

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is between **Caylent Inc.**, a Delaware corporation, with offices at 4521 Campus Drive, #344, Irvine, California, 92612 ("Caylent") and **City of Redondo Beach**, a chartered municipal corporation with principal offices at 415 Diamond Street, Redondo Beach, CA 90277 ("Client"). Caylent and Client are each a "Party" and collectively are "Parties" to this Agreement. This Agreement is effective as of the date it is last signed by the Parties below ("Effective Date").

1. STATEMENTS OF WORK & CHANGE ORDERS.

1.1. Statement of Work. Following execution of this Agreement, Caylent and Client shall in good faith negotiate and enter into one or more supplemental documents, each identified as a "Statement of Work" (abbreviated "SOW"), which shall identify the scope of the services to be provided by Caylent (the "Services"), any deliverables related to such Services, if applicable (the "Deliverables"), the estimated schedule of performance, and the estimated costs associated with such Services and Deliverables. If any term within a SOW conflicts with any provision in this Agreement, then the term within the applicable SOW shall prevail.

1.2 Change Orders. If during performance of work under a SOW, Client requests a material change to the Services or the Deliverables, or if Caylent anticipates that the schedule or estimated costs set forth in a SOW are inaccurate, Caylent shall submit proposed revisions for Client's review. If Client and Caylent agree on the scope of the revisions, Caylent will send Client a "Change Order" document to confirm the changes. Change Orders will become effective as of the date that they are signed by authorized representatives of both Caylent and Client.

1.3 Affiliate Contracting. Client's Affiliates may, upon executing a SOW and agreeing to be bound by the provisions of this Agreement, purchase Services from Caylent. Upon execution of a SOW by Caylent and the Affiliate(s), the Affiliate(s) will be bound by the provisions of this Agreement as if they were an original party hereto. Notwithstanding the foregoing, Client shall remain responsible and liable for the actions and omissions of its Affiliates and its Affiliates obligations pursuant to this Agreement. For purposes of this Agreement, "Affiliate(s)" shall mean an entity controlling, controlled by or under common control with a Party to this Agreement at any time during the Term of this Agreement, for so long as such ownership and control exists.

2. PRICING.

2.1 Invoicing & Payment. Client agrees to pay Caylent the fees and expenses described in each SOW. Unless otherwise set out in the applicable SOW, Caylent will invoice Client monthly in arrears for Services performed during the preceding month. Payment of each invoice shall be due net thirty (30) from the receipt of each invoice unless otherwise agreed in the applicable SOW. All payments due to Caylent shall be submitted electronically (via ACH) or by check, and in US Dollars.

2.2 Reimbursable Expenses. The Parties acknowledge that Client is responsible for any Amazon Web Services ("AWS") service charges related to the Services performed by Caylent under a SOW (whether incurred in Client's AWS account, or a Caylent-owned AWS account when requested by Client).

2.3 Disputed Charges. Client shall remit full payment for all invoices without offset. If there is a dispute over a charge within a particular invoice, within thirty (30) business days of receipt of such invoice, Client shall notify Caylent in writing (at billing@caylent.com) of the reason why payment of said invoice (in whole or in part) is in dispute. If an invoice is not disputed within the 30-day period, such invoice shall be deemed accepted by Client. In the event only part of the invoice is in dispute, Client shall pay the remainder of the contested invoice in accordance with the payment terms cited herein. Upon resolution of any disputed invoice, Client shall pay the amount agreed to by the Parties within thirty (30) business days after resolution of such dispute.

2.4 **Late Payment.** In the event that Client does not make an undisputed payment when due, Caylent may suspend Services for non-payment of undisputed amounts, provided however that prior to suspension, Caylent will issue a Notice to Suspend Services for Non-Payment ("Suspension Notice") and reference the applicable invoice(s). If Client does not pay Caylent within five (5) business days from receipt of the Suspension Notice, Caylent may in its discretion suspend the Services and/or terminate the applicable SOW. Client must reimburse Caylent for any third party fees and costs associated with collection of any past due balances.

2.5 **Taxes.** Charges, fees and other amounts payable under this Agreement and all SOWs exclude applicable taxes (including VAT) and such amounts shall be paid free and clear of any deduction or withholding (except as required by law), provided that if any deduction or withholding is required by law to be made from any payment due from Client under this Agreement, the amount of such payment shall be increased to an amount which will, after such deduction or withholding has been made, leave Caylent with the same amount as it would be entitled to receive under this Agreement or SOW, as applicable, in the absence of any such deduction or withholding. For the avoidance of doubt, Client shall be responsible for the payment of all taxes associated with provision and use of the Services.

3. **RESOURCES.**

3.1 **Background Screening.** Caylent represents and warrants that it has performed a thorough pre-employment background check for all Caylent employees that will be involved in performance of Services under this Agreement. All such background checks have been completed by a third-party background investigation firm in compliance with all federal and state statutes (or the international equivalent), and involve the following: (a) performance of a multi-jurisdictional public criminal records search in all counties where the employee has resided, worked, or attended school in the past seven (7) years; (b) performance of a search of an employee's connection to his/her social security number (or national identification number) to determine if there is any background information that was not reported by that individual during a multi-jurisdictional search; (c) performance of a search for an employee's presence on the Domestic Terror Watch List; and (d) performance of a search for an employee's presence on any Registered Sex Offender List. Given the foregoing, CLIENT AGREES THAT CLIENT SHALL NOT BE PERMITTED TO CONDUCT BACKGROUND CHECKS ON ANY CAYLENT RESOURCES WITHOUT CAYLENT'S PRIOR WRITTEN CONSENT IN EACH INSTANCE.

3.2 **Caylent Resources.** Caylent resources will be assigned to perform Services as set out in the applicable SOW ("Resource(s)"). In the event a Resource must be reassigned or replaced, Caylent will make reasonable efforts to provide Client at least two weeks' advance notice of any such changes. Caylent will ensure an incoming replacement Resource of materially equivalent skill and expertise is onboarded with full access prior to assuming duties on SOW at no additional cost to Client. In the event that Client would like to request the replacement of a Resource, Client shall notify Caylent in writing. Promptly after receipt of such notice, Caylent shall review the request and determine if a replacement Resource is warranted, or if an alternative solution can be put in place. If a replacement Resource is warranted, Caylent will assign a replacement Resource of materially equivalent skill and expertise to the engagement as soon as possible. In the event a Resource requests to be removed from Client's project due to work-environment issues, the Parties will attempt to resolve through senior leadership collaboration or resource replacement. Caylent reserves the right to terminate the applicable SOW upon thirty (30) days' notice to Client in the event that such issues cannot be resolved.

3.3 **Compensation.** Caylent is responsible for all Caylent Resources and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. **SERVICES & DELIVERABLES.**

4.1 **Acceptance.** To the extent a SOW outlines any Services and/or Deliverables, Client's approval or rejection of the Deliverables will be as follows:

- (a) Caylent will review stories and acceptance criteria with Client during an initial sprint planning meeting. Upon the conclusion of each weekly sprint, Caylent will review the completed stories with Client stakeholders. If the stories meet the agreed upon acceptance criteria (as defined at the commencement of the sprint), they shall be marked complete. If they do not meet the agreed upon acceptance criteria, they will be marked incomplete and worked on during a subsequent sprint. All Services are deemed accepted two (2) business days after the completion of the sprint in which the Services were performed unless Client specifically comments on the Services prior to such date. No Services shall be deemed accepted while any communicated material defects remain open.
- (a) Documentation related Deliverables will be provided to Client two (2) business day in advance of the weekly sprint review meeting. If the Deliverable is deemed "not accepted" during the sprint review, Client has two (2) business days to provide its feedback. Once the feedback has been provided, Caylent will edit the documentation as required and the Parties will review again during a subsequent sprint review. Continuous revisions to documentation or additions of detail may necessitate a Change Order, as agreed between the Parties. Documentation is not deemed accepted while any communicated material deficiencies remain open.

4.2 Services will be performed on weekdays, averaging eight (8) hour days, generally between the hours of 8:00 a.m. and 6:00 p.m. GMT-5 (Eastern time). Caylent will make reasonable efforts to align assigned Resources with Client's standard business hours and accommodate planned exceptions for out-of-business-hours deployments.

4.3 All Services performed under this SOW will be provided remotely or at such other locations as may be agreed upon by both Parties.

4.4 Caylent staff will use Caylent-provided hardware and equipment and will access Client systems remotely over the internet or through a Client-provided VPN. Any software required to be installed on Caylent computers will not interfere with, inspect, or report on any network traffic or activity related to Caylent internal use and/or other clients.

4.5 Caylent agrees to employ diligent planning and make best efforts to provide advance notice and clear deadlines for Client dependencies and meetings, make reasonable accommodations for Client schedules, and prepare alternative work for Caylent staff in order to stay on schedule.

5. TERM & TERMINATION.

5.1 **Term.** This Agreement shall be effective as of the Effective Date and shall expire one year from the Effective Date, unless otherwise properly terminated in accordance with Section 5.2 (the "Term").

5.2 **Termination (of MSA).** This Agreement or any SOW terminates when terminated (for convenience) by either Party upon at least sixty (60) days prior written notice. No new SOWs shall be entered into in the event a Party has given notice of termination of this Agreement. Further, either Party may terminate this Agreement (or any active SOW) if: (a) the other Party has committed a material breach and does not cure that breach within thirty (30) days after receiving written notice of breach; (b) the other Party is unable to pay its debts as they become due (including Client's failure to pay Caylent's invoices after receipt of written notice from Caylent); (c) the other Party makes a general assignment to its creditors, is the subject of a receivership, bankruptcy or insolvency proceeding, or otherwise ceases to do business; or (d) both Parties agree to terminate this Agreement in writing.

5.3 **Termination (of SOWs).** A SOW may be terminated in accordance with the termination provisions set forth in each SOW.

6. REPRESENTATION & WARRANTIES.

6.1 **Caylent Representations and Warranties.** Caylent represents and warrants that in connection with its performance under this Agreement: (a) all Services shall be performed in a professional and workmanlike manner; (b) Caylent has sufficient staff and other resources available to it to provide the Services required by this Agreement; (c) Caylent will perform the Services

in compliance with all applicable federal, state and local laws, regulations, and ordinances, be duly licensed and is otherwise authorized to provide the Services, (d) perform and satisfy all obligations that Caylent owes to the employees and subcontractors, and remit all required payroll withholding payments to appropriate taxing authorities with respect to its employees; and (e) Caylent has full authority to enter into this Agreement and to carry out its obligations under this Agreement. CAYLENT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER FOR ANY THIRD-PARTY HARDWARE, SOFTWARE OR SERVICES LICENSED OR PURCHASED BY CLIENT THROUGH CAYLENT OR OTHERWISE. CAYLENT IS NOT RESPONSIBLE FOR ANY CLAIMS RELATED THERETO AND ANY CLAIMS RELATED TO THIRD-PARTY HARDWARE, SOFTWARE OR SERVICES ARE EXCLUSIVELY BETWEEN CLIENT, AND THE THIRD-PARTY HARDWARE, SOFTWARE OR SERVICE PROVIDER. CAYLENT ALSO DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OR COMPATIBILITY OF CLIENT'S EXISTING COMPUTER HARDWARE OR SOFTWARE SYSTEMS TO ACCOMPLISH THE PERFORMANCE OBJECTIVES DESIRED BY CLIENT IN ANY WORK PRODUCT. CAYLENT DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF CLAIMS TO OR INTERESTS IN ANY WORK PRODUCT, ABSENCE OF LIENS OR ENCUMBRANCES, FREEDOM FROM RIGHTFUL CLAIMS OF THIRD PERSONS BY WAY OF INFRINGEMENT OR THE LIKE.

6.2 Client Representations and Warranties. Client represents and warrants that: (a) it owns or has license rights to the software, systems, data, information, including any Personal Data, that Caylent will have access to in connection with the Services (the "Required Materials"), and has the right to allow Caylent to use the Required Materials in connection with Caylent's performance of the Services; (b) Client shall use reasonable security measures in connection with its use of the Services and Deliverables; (c) Client has full authority to enter into this Agreement and to carry out its obligations under this Agreement; and (d) Client will perform its obligations in compliance with all applicable federal, state, and local laws, regulations, and ordinances.

6.3 Client Responsibilities. The Client agrees to cooperate fully with Caylent and to provide in a timely manner all information, decisions, approvals, and access to Client's subject matter experts and other necessary personnel, service providers, resources, systems, and facilities reasonably necessary for the performance of the Services. If Client does not meet the fulfill its responsibilities, such failure will be deemed a Delay ("Delay") and Caylent will contact in writing Client with a Delay Notice to resolve such Delay. If Caylent and Client cannot resolve the Delay within five (5) business days after receipt of Caylent's notice, Caylent and Client will collaborate to reprioritize other tasks (e.g. workstreams, backlog) that can be worked on in spite of the Delay and mutually adjust the schedule for performance accordingly. If Caylent and Client cannot agree on alternative work during the Delay, Caylent has the right to adjust the schedule for performance of the Services and completion of Deliverables. In such cases, Caylent may submit a Change Order to modify the scope of Deliverables as necessary to ensure that performance remains within the authorized contract budget. Specifically, the Client shall:

- (a) Ensure necessary stakeholders and subject matter experts are reasonably available for participation in meetings;
- (b) Report deficiencies in a manner that is actionable for Caylent to resolve (e.g., problem, steps to reproduce, and expected behavior);
- (c) Provide appropriate and timely access to onboarding, remote access, and other privileges necessary to access and use Client's equipment, software, or services;
- (d) Provide reasonably required information and documentation related to Client's computer software, source code, configuration, data, reports, and specifications;
- (e) Purchase and/or provide licenses for any third party components or services as required;
- (f) Engage with any of Client's existing third party service providers and vendors in a timely manner to provision access or resolve issues as necessary for successful completion of engagement

- (g) Ensure it has a suitable AWS environment in place for the Services and all Client operating systems, support, utility, and/or agent software affecting the Services will be a currently-supported version and will be standard across environments; and
- (h) fulfill all Client responsibilities and respond to all Caylent inquiries, deliverable review requests, test requests, or other engagement checkpoints necessary to maintain efficient progress within two (2) business days.

7. DATA SECURITY & CONFIDENTIALITY.

7.1 Personal Data. Client agrees that unless otherwise expressly set forth in a SOW, Client shall not give Caylent access to any personal information such as payment information, medical records, government identifiers, names/addresses, sexual orientation, or other information considered personal, protected, or sensitive under applicable law (collectively "Personal Data"). To the extent Caylent receives any Personal Data under this Agreement (e.g., business contact information), Caylent agrees to process such information in accordance with the terms of the Data Processing Agreement ("DPA") available at <https://caylent.com/dpa>. The Parties agree to comply with the terms of the DPA and all applicable laws, rules, and regulations in relation to their obligations regarding such Personal Data.

7.2 Confidential Information. Prior to the commencement date of this Agreement, if the Parties have entered into a separate mutual non-disclosure agreement ("NDA"), then the terms within this Section 7.2 shall supersede the terms within such NDA. Each Party acknowledges that during the Term of this Agreement, it may become exposed to or gain access to confidential information of the other Party which is expressly labeled as "confidential" or which could reasonably be inferred to be confidential in nature (collectively "Confidential Information"). Caylent IP shall be considered Caylent's Confidential Information and Client IP shall be considered Client's Confidential Information. Each Party agrees that it has a duty to the other to maintain the secrecy of the other Party's Confidential Information and accordingly agrees not to reveal or disclose any such Confidential Information to a third-party without first obtaining prior written consent from the other Party. Provided however that each Party shall be permitted to disclose Confidential Information to its Affiliates, advisors, subcontractors that have a "need to know" such information in connection with performance or receipt of the Services hereunder, and further provided that such Affiliates, advisors and contracts are bound by obligations of confidentiality at least as stringent as those set forth within this Agreement. Each Party shall implement and maintain appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, security, integrity, availability, and privacy of Confidential Information. Confidential Information shall not include any of the following, for which neither Party shall bear responsibility for disclosure, inadvertent or otherwise: (a) information that at the time of disclosure is generally available to the public; (b) information that after disclosure becomes generally available to the public by publication, or otherwise, through no breach of this Agreement; (c) information that was in the possession of the Party receiving such information (the "Receiving Party") prior to disclosure; (d) information that the Receiving Party receives from a source other than the Party that disclosed such information (the "Disclosing Party"); (e) is disclosed as required by law, or in response to a valid demand/order of the court; (f) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; or (g) disclosed as part of the Client's customary contract approval process.

8. INTELLECTUAL PROPERTY RIGHTS. Client and Caylent desire to balance Caylent's ability to reuse and incorporate Caylent's intellectual property into the Deliverables with Client's desire to freely utilize such Deliverables. As such, all copyright, trademark, and other intellectual property rights (collectively "IP Rights") will be allocated as set forth below.

8.1 Caylent IP. "Caylent IP" shall be defined as hardware designs, software architecture, source code, documentation, concepts, methods, delivery frameworks, ideas, interfaces, artwork and other intellectual property that: (a) was created by Caylent prior to the commencement date of this Agreement; or (b) is created by Caylent at any time which provides common functionality, does not utilize any of Client's Confidential Information, and does not relate to Client's core business (e.g. generic source code framework). Caylent owns all IP Rights associated with the Caylent IP however grants to Client a royalty-free, worldwide, non-exclusive, perpetual license to use or modify any Caylent IP that Caylent incorporates into any Deliverables.

8.2 Client IP. “Client IP” shall be defined as all of Client’s pre-existing intellectual property, or intellectual property created by Caylent as part of the Services and/or Deliverables that is not Caylent IP. All intellectual property created by Caylent (which shall not include Caylent IP) shall be considered “work for hire” to the extent permitted by the United States Copyright Act, and if for any reason the Client IP is not deemed to be a work made for hire, then in consideration of Client’s payment of fees pursuant to this Agreement, Caylent agrees to assign and does hereby assign to Client all right, title, and interest in and to such Client IP, and agrees to provide all assistance reasonably requested by Client in the establishment, preservation and enforcement of such right, provided that such assistance to be provided at Client’s expense.

8.3 Third Party IP. “Third Party IP” shall be defined as all intellectual property incorporated into a Deliverable by Caylent that was not created by Caylent or Client, including any open source software and artificial intelligence models. Caylent may utilize and/or incorporate any Third Party IP into Deliverables, provided that (a) Caylent has obtained a sufficient license to allow reproduction, derivative works and unrestricted sub-licensing, and (b) such Third Party IP does not unreasonably encumber the Deliverables (including, without limitation, any requirement to pay any licensing fees or require disclosure or use of Client’s source code or Confidential Information). For the avoidance of doubt, (i) a requirement to maintain attribution or copyright statements is not considered an unreasonable encumbrance, (ii) the GNU General Public License is considered an unreasonable encumbrance, and (iii) the GNU Lesser General Public License (LGPL) is only considered an unreasonable encumbrance if the Deliverables incorporate the LGPL items in way that would require the disclosure of the source code of the Deliverables.

8.4 Client acknowledges that Deliverables may contain a mixture of Caylent IP, Client IP, and Third Party IP, combined into a single Deliverable during the performance of Services.

8.5 Reservation of Rights. This Agreement contains no grants to either Party under any other intellectual property rights except as provided in this Section 8.

9. LIMITATION OF LIABILITY. As a material provision of this Agreement, both Parties agree to act in a manner that will serve to mitigate any losses that may be incurred by the other Party through the timely communication of any issue that may arise during the performance of this Agreement. To the fullest extent permitted by law, Client agrees that in no event shall the aggregate liability of Caylent hereunder (including attorneys’ fees awarded), exceed two times (2x) the amount paid or payable to Caylent by Client or AWS pursuant to the SOW giving rise to a claim. REGARDLESS OF CAUSE OF ACTION OR THEORY OF LIABILITY, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFIT AND BUSINESS OPPORTUNITIES, LOSS OF GOODWILL) REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation shall not apply to intellectual property infringement; breach of confidentiality or data security obligations; gross negligence or willful misconduct; or bodily injury or property damage (the “Higher Cap Claims”). Client agrees that Caylent’s aggregate liability for the Higher Cap Claims shall in no event exceed Five Million Dollars (\$5,000,000.00). As used in this Section, “Caylent” shall include Caylent, and Caylent’s Affiliates, employees, owners, officers, agents, subcontractors, and directors.

10. INSURANCE. While Caylent is performing Services for Client, Caylent shall maintain at minimum the types and amounts of insurance identified below and if requested shall name Client as an additional insured (where applicable) and provide evidence to Client of the same. All insurance shall be maintained with insurance companies having an A.M. Best’s rating of “A” or better, and Caylent shall notify Client, no less than thirty (30) days in advance, of any cancellation or non-renewal of such insurance.

<u>Type of Coverage</u>	<u>Amount</u>
Workers' Compensation	Statutory limits (as required by law)
Commercial General Liability	\$2,000,000 (ea. occurrence) / \$4,000,000 (gen.agg)
Professional Liability/Cyber Liability	\$3,000,000 (per claim) / \$3,000,000 (gen. agg)

11. INDEMNIFICATION.

11.1 Indemnification by Caylent. Caylent agrees to indemnify, defend and hold Client, its Affiliates, employees, owners, officers, agents, subcontractors, and directors harmless from and against all third-party claims and causes of action against Client due to: (a) a negligent act, error, or omission of Caylent in performance of Services under this Agreement; (b) Caylent's breach of this Agreement (to the extent not caused by Client); (C) any claim or allegation that any Deliverables infringe on any copyright, patent, trademark, or trade secret right of a third party. Notwithstanding the foregoing, Caylent shall have no obligation under (c), if the claim is based on: (i) any Client IP not created by Caylent; (ii) Third Party IP, or any materials provided by Client or any other third party; (iii) Client's modification of the Deliverables provided by Caylent; or (iv) Deliverables that are developed by Caylent solely according to Client specifications.

11.2 Indemnification by Client. Client agrees to indemnify, defend and hold Caylent, its Affiliates, employees, owners, officers, agents, subcontractors, and directors harmless from and against all third-party claims and causes of action against Caylent due to: (a) a grossly negligent act, error, or omission of Client in performance of its obligations under this Agreement; (b) Client's breach of this Agreement (to the extent not caused by Caylent); and (c) Client's breach of section 6.2 or 6.3, or the infringement, violation, or misappropriation of any intellectual property rights related to any Client IP not created by Caylent, or any item supplied by Client to Caylent in connection with the Services.

11.3 Indemnification Procedure. Promptly after receipt by an indemnified Party of a notice of any third party claim or the commencement of any action, such indemnified Party must: (a) notify the indemnifying Party in writing of any such claim; and (b) provide the indemnifying Party with reasonable assistance to settle or defend such claim, at the indemnifying Party's own expense. The indemnifying Party shall not be liable for any settlement of any action, claim, or proceeding effected without its prior written consent.

12. NO-HIRING. Client agrees that during the term of any SOW, Client shall not solicit (or hire) any of Caylent's employees without the prior written consent of Caylent. In the event Client knowingly hires an employee in violation of this provision, Client will remit to Caylent liquidated damages equal to twenty-five percent (25%) of the annual base compensation payable by Caylent to the employee. Client shall have no liability under this section if Client hires an employee that responds to a public ad or open recruitment notice.

13. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of independent contractors and the Parties agree that: (a) Caylent personnel are the responsibility of Caylent and are solely employees or independent contractors of Caylent (or its subcontractor); (b) Client personnel are the responsibility of Client and are solely employees or independent contractors of Client (or its subcontractor); (c) no Caylent personnel are Client's or its Affiliates' agents or employees for federal, state/provincial, or local tax purposes or any other purposes whatsoever; (d) no Client personnel are Caylent's or its Affiliates' agents or employees for federal, state/provincial, or local tax purposes or any other purposes whatsoever; (e) no Caylent personnel are entitled to any compensation from Client or its Affiliates or to any employee benefits of Client or its Affiliates; (f) no Client personnel are entitled to any compensation from Caylent or its Affiliates or to any employee benefits of Caylent or its Affiliates; and (g) each Party will (or, in the case of its subcontractors, will be responsible for causing the applicable subcontractor to) withhold and pay all applicable taxes, benefits and insurance with respect to its personnel. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Payments to be made to Caylent shall not be subject to withholding for income tax, social security, or unemployment compensation unless the laws or regulations with respect thereto require such withholdings to be made.

14. RESERVED.

15. GENERAL PROVISIONS.

15.1 Force Majeure. Except for Client's payment obligations, in the event that a Party is materially unable to perform any of its obligations hereunder due to circumstances beyond its reasonable control (e.g., severe weather, cyber attacks, pandemic, Acts of God, riots, wars, acts of terrorism, governmental action or other event of force majeure beyond such Party's reasonable control) then such Party shall, upon written notice to the other Party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use commercially reasonable efforts to resume such performance.

15.2 Validity of Provisions. If any provision of this Agreement is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and/or provisions of this Agreement shall not be affected thereby.

15.3 Notice. Any notice required or permitted to be given under this Agreement shall be delivered either electronically or via mail. If sent via mail, such notice is to be sent to the Party at its address set forth in the opening paragraph hereof (via U.S. Mail or overnight courier), and shall be directed to the attention of Caylent Legal Department if to Caylent, and, if to Client, to the address set forth in the opening paragraph to the attention of the Client designated recipient, Mike Cook. Such notice shall be effective immediately upon confirmation of receipt if delivered personally via mail or overnight courier. If delivered electronically, such notice shall be directed to: legal@caylent.com if to Caylent, and to the mike.cook@redondo.org if to Client.

15.4 Waiver. Failure or delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of that right or any other right, remedy, power or privilege. A waiver, to be effective, must be in writing and must be signed by the Party making the waiver.

15.5 Governing Law and Venue. This Agreement and any Statement of Work hereunder shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict-of-law principles. Any claim, action, or proceeding arising out of or relating to this Agreement or any SOW shall be brought exclusively in the Superior Court of California, County of Los Angeles, and each Party consents to the personal jurisdiction and venue of that court. The Parties expressly agree that binding arbitration or private dispute resolution proceedings are not required or authorized, unless separately approved in a subsequent amendment. Nothing in this Section shall be deemed to waive or limit the City's rights or procedural protections under the California Government Claims Act (Cal. Gov. Code § 810 et seq.) or any other applicable laws.

15.6 Assignment. Neither Party shall assign any of the rights granted by this Agreement without the other Party's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, Client's consent shall not be required if this Agreement is assigned by Caylent in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets of Caylent. Caylent may use its Affiliates or subcontractors to perform all or any part of the Services, but Caylent remains responsible for work performed by its Affiliates and subcontractors to the same extent as if Caylent performed the Services itself.

15.7 Entire Agreement/Authority. This Agreement, and any attached exhibits, schedules, and SOWs, set forth the entire understanding between the Parties and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings or agreements regarding the same subject matter. No amendment, modification or waiver of any provision of this Agreement or any SOW or Change Order shall be effective unless in writing and signed by authorized representatives of both Parties. Each Party warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the entering into of this Agreement and the performance of its obligations does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.

15.8 Survival. The terms of Sections 6 through 11, and Sections 14 and 15 of this Agreement shall survive its termination.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

City of Redondo Beach	Caylent, Inc.
Authorized Signature:	Authorized Signature:
Name: James A. Light	Name: Lisa Cohrs
Title: Mayor	Title: Chief People Officer & General Counsel
Date:	Date:
Email:	Email: legal@caylent.com