

Master Services Agreement

This Master Services Agreement (“Agreement”) is made by and between:

**City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277**

**Qusitive, LLC
1431 Greenway Drive, Suite 1000
Irving, TX 75038
(hereinafter “Qusitive”)**

and

(hereinafter “Client”)

Effective Date of this Agreement: September 19, 2023

In consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. Consulting Services

(a) As used in this Agreement, “Client” means the entity identified above, its parent (if any), and all legal affiliates, subsidiaries and divisions thereof. “Services” means and includes all services provided to Client by Qusitive or by any parent, subsidiary or legal affiliate of Qusitive (a “Qusitive Affiliate”) including, but not limited to, special studies, programming and application design and development, systems analysis and design, third-party program installation and integration, staff augmentation services, conversion and implementation planning, installation evaluation, strategic management consulting and other consulting services provided under the lead of the Client. “Deliverable” and “Deliverables” means and includes all new and original material including programs, source code, object code, Software (as hereinafter defined), data, technologies, drawings, models, designs, formulas, works of authorship, intellectual property rights, reports, documents and tangible items created for Client by Qusitive in connection with Qusitive’s performance of this Agreement and any associated Schedules.

(b) This Agreement is intended to be a “master” agreement, designed to apply to and support the full scope of Qusitive’s Services and Deliverables, and eliminate the need to execute additional agreements should Client request that Qusitive or a Qusitive Affiliate provide multiple Services or Deliverables over time. If any Services are provided to Client by a Qusitive Affiliate pursuant to a Schedule incorporating the terms and conditions of this Agreement, the term “Qusitive” shall be deemed to refer to the Qusitive Affiliate. The specific Qusitive Affiliate shall be solely responsible for its own

obligation and liability in connection with any such Schedule.

(c) Qusitive will perform the Services and provide the related Deliverables (if any) as specified and described in one or more separate Schedules, Statements of Work (“SOW”), Addendums, Subscription Agreements or other documents (whether electronic or hardcopy) serving a similar function (each a “Schedule” and collectively the “Schedules”). As needed, each Schedule will also set forth applicable terms such as project scope, delivery schedule, acceptance criteria, specifications, pricing, tasks to be performed by the parties and the roles and responsibilities of the parties.

(d) Each Schedule, when executed by an authorized representative of both parties, shall be deemed to incorporate therein all of the terms and conditions of this Agreement. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in a Schedule, the terms and conditions of this Agreement shall control, unless the parties have expressly provided in such Schedule that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such Schedule; and any such amendment shall have no application to Services provided pursuant to other Schedules.

(e) Client requests for any change in Services must be in writing; this requirement pertains to all such requests including but not limited to requests for changes in project plans, scope, specifications, schedule, designs and requirements. Qusitive will not be obligated to perform tasks described in Client’s request until the parties mutually agree in writing to the proposed change.

(f) The parties agree that transactions covered by any Schedule or SOW under this Agreement may be conducted by electronic means. Qusitive may elect to electronically generate and transmit Schedules to Client

through Quisitive's electronic system, by electronic mail (e-mail), portable document file (PDF) or by facsimile (fax). Any such fax, PDF or electronic transmission shall be subject to and exclusively governed by the terms and conditions set forth herein. The parties also agree that signatures for any Schedule transmitted by PDF scan, facsimile or other means of electronic communication shall be an acceptable means of providing such signature.

2. Term and Termination

(a) This Agreement will commence on its Effective Date (specified above) and will remain in effect until terminated as provided herein. Completion of any Services by Quisitive identified in any Schedule, or the absence of additional Schedules identifying Services requested by Client will not automatically terminate this Agreement or such Schedule(s) except as herein provided.

(b) Either party may terminate this Agreement for convenience (that is, without cause and for any reason or for no reason) following at least two weeks' prior written notice to the other party.

(c) Either party may terminate this Agreement and any Schedule(s) immediately and on delivery of written notice in the event the other party (i) becomes insolvent, is dissolved or liquidated; (ii) files or has filed against it a petition in bankruptcy; (iii) makes a general assignment for the benefit of its creditors; or (iv) ceases conducting business in the ordinary course.

(d) Either party may also terminate this Agreement in the event the other party fails to cure any default following written notice given under Section 15 of this Agreement and expiration of the ten (10) business day cure period identified therein.

(e) Unless otherwise agreed by the parties or earlier terminated in accordance with the provisions hereof, this Agreement will terminate on the expiration date of the Agreement as described in the applicable SOW. If Services under an applicable SOW continue past the date of any such termination, this Agreement will be deemed extended with respect to such Services.

(f) Upon any termination of this Agreement, Quisitive will cooperate with Client in effecting an orderly transition and shall be paid (and if applicable shall be entitled to recover payment) for all Services rendered through the date of termination (including for work-in-progress), plus, to the extent they cannot reasonably be eliminated, costs reasonably incurred in anticipation of performance of the Services, costs incurred in connection with canceling any secondary contracts Quisitive undertook in anticipation of performance of the Services, and costs incurred by assigning resources to projects that have been cancelled or suspended by Client. No termination will affect or limit Client's obligation to pay for Services provided prior to the effective date of termination, including those incurred in providing transition Services, which shall be prepaid at

Quisitive's request.

3. Charges

(a) Client agrees to pay time and materials charges in accordance with Quisitive's established rates and minimums in effect at the time the Services are rendered, or such other rates or amounts as may be specified in a Schedule executed by both parties. "Time and materials charges" means that Client will pay Quisitive for all the time spent performing Services hereunder, plus materials, taxes and expenses. Except as otherwise specified in an applicable Schedule, all charges, rate classifications and minimum hours are subject to change by Quisitive upon thirty (30) calendar days' prior notice to Client.

(b) Except as otherwise provided in an applicable Schedule, charges will be invoiced monthly and are due and payable within 45 days of Client's receipt of the invoice, or if acceptable credit is maintained by Client, within 45 days of Client's receipt of Quisitive's invoice, without deduction or setoff. If Client disputes Quisitive's charges, Client must notify Quisitive within 30 days of the date of the invoice containing the disputed charge. Client acknowledges and agrees that if Quisitive's invoice(s) are not paid in full in a timely manner, Quisitive shall have the right, upon thirty (30) calendar days' prior notice and thereafter in its sole discretion, to suspend and/or terminate Services and any work in progress under this Agreement, in addition to such other remedies it may have at law, in equity or elsewhere in this Agreement. Any such suspension or termination: (x) will not relieve Client of its obligation to pay all charges that accrued prior to such suspension or termination, (y) shall be without liability to Quisitive, and (z) will extend the due dates of Deliverable(s), if any, and other Services to the extent affected by such suspension or delay.

(c) The fees and other amounts payable pursuant to this Agreement are exclusive of, and Client shall pay, all federal, state, local, municipal or other sales, use, transfer, excise, intangible, property and other taxes and duties imposed with respect to the Services rendered, except for taxes based on Quisitive's income or capital. All such taxes paid by Quisitive (either as a matter of convenience to Client or pursuant to a legal requirement) will be invoiced to and paid by Client.

(d) Client agrees to reimburse Quisitive for all expenses reasonably incurred in providing Services; provided, however, that Quisitive obtains Client's written approval prior to incurring any expense. If Quisitive fails to obtain such written approval, the expenses will not be eligible for reimbursement by Client. Upon Client's request, Quisitive agrees to promptly provide Client with copies of receipts for expenses incurred on Client's behalf.

4. Responsibilities and Cooperation

(a) Each party will designate a primary contact person to manage the overall relationship

contemplated by this Agreement. The parties will meet regularly to set objectives, measure and monitor progress, and report and attempt to negotiate resolution of any pending disputes. Each party will also designate a primary contact person for each Schedule, who, for that particular Schedule, will (i) serve as project manager, (ii) be the initial point of contact for communications between the parties, and (iii) provide overall and day-to-day project management for the tasks covered by the Schedule. Either party may change its contact person by notifying the other party.

(b) Quisitive is committed to providing equal opportunity to all employees and applicants for employment. This commitment is reflected in all aspects of our daily operations. We recruit, hire, train, pay, promote and discipline employees without regard to race, color, sex, sexual orientation, religion, national origin, marital status, age, disability or veteran status. Equal employment opportunity is required by local, state and federal laws, and we request that our clients share our commitment to equal opportunity. This may include identifying, procuring and paying for any reasonable accommodation that may be required for a disabled consultant to perform his or her essential job functions while at a client site or on client property.

(c) Client will provide Quisitive with all information relevant to the Services to be performed hereunder, will provide an environment where consultants can work efficiently, and will cooperate and provide Quisitive with all assistance as may reasonably be required to properly perform the Services. Client acknowledges that its timely provision of and access to office facilities, network and infrastructure facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services, and that Quisitive will not be liable for any deficiency in providing Services if such deficiency results from Client's failure to provide Cooperation. Furthermore, Client acknowledges that such delays or deficiencies in providing Services shall be subject to change orders and may result in additional charges for the Services.

(d) Client will retain general supervision, management, direction and control over its tasks or functions on which Quisitive's personnel work or assist when providing Services.

5. Security Standards

(a) Quisitive's policy is to avoid the use, storage, recording or maintenance, and not accept the disclosure, of sensitive or personally identifiable information (such as Social Security numbers, telephone numbers, salary data, health care information and other personal data). It is the Client's obligation to develop, implement and maintain a comprehensive information security program;

to comply with all laws, regulations and rules that apply to its business; and either (i) to provide any sensitive or personally identifiable information in masked/de-identified form only for all testing purposes, or (ii) to address, in the applicable Schedule or Statement of Work, the implementation of measures intended to restrict the use of personally identifiable data and to comply with all applicable data privacy laws.

(b) Quisitive will use commercially reasonable efforts to prevent the introduction by Quisitive of any Viruses (defined as any known Trojan Horse, back door, time bomb, drop dead device, worm, virus or other code of any kind that may disable, erase, display any unauthorized message or otherwise impair the Deliverables or Client's software, or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of Client). A Virus is considered known when widely used commercial antivirus scanning engines can detect the virus and the detection capability is available throughout the Client's network. To implement these measures Quisitive personnel will use commercial anti-virus products with a current anti-virus engine and real-time protection enabled that uses definitions not more than five (5) business days old. The foregoing obligations (A) shall be void if any Deliverable or any aspect of Client's software is modified by or through Client or if the Virus results from a purposeful infection by Client, and (B) do not apply to forms of email or website abuse generally not considered to be malware (such as spam, phishing and other scams, adware and forms of spyware, which due to their targeted nature or limited use are not known to the anti-virus community and thus not tracked by anti-virus products as a virus). Quisitive will cause its personnel to comply with all of Client's lawful standards and procedures when working on-site at Client's facilities, including standards and procedures relating to security, provided that Quisitive is given prior notice of such.

(c) For its internal IT and security policies Quisitive maintains a security plan designed and implemented consistent with frameworks from the SANS Institute and such other matters it deems necessary in light of its customers' requirements.

(d) Quisitive will execute all documents required by Client for access to Client's computing environment or other restricted access area. If any Quisitive personnel are granted remote access to Client's network, or are telecommuting in any capacity, Quisitive acknowledges that such person(s) may then be subject to additional Client data security requirements.

(e) Quisitive will maintain records of any known security breaches in accordance with commercially accepted industry practices, and will make such records available to Client upon request. In the event of any security breach, Quisitive will promptly notify Client's information security officer of such security breach, and will promptly coordinate with Client security personnel to

investigate and remedy the security breach. Except as may be strictly required by applicable law or regulation, Quisitive agrees that it will not inform any third party, excluding its legal advisors, insurance carrier and those parties engaged to assist in resolving the security breach, of Client's involvement in any such security breach without Client's prior written consent; however, if such disclosure is required by applicable law or regulation, Quisitive agrees to work with Client regarding the content of such disclosure so as to minimize any potential adverse effect upon Client and its customers.

(f) Quisitive, for itself and all Quisitive personnel, shall establish and maintain safeguards against the destruction, loss, alteration of or unauthorized access to Confidential Information in the possession of Quisitive personnel. Quisitive shall implement Client-requested changes to such safeguards as may be mutually agreed by the parties in an applicable Statement of Work.

6. Confidential Information

(a) Each party acknowledges that during the term of this Agreement it may obtain or be provided with access to confidential or proprietary information of the other party ("Confidential Information"). The term "Confidential Information" means and includes any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with the performance of this Agreement and (i) which are labeled as confidential or proprietary, (ii) if orally disclosed are referenced in a writing within 30 days after such oral disclosure noting the confidential nature of the oral disclosure or (iii) information that, under the circumstances surrounding its disclosure or the content of the information, should in good faith reasonably be treated as confidential. Confidential Information includes all (x) trade secrets, (y) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (z) information relating to business plans, sales or marketing methods, customer lists or requirements, and content and financial terms of this Agreement.

(b) During the term of this Agreement and for a period of three (3) years thereafter (or longer if otherwise required or provided by federal or state laws or regulations regarding trade secrets, protected health information and personally identifiable financial information), subject to the provisions of this Section 6 neither party may use or disclose the Confidential Information of the other party except under the terms hereof. The receiving party will secure and protect such information in a manner consistent with the maintenance of the disclosing party's rights therein and will take appropriate action by instruction or agreement with its employees and agents who are permitted access to such information to satisfy its obligations

hereunder. Each receiving party (i) shall not use the Confidential Information of the other party for any purpose except as expressly contemplated under this Agreement or any Schedule and (ii) shall limit disclosure of the Confidential Information of the other party to those of its employees and permitted subcontractors (including their employees and independent contractors) having a reasonable need to know such Confidential Information for the proper performance of its obligations hereunder (provided that such persons and entities are subject to non-disclosure obligations no less restrictive than those contained in this Section 6).

(c) The foregoing confidentiality obligations do not apply to, and Confidential Information shall not include, any information which belongs to the receiving party or is (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement, (ii) publicly known or becomes publicly known through no unauthorized act of the receiving party, (iii) rightfully received from a third party, (iv) independently developed by the receiving party without use of the other party's Confidential Information, (v) disclosed without similar restrictions to a third party by the party owning Confidential Information, (vi) approved by the other party for disclosure, or (vii) required to be disclosed pursuant to law, including without limitation the California Public Records Act; (viii) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; (ix) disclosed as part of the Client's customary contract approval process

(d) Each party acknowledges and agrees that any breach of the restrictions and covenants identified in this Section 6 could lead to irreparable harm to the disclosing party, and that in the event of such breach or threatened breach, the disclosing party shall be entitled to seek injunctive relief or other available equitable remedies, without the requirement of posting any bond or providing other security.

7. Intellectual Property

(a) Unless otherwise provided in an applicable Schedule or Statement of Work, each Deliverable is a specially commissioned work which shall be deemed and considered a "work made for hire" for purposes of the copyright laws of the United States. Subject to paragraph 7(c) below and contingent upon full and final payment of all amounts due hereunder, the copyright to all Deliverables and all right, title and interest in and to the Deliverables shall vest in the Client as sole author thereof.

(b) To the extent that (i) any of the Deliverables may not by operation of law be deemed works made for hire, or (ii) ownership rights with respect to any Deliverable may not vest in Client as contemplated hereunder, then, in each such case, subject to paragraph 7(c) below and contingent upon full and final payment of all amounts due

hereunder, this Agreement will automatically operate as a grant and agreement by Quisitive to grant, transfer, sell and assign to Client all right, title and interest therein and Quisitive agrees to assign any and all copyright in such works to Client upon final payment of any Deliverable hereunder or the related Services. At Client's request and expense, Quisitive agrees to provide Client all reasonable assistance and to execute all documents as may be reasonably requested by Client to perfect, preserve, register and/or record Client's rights in any such Deliverable.

(c) Client acknowledges that Quisitive has created, acquired or otherwise has significant and valuable rights in certain pre-existing intellectual property and Deliverables, including "Quisitive Development Tools," "Quisitive Methods" and "Quisitive Foundational Applications" (as such terms are defined below) (collectively, "Quisitive IP").

(d) For purposes of this Agreement:

(1) "Software" means all original computer software, computer programs, source code, object code, algorithms and related documentation created under and to be delivered pursuant to this Agreement. "Software" does not include any third party software, "Quisitive Development Tools" or "Quisitive Foundational Applications."

(2) "Quisitive Development Tools" means pre-existing materials Quisitive has developed that are used in the creation of the Software but that are not themselves incorporated into the Software, including, but not limited to, compilers and testing tools.

(3) "Quisitive Methods" means methodologies, concepts, structures, techniques, processes, and the tools or utilities and content associated with such methods, including, but not limited to, configurations, templates, algorithms, formulas, inventions, developments, discoveries, improvements, source or object code, data, databases, applications, engine protocols, routines, models, displays and manuals.

(4) "Quisitive Foundational Applications" means that portion of the Software which (A) has general application for use in providing a foundation for creating software or establishing a connection to other software platforms and/or general design, architecture or similar applications (such as algorithms, frameworks, utilities, routines, components, design patterns and templates); and (B) does not rely on any Client confidential information protected under Section 6 hereof.

(e) Client acknowledges that in providing Services under this Agreement, Quisitive may utilize and/or incorporate Quisitive IP. Client agrees that all Quisitive IP is proprietary to Quisitive and will remain Quisitive's sole property (including any and all additions, enhancements, improvements or other modifications thereto, whether or not made during the performance of the

Services). "Solution" or "Solution as a Service" or "SaaS" means Quisitive-developed solution offerings and are considered Quisitive IP. If a Catapult Solution is included in the Services provided to Client, the Solution terms and conditions will be detailed in a separate Addendum.

(f) Contingent upon full and final payment of all amounts due hereunder, Quisitive grants Client a restricted, royalty-free, non-exclusive, non-transferable and perpetual license to use the Quisitive IP for Client's use in any Software (as defined above) delivered to Client by Quisitive hereunder (including any derivative thereof), and not on a standalone basis.

(g) Except for the licenses expressly granted herein, all right, title and interest in and to all Quisitive IP is retained by Quisitive. No other licenses, sublicenses or rights with respect to Quisitive IP are granted, either directly or indirectly, by implication, estoppel or otherwise.

(h) Provided that no Confidential Information of Client is used in connection therewith, this Agreement will not preclude Quisitive from providing or developing Services which are competitive to Services which might be delivered to Client pursuant to this Agreement, irrespective of any similarity; nor will it preclude Quisitive from rendering similar Services or providing similar materials to the Deliverables for any other person or entity, including a competitor of Client and including utilization of any aspect of Quisitive's IP. Additionally, Quisitive personnel shall remain free to use and employ their general skills, know-how and expertise related to information technology (including ideas, concepts, methods, know-how and techniques), so long as such use does not disclose Confidential Information of Client in breach of this Agreement. This use will not grant Quisitive any rights under Client's intellectual property and does not require payment by Quisitive of royalties or a separate license.

(i) Notwithstanding anything to the contrary in this Section 7 or elsewhere in this Agreement, the parties expressly agree that – (i) the designation of any Deliverable as a specially commissioned work (a "work-made-for-hire"), (ii) Client's ownership rights in and to any Deliverable and (iii) Client's license to use Quisitive IP – are each expressly subject to and contingent upon full and final payment by Client of all amounts due and properly payable to Quisitive hereunder.

(j) Client's interest in, and obligations with respect to, any software, programming, materials or data obtained by Client from third-party vendors, regardless of whether or not obtained with the assistance of Quisitive, will be determined in accordance with the agreements and policies of such vendors; and Client assumes all liability and other responsibility for compliance with those requirements.

8. Service Estimates and Personnel

(a) Quisitive makes no estimate of cost or

completion dates, other than any estimates expressly set forth in an applicable Schedule. The parties agree that scheduling and delivery dates contained in a Schedule are important objectives to achieve, but nonetheless represent estimates that are subject to revision during the course of providing Services. The dollar amount reflected in any estimate can vary, sometimes substantially. Cost estimates are made in good faith based on information furnished by Client and do not constitute Qusitive's agreement to furnish time and materials for a certain price or for a "not to exceed" price, but instead are provided solely for Client's preliminary budgeting and Qusitive's resource scheduling purposes. Except as otherwise provided in an applicable Schedule, all Services under this Agreement are provided on a time and materials basis only. Qusitive will update its estimates at Client's request.

(b) Qusitive agrees to use commercially reasonable efforts to provide qualified personnel in accordance with service estimates provided to Client in an applicable Schedule. Qusitive will make every reasonable effort consistent with sound business practices to honor the specific requests of Client with regard to the assignment of its employees; however, Qusitive reserves the sole right to determine the assignment of its employees. Should any personnel be unable to perform scheduled Services due to any causes beyond Qusitive's reasonable control, Qusitive will attempt to replace such employee within a . Provided that no Confidential Information of Client is used in connection therewith, Qusitive personnel working under this Agreement shall remain free to perform similar Services for others (including competitors of Client) during or after the term of this Agreement.

9. Personal Injury and Property Indemnification

(a) Qusitive and Client, each as indemnitor ("Responsible Party"), shall indemnify, defend and hold harmless the other as indemnitee ("Indemnified Party") from and against all third-party claims and directly resulting judgments, liabilities, damages, costs and expenses including reasonable attorneys' fees and disbursements for bodily injury (including death to persons and damage) or loss or destruction of real or tangible personal property to the extent directly and proximately caused by the Responsible Party's negligent, reckless or willful acts or omissions in connection with the performance of this Agreement, provided that: (i) the Indemnified Party notifies the Responsible Party in writing within thirty (30) calendar days of the claim; (ii) the Responsible Party has primary control of the defense and all related settlement negotiations and agreements; and (iii) the Indemnified Party provides the Responsible Party with the assistance, information and authority reasonably necessary to perform the above.

(b) Qusitive's entire, aggregate and cumulative liability under this Section 10 for indemnification for personal injury and damage to tangible property shall be limited to the proceeds if any available under the insurance

policies identified in Schedule 14 contained herein.

(c) This Section 10 states the parties' entire liability and exclusive remedy for personal injury and damage to tangible property.

10. Infringement Indemnification

(a) Qusitive shall indemnify, defend and hold harmless Client from and against any costs and damages awarded against the Qusitive by a court pursuant to a final judgment as a result of any claim asserted by an unaffiliated third-party alleging that any information, design, specification, instruction, software, data or material furnished by Qusitive ("Material") and used by Client pursuant to this Agreement infringes a valid U.S. copyright or trade secret of such third party..

(b)

11. Warranty and Disclaimers

(a) **Services Warranty:** Qusitive warrants that all Services provided hereunder will be performed in a manner consistent with generally accepted information technology consulting industry practices applicable to such Services. Client must report any deficiencies in the Services to Qusitive in writing within thirty (30) calendar days of the performance of such Services in order to receive corrective warranty remedies as set forth in Section 12(b) below.

(b) For breach of the above Services warranty, Client's first remedy will be Qusitive's re-performance of the Services. If Qusitive is unable to re-perform the Services as warranted, Client's second and final remedy will be to recover the equitable portion of the fees paid to Qusitive for the deficient Services in an amount not to exceed the total amount paid or payable for Services under the applicable Schedule or Statement of Work to which such warranty claim applies. **The foregoing states Client's exclusive remedies for breach of warranty with respect to Services provided, and Qusitive's entire liability therefor.**

(c) **Deliverables Warranty:** With respect to any Deliverable (excluding any Client-provided or third-party materials), Qusitive warrants that at the time of delivery and for a period of thirty (30) days following acceptance by Client of the particular Deliverable ("Warranty Period"), the Deliverable will materially conform to the applicable Specifications and Acceptance Criteria (if any). *Specifications* means (i) with respect to any software, the description of functional, technical, design and performance characteristics for the software, and (ii) with respect to any other item, the description of such characteristics of the item as may be necessary or relevant for determining that the item is complete and otherwise free of errors or defects. *Acceptance Criteria* means the criteria (including the applicable Specifications, test data, test conditions and exception conditions) that constitute the basis for determining the completion of all tasks and any sub-tasks

comprising all project milestones, and for evaluating the Deliverables for acceptance. Client must report any alleged defects or other deficiencies in any Deliverable within thirty (30) calendar days of Quisitive's completion and submission of the applicable Deliverable. Unless otherwise specified in an applicable Statement of Work, all Deliverables are deemed accepted unless expressly rejected by Client within thirty (30) calendar days after submission for approval, and after acceptance any subsequent Services provided with respect to such alleged warranty defects or otherwise shall be provided at Client's expense and on a time and materials basis at Quisitive's then-current rates.

(d) For breach of the above Deliverables Warranty and during the Warranty Period, Client's first remedy will be for Quisitive (as soon as reasonably practical and at no charge to Client) to furnish such materials and services as may be required to correct any nonconformity or defect in the Deliverable(s) and to maintain the Deliverable(s) in good working order in accordance with the applicable specifications. If within a commercially reasonable period of time Quisitive is not able to correct the nonconformity or defect as warranted, Client's second and final remedy will be to recover the fees paid to Quisitive for the deficient Deliverable in an amount not to exceed the total amount paid or payable for such Deliverable under the applicable Schedule or Statement of Work to which such warranty claim applies. **The foregoing states Client's exclusive remedies for breach of warranty with respect to any Deliverable, and Quisitive's entire liability therefor.**

(e) **THE WARRANTIES IDENTIFIED IN THIS SECTION 12 ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE FOR SERVICES AND/OR DELIVERABLE(S), AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. QUISITIVE DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(f) QUISITIVE DOES NOT WARRANT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR THE PRODUCTS OR SERVICES OF ANY THIRD PARTY. IN THE EVENT CLIENT ASSIGNS, LICENSES, SUBLICENSES, RESELLS, TRANSFERS OR REUSES FOR THE BENEFIT OF ANY THIRD PARTY ANY APPLICATION OR OTHER DELIVERABLE PROVIDED BY QUISITIVE TO CLIENT, QUISITIVE WILL HAVE NO LIABILITY OR OTHER RESPONSIBILITY TO SUCH THIRD PARTY FOR ANY DEFECTS, FLAWS, PROGRAMMING ERRORS, INEFFICIENCIES OR MALFUNCTIONS THEREIN EXPERIENCED BY SUCH THIRD PARTY,

AND CLIENT AGREES TO AND WILL FULLY INDEMNIFY QUISITIVE AGAINST ANY CLAIMS, LOSSES, LIABILITIES, AWARDS, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND EXPENSES ASSERTED BY A THIRD PARTY BASED ON ANY SUCH DEFECTS, FLAWS, PROGRAMMING ERRORS, INEFFICIENCIES OR MALFUNCTIONS. QUISITIVE IS NOT RESPONSIBLE FOR MODIFICATIONS BY CLIENT OR ANY THIRD PARTY TO ANY DELIVERABLE PROVIDED BY QUISITIVE HEREUNDER.

12. Limitations on Liability and Damages

The following provisions shall apply to and shall govern any claim, action, demand, judgment or proceeding based on, arising out of, related to or in any manner connected with this Agreement or the subject matter hereof, regardless of the form of action:

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR (1) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND, OR (2) DAMAGES OF ANY KIND FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, HOWEVER ARISING, WHETHER IN AN ACTION IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY OR ANY OTHER PERSON COULD REASONABLY HAVE FORESEEN THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

(b) If Quisitive has been engaged by Client to install, implement, integrate, maintain or upgrade a third-party software program or application ("Third Party Software"), Client acknowledges that Quisitive is not the author, developer, provider or seller of such Third Party Software, but instead has been retained by Client solely to install, implement, integrate, maintain or upgrade such Third Party Software in Client's current computing environment. As such, Client agrees that Quisitive will not be liable or otherwise responsible for any defects, flaws, programming errors, inefficiencies or malfunctions in any such Third Party Software, or for any lack of functionality in or non-performance of the Third Party Software. Client agrees: (i) that its exclusive remedies with respect to any Third Party Software will be against the vendor or provider thereof; (ii) not to assert against Quisitive any claim based on or related to Client's use of any Third Party Software; and (iii) that its use of any Third Party Software will be governed solely by the terms of Client's license agreement with the provider of such Third Party Software.

(c) No action, claim or proceeding, regardless of form, based on, relating to or arising out of the Services provided under this Agreement may be

brought by either party more than one (1) year after the expiration of this Agreement.

13. Insurance

During the performance of any Services for Client pursuant to this Agreement, Quisitive agrees to maintain at its expense, for itself and its employees or certain contractors, the liability insurance policies identified on Schedule 14 contained herein. Quisitive will provide Client with insurance certification thereof upon Client's request.

14. Subcontractors

Quisitive may use subcontractors from time to time in performing Services hereunder.

15. Default; Remedies

Except for terminations that are automatically effective and complete on notice by the terminating party, for which the provisions of this Section 16 do not apply, in the event of default of any of the terms hereof the party claiming the default will give the defaulting party written notice specifying the general conditions of default. If the defaulting party fails to cure the default or provide a feasible plan for curing the default within ten (10) business days after such notice is given, the party claiming the default may terminate this Agreement (without prejudice to the terminating party's rights) or assert such remedies as may be available at law, except as expressly limited by the terms of this Agreement.

16. General

(a) Client acknowledges and agrees that Quisitive has been retained to act solely as a consultant to Client and not as a fiduciary. This agreement does not involve any transactions in goods.

(b) Quisitive will act at all times under this Agreement as an independent contractor, and nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment-related taxes, withholdings or benefits.

(c) This Agreement (together with any Schedules now or hereafter executed) is an integrated written agreement expressing the entire and complete agreement between the parties with respect to the subject matter addressed. As such, this Agreement and any Schedules now or hereafter executed by the parties constitute and will constitute the complete and exclusive statement of terms and conditions of the agreement between the parties for the work described herein and in applicable Schedules, and supersede all oral or written proposals and all other communications between the parties relating to the subject matter thereof (including but not limited to any prior non-disclosure agreements between the parties). Client specifically acknowledges and agrees that it did not enter into this

Agreement in reliance upon any agreement, promise, representation, proposal or understanding made by or on behalf of Quisitive that is not expressly contained herein.

(d) This Agreement and any Schedules executed pursuant to this Agreement cannot be altered, amended or modified except in writing referencing the express intent to modify or waive the provisions of this Agreement, executed by an authorized representative of each party. This Agreement will be governed by and construed in accordance with the internal laws of the State of California, applicable to contracts accepted and to be performed within California, and without regard to California's conflicts of laws provisions. For purposes of this Agreement and any controversy arising hereunder, Client hereby irrevocably consents to the jurisdiction and venue of applicable federal or state courts located in Dallas County, Texas and agrees to commence any litigation exclusively in such courts, other than any actions brought to compel the protection or other enforcement of Client's rights in confidential information, which may be brought in any court of competent jurisdiction.

(e) This Agreement may not be assigned by either party, in whole or in part, without the express written consent of the other, which consent shall not be unreasonably withheld. The benefits and obligations of this Agreement shall be binding upon and inure to the benefit of Quisitive, Client and each party's successors and permitted assigns. Nothing contained or implied herein is intended or shall be construed to convey upon any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the parties to this Agreement and is not intended to convey any rights or benefits to any third party. There are no third party beneficiaries of this Agreement.

(f) In the event of any dispute, claim, question or disagreement based on, arising from or relating to this Agreement or the breach or claimed breach thereof (except for matters related to confidentiality or intellectual property rights or the collection by Quisitive of any amounts due hereunder), the parties will use reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, each party shall designate an individual with authority to settle the dispute, and such persons shall consult and negotiate with each other in good faith in an attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a reasonable period of time, then any controversy or claim arising out of, relating to or based on this Agreement, or the breach or claimed breach thereof (except for matters related to payment, confidentiality or intellectual property rights or the collection by Quisitive of any amounts due hereunder), will be settled by arbitration, administered in the metropolitan area in which the Quisitive office responsible for performance of this Agreement is located, by the American Arbitration Association in accordance with its

Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If an action relating to this Agreement has been commenced in any court by a third party, Client and Quisitive will each have the option of presenting any controversy or claim relating to this Agreement, or the breach or claimed breach thereof, in such court in lieu of arbitration. This arbitration obligation and choice of forum does not prevent either party from seeking injunctive relief from a court in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations, or to collect any amounts due under this Agreement.

(g) The prevailing party in any action, proceeding or arbitration brought under or in connection with this Agreement shall be awarded reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

(h) Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then three business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth above. Notices under this Agreement delivered via facsimile machine (tele copier) shall be deemed given on the next business day after having been transmitted with confirmation of delivery by the sending machine. Notices under this Agreement given by e-mail shall be deemed given as of the time that receipt can be confirmed and documented by the sender thereof. Notices under this Agreement delivered via courier shall be deemed given on the next business day after having been provided to a nationally recognized courier for overnight delivery.

(i) Apart from the payment of any amounts due, neither party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control if such party uses reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party. No delay or failure of either party to exercise any right or remedy will operate as a waiver thereof.

(j) Should any provision of this Agreement be held to be invalid, illegal or unenforceable, the balance of this Agreement will remain in full force and effect if the essential terms and conditions for each party remain valid, binding and enforceable.

(k) All provisions of this Agreement that, by their nature and content, should survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement, shall so survive and continue to bind the parties. Each party represents and warrants to the other that the individuals executing this Agreement and all other documents to be executed pursuant hereto have the full

power and authority to do so.

(l) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. To expedite order processing, both parties agree that the other party may treat e-mails, facsimiles (faxes) and portable document files (PDFs) as original documents; nevertheless, either party may request that the other exchange original signed documents for memorialization purposes.

(m) **Client's acceptance must be limited to these terms and conditions and any applicable Schedule. It is expressly agreed that the terms and conditions of this Agreement and any applicable Schedule supersede the terms of any Client purchase order, request for proposal (RFP) or other communications, which shall have no legal force or effect unless accepted, executed and delivered as an amendment in the manner specified in Section 17(d) above.**

(Signature Page Below.)

The foregoing is agreed to and accepted:

Quisitive, LLC

By: _____

Name (printed): _____

Title: _____

Date: _____

City of Redondo Beach ("Client")

By: _____

Name (printed): William C. Brand

Title: Mayor

Date: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Schedule 14 to Master Services Agreement

Liability Insurance Policies		
General Liability		
General Aggregate		\$2,000,000
Each Occurrence		\$1,000,000
Automobile		
Hired and Non-Owned		\$1,000,000
Workers' Compensation		
Coverage & Limits		Statutory
Umbrella		
General Aggregate		\$5,000,000
Each Occurrence		\$5,000,000
Professional Liability		
Aggregate Limit		\$3,000,000
Each Claim Limit		\$3,000,000
#####		

Statement of Work

BY SIGNING BELOW, City of Redondo Beach ("CLIENT") ACKNOWLEDGES AND AGREES THAT THE FOLLOWING AGREEMENT SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT ("MSA") BETWEEN QUISITIVE AND CLIENT.

The parties expressly acknowledge that any purchase order terms or other communication regarding different terms will not modify or supplement this Agreement or the contract terms in the MSA. All terms and conditions of the MSA including (but not limited to) warranties, disclaimers of warranty and limitations on liability, are expressly incorporated herein by reference.

Quisitive Contacts:

Tony Sciacca , Account Exec

Bryan Dehner, Practice Manager

1. Scope: Staff Augmentation

Quisitive will provide one or more Consultants to participate in this engagement under Client direction. Consultants will focus on the following areas:

- Microsoft Digital Workplace assistance
- Security and SSO recommendations
- Endpoint management

2. Fees

The Services specified above will be provided at the agreed to rates and time frames for each Quisitive consultant as stated below.

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Role	Hourly Rate	Expected Start Date	Expected Duration	Expected Hours per Week
Infrastructure Consultant	\$200.00	TBD	12 months	TBD
Azure AD Consultant	\$200.00	TBD	12 months	TBD
Delivery Oversight	\$200.00	TBD	12 months	TBD

Resources will be remote.

In no event shall the total amount paid under this Agreement exceed \$30,000.00

This Agreement shall commence September 19, 2023 and expire September 18, 2024 unless extended by written mutual amendment.

The roles shown in this Agreement will be provided at the Hourly Rates for each Quisitive consultant as stated. Quisitive resources shall remain engaged at Client under this Agreement working the full number of Expected Hours per Week (shown above), until a written amendment modified or cancels this Agreement.

Oversight and coordination tasks:

- Ensure expectations are met and the definition of tasks is sufficient for the engagement.
- Help communicate and document for quality delivery as needed.
- Review tasks and priorities defined and make sure team is aligned.
- Attend Scrum or other related meetings with the team as needed.
- Manage PTO and holiday communication to Client.
- Guide the team member(s) to perform and provide clarity for technical issues when needed if they are blocked, especially during local hours.

- Check on consultant performance and take measures for any improvements.

3. Terms of Service

- Client will submit work requests via email for Quisitive consultants. Once a request is accepted, Quisitive shall commence the work scheduled to start in 2-4 weeks.
- Quisitive shall schedule and invoice work requests for a minimum of 8 hours per request.
- Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Quisitive prior to the project commencement. Any Client prerequisites will be billable time.
- Client will ensure availability of any required hardware and software.
- An Annual Fee of \$5,000 is required to initiate this agreement. Hours consumed under the work requests will be applied against the Annual Fee.
- Services requested in excess of the Annual Fee funds will be billed at the above stated time and materials rates.
- Services are billed at the rate specified in this agreement with a minimum billing increment of one half (1/2) hour.
- Services are provided on a best effort basis.

4. Assumptions

- Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Quisitive prior to the project commencement. Any Client prerequisites will be billable time.
- Client ensures availability of any required hardware and software.

5. Payment For Services

The Services specified above are provided on a **time and materials** ("T&M") basis. All fees and expenses will be invoiced in accordance with the terms specified in the MSA.

6. Acceptance

CLIENT	QUISITIVE
Signature:	Signature:
William C. Brand	Teri Burmeister
Printed Name:	Printed Name:
Mayor	SVP, Consulting Services
Title:	Title:
Date:	Date:

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney