maintenance of the Software outside of these hours can be scheduled with Cycom for an additional fee.

4. **Hours.** Cycom will provide customer support Monday through Friday between the hours of 7:00am to 7:00pm Central Daylight Time. This does not include server-side maintenance to the Software, such as updates and upgrades.

5. **Initial Response Time.** Support service will provide a response less than two (2) hours from time of message receipt. Support issues are prioritized by issue severity then receipt order.

6. **Remote Sessions.** Cycom will be provided with telecommunication access for support, which shall be used on an as-needed basis and with notification given to the Municipality before a remote support session is begun.

7. Software Error Severity Classifications and Support Request Resolution Process

1. **Error—Definition.** "Error" means any reported malfunction, error or other defect in the Software that can be reproduced by Cycom and that constitutes a non-conformity from the Documentation. Each Error will be assigned a severity level as further detailed in Section 6.2 ("Software Error Severity Classifications"), below.

2. **Software Error Severity Classifications.** All Software Errors shall be classified by Cycom as follows:

Error Severity Level	Definition	Examples
1 ("S1")	Urgent: Severe problem preventing User or workgroup from performing critical business functions	- Software data corruption (data loss, data unavailable). - Software crash or hang where no workaround exists. - Software significantly impacted, such as severe performance degradation. - Software and/or data is at high risk of potential loss or interruption. - Software workaround is required immediately. - Time-critical Software cutover impacted.
2 ("S2")	High: User or workgroup able to perform job function, but performance of job function degraded or severely limited	- Software adversely impacted. - Non-Software data corruption (data loss, data unavailable). - Non-Software crash or hang. - Non-Software and/or data is at high risk of potential loss or interruption. - Non-Software workaround is required immediately.
3 ("S3")	Medium: User or workgroup performance of job function is largely unaffected	Software has encountered a non-critical problem or defect and/or questions have arisen on product use.

4 ("S4")	Low: Minimal system impact; includes feature requests and other non-critical questions	• No Municipality business impact. • Requests for enhancements by Municipality.

3. Software Support Service Level Objectives (SLOs). Cycom will use reasonable commercial efforts to provide the Municipality with technical advice and assistance in connection with the Municipality's use of the Software according to Severity Level. The table below sets forth Cycom's targets for support responses to Software Errors based on Severity Level:

Severity Level	Initial Target Response	Target Work Effort	Target Communication Frequency
S1	2 hours (7:00 AM - 7:30 PM CDT)	Continuous during business hours (7:00 AM - 7:30 PM CDT) until solution to problem is identified.	Once per day (business day only).
S2	4 hours (7:00 AM - 7:30 PM CDT)	Daily, during Municipality business hours only.	Once every 2-3 days (business day only).
S3	8 hours (7:00 AM - 7:30 PM CDT)	Weekly during business hours.	Once a week.
S4	12 hours (7:00 AM - 7:30 PM CDT)	Every other week during business hours.	Once a month.

4. **Software Support Request Resolution Process.**

   a. **Process.** Cycom handles all Municipalty support requests on a first-in-first-out basis. Cycom shall prioritize all Errors according to their impact to the Municipality using the severity definitions described in Section 6.2 ("Software Error Severity Classifications"), above. Cycom may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error, resulting in the reduction of the Severity Level.

   b. **Escalation.** If the Municipality and Cycom are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the Parties shall escalate the support request in accordance with Cycom's escalation process. Once the escalation process has been initiated, Cycom shall provide the Municipality with support request progress updates via phone or email on a mutually agreed-upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

8. Exclusions

1. **Use.** The Services specifically exclude support for any Errors caused by (i) access to or use of the Software or the System in any manner other than that for which the Software is licensed or for which the right to access and use the System is given; (ii) any installation, integration, modification, or repair of the Software made by any person other than Cycom; (iii) installation in the System of any hardware, software or firmware that is specifically disapproved by Cycom; (iv) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond System hardware specifications, or failure of air conditioning or humidity control; and (v) accident, misuse, or neglect, or causes not attributable to normal wear and tear. In addition, support excludes any Errors for which a correction is available in a subsequent Software release other than that currently operated by the Municipality and which has been made available to the Municipality by Cycom.

2. **Supported Versions.** The Services also specifically exclude support for any version of the Software, or of other software released by any third-party software vendor, which has reached its "end of primary support" (EOPS) date, as determined by Cycom. In order to continue to receive ongoing support Services hereunder for any software release which is beyond its EOPS date, the Municipality must upgrade to a currently supported software release. Notwithstanding the foregoing, the time period for continuing support Services hereunder for any such software release which is beyond its EOPS date may be extended by Cycom in its sole discretion.

9. Reinstatement of Lapsed Support

If the support and maintenance Services expire or are terminated due to the Municipality's failure to pay support and maintenance Services Fees, and the Municipality subsequently seeks to reinstate support and maintenance Services, the Municipality shall pay: (a) the cumulative support and maintenance Services Fees applicable for the period during which support and maintenance Services lapsed; (b) the support and maintenance Services Fees for the current period during which the Municipality has subscribed for support and maintenance Services; and (c) the then-current reinstatement Fee, as quoted by Cycom.

CYCOM
DATA SYSTEMS

Contact Persons:

Contact Person for Cycom:

Name:

Phone:

Email:

Contact Persons for Municipality:

Contact Person*	Name	Phone	Email
Account Holder			
Primary IT Contact			
System Administrator			
System Administrator			
System Administrator			

* The **Account Holder** is authorized to handle all matters related to billing.

The **Primary IT Contact** has full control over the computing resources which host the System. He or she will assist with System upgrades and maintenance or will be responsible for delegating such work to appropriate IT personnel.

System Administrators know the System's administrator password, can manage System security profiles for users, and are authorized to receive the Password of the Day (POTD) which enables them to deny or grant file access to specific users, overriding the System security profiles of the user(s). System Administrators are also authorized to grant approval for and schedule system upgrades or maintenance.

These are only informal descriptions.

[Signature page follows]

CYCOM
DATA SYSTEMS

        IN WITNESS WHEREOF, the Parties hereto have caused this MSA to be executed as of the dates accompanying the signatures below, and this MSA shall be effective as of the date on which this MSA first becomes fully executed by the authorized representatives of all Parties hereto (the "MSA Effective Date").

CITY OF LONG BEACH   CYCOM

Signature: _Linda F. Tatum_   Signature: _Bobby W. Jones II_

Print Name: _LINDA F. TATUM_   Print Name: _Bobby W. Jones II_

Title: _ASST CITY MANAGER_   Title: _President_

Date: _APRIL 28, 2023_   Date: _4/20/2023_

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
        4-28, 20 23
DAWN MCINTOSH, City Attorney

By_____
            RICHARD ANTHONY
PRINCIPAL DEPUTY CITY ATTORNEY