



Amendment to Service Call Center and Support Agreement

This Amendment is entered into on October 4, 2022, between E.J. Ward, Inc., a Nevada corporation with its principal place of business located at 8620 N New Braunfels, Suite 200 North, San Antonio, Texas, 78217, SimplyFuel Solutions, LLC, a Nevada limited liability company, and the City of Redondo Beach, a chartered municipal corporation with its principal places of business located at 415 Diamond Street, Redondo Beach, CA 90277, and shall be effective on October 4, 2022

Terms & Conditions

The Amendment is between E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC (“we,” “us” “EJW” “SFS” or “our”) and the customer who orders E.J. WARD, INC. products and services (“you,” “your” or “Customer”).

This Amendment governs your purchase and use of all Services offered by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC as may be further described in this Amendment or any Order. This Amendment applies to you (“User”). You must register with E.J. WARD, INC. and accept the terms of this Amendment to use the Services.

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AMENDMENT AND AGREE THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AMENDMENT.

This Amendment is the complete and exclusive agreement between you and E.J. WARD, INC. regarding its subject matter and supersedes and replaces any prior agreement, understanding, and communication, written or oral.

Your use of E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC services is governed by this Fuel View Software as a Service and Extended Warranty Agreement, the Acceptable Use Policy, and the terms of your Order. When we use the term “Agreement” in any of the Fuel View Software as a Service and Extended Warranty Agreement, the Acceptable Use Policy, or an Order, we are referring to all of them collectively. If there is any inconsistency or conflict between the provisions of these documents, then the documents will be given precedence in the following order: (a) the Fuel View Software as a Service and Extended Warranty Agreement, (b) the Acceptable Use Policy, (c) and the terms of your Order.

SaaS Support Number 1-800-580-WARD (9273) or email support@ejward.com (email for non-emergency support only during normal business hours: Monday-Friday 8am-5pm CST).



Definitions

“Acceptable Use Policy” means E.J. WARD, INC.’s Acceptable Use Policy (Attachment “A”) as of the date you sign or submit your Order.

“Business Day” means 8:00 a.m. - 5:00 p.m. Central Standard Time (CST), Monday through Friday, excluding federal public holidays in the United States.

“Confidential Information” means all information disclosed by either party to the other, whether before or after the effective date of the Agreement that the recipient should reasonably understand to be confidential.

“Distributor” means a third party appointed by either E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC to distribute PRODUCT(S) directly to customers subject to the terms and conditions imposed by their agreement.

“EFT” means Electronic Fund Transfer.

“End User” means a third party sublicensed by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC RESELLER or DISTRIBUTOR to use a PRODUCT(S) for its customary internal business purposes and not for redistribution.

“E.J. WARD, INC. Website” means website located at <http://www.ejward.com>.

“Excessive” is defined for the purpose of this agreement as time spent beyond what is considered industry acceptable, proper, usual, or necessary to solve the problem solely based on the judgment of E.J. WARD, INC. Technical Support or the “seller”.

“Exchange Policy” means Exchange and/or repair of components is normally two to three (2/3) days after the receipt of the items in need of repair or exchange or after the receipt of a Return Material Authorization (RMA) A Customers exchange and shipment to the company must comply with the Return Material Authorization (RMA) policy found in the current published price book and reference a support ticket number assigned by E.J. WARD, INC. Technical Support.

“Order” means either: (a) an order that you submit to E.J. WARD, INC. via email, fax, US Mail or the E.J. WARD, INC. Website or (b) any other written order (either in electronic or paper form) provided to you by E.J. WARD, INC. for signature that describes the Services you are purchasing, and is signed by you, either manually or electronically.

“Onsite Labor” for the purpose of this agreement is defined as a single technician’s time spent at the hardware’s location to troubleshoot, repair or replace defective components. It does not include travel time or mileage charges to and from the service call.

“Overtime Rates” for the purpose of this agreement are defined as charges equal to 1.5 times the base rate (preferred or otherwise) for work performed after normal business hours, on weekends or holidays. For work performed after normal business hours, weekends, or holidays invoiced at a minimum of four (4) hours, not inclusive of travel or other direct costs.

“Preferred Rates” for the purpose of this agreement are defined as those rates in the current published semi-annually E.J. WARD, INC. price book using Sourcwell (formally NJPA) or other similar cooperative group discounts.



"Reseller" means a third party appointed by either E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC to sell products, systems and solutions directly to customers subject to the terms and conditions imposed by their Agreement.

"SaaS" means Software as a Service.

"Services" means those E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC products or services described in the Customers Order.

"Service Response vs Service Repair" means the Service Response requirements as defined in this agreement. The actual time to Repair the equipment however, cannot be determined or controlled by the response time period. Each service call will require analysis to determine the failure, actual repair, and testing to confirm the unit is working within specifications. In special cases, the repair may require unique parts which require additional time to obtain.

"Software as a Service" means Fuel View, and/or its IoT version Hosted by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC and deployed over the Internet rather than installed on a client's computer as of the date you sign or submit the Order.

"Third Party Products" means third party software or products that E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC may provide to you under this Agreement.

"Third Party Hardware Support" means E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC agrees to provide customers with limited technical support in troubleshooting problems associated with "Third-Party" or "Non-Covered" hardware or software. E.J. WARD, INC. Technical Support may consult with representatives of other support organizations if required. If the time required to resolve third party issues is excessive, customers will be contacted for authorization to proceed before charges are incurred.

"Third Party Vendors" means an authorized reseller, certified service provider and other relationships that E.J. WARD, INC. established with certain commercial vendors.

Obligations, Rights and Responsibilities

E.J. WARD, INC. Obligations

For all Orders accepted by E.J. WARD, INC. and subject to this Agreement, E.J. WARD, INC. agrees to provide the Services and the applicable support listed on your Orders, subject to and in accordance with

E.J. WARD, INC., its Fuel View, SaaS and Extended Warranty Agreement.

- a) E.J. WARD, INC. shall provide immediate notification of any unauthorized use of the customer's account, issues that impact the security, stability and operational reliability of the customer's data and/or applications used to access the data.
- b) Resolution times are as referenced in "Exhibit "A" attached.

Your Obligations

You agree to do each of the following:

- a) pay when due the fees for the Services and any additional applicable charges;
- b) use reasonable security precautions in light of your use of the Services;
- c) cooperate with E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC reasonable investigation of outages, security issues, and any suspected breach of the Agreement;
- d) keep your billing contact and other account information up to date;



- e) immediately notify E.J. WARD, INC. of any unauthorized use of your account or any other breach of the security of the Services; provided, that in the event of a dispute between the parties regarding the interpretation of applicable law or the Acceptable Use Policy, then E.J. WARD, INC.'s reasonable determination will control;
- f) pay all federal, state, and local sales, use, surcharges, excise, franchise, property, gross receipts, license, privilege, and any other taxes assessed with respect to the Services; and
- g) provide E.J. WARD, INC. with accurate factual information to help determine if any tax is due with respect to the provision of the Services, and if E.J. WARD, INC. is required by law to collect taxes on the provision of the Services, then you must pay E.J. WARD, INC. the amount of the tax due or provide satisfactory evidence of your exemption from the tax.

Acceptable Use Policy

By agreeing to the terms and conditions of this Agreement, you agree to E.J. WARD, INC.'s Acceptable Use Policy, which is expressly incorporated herein by reference.

Intellectual Property Rights

You warrant, represent, and covenant to E.J. WARD, INC. that:

- a) you possess the legal right and ability to enter into this Agreement;
- b) you and your Users will use the Services only for lawful purposes and in accordance with this Agreement, E.J. WARD, INC.'s Acceptable Use Policy, and all applicable E.J. WARD, INC. policies and guidelines, as contained in this Agreement or posted on the E.J. WARD, INC. Website; and
- c) you and your Users have obtained all license or other rights necessary to install or use any software or products in conjunction with your use of the Services.

IP Numbers

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC will maintain and control ownership of all Internet protocol numbers and addresses it may assign to you or request to be provided by you. E.J. WARD, INC. may, in its sole discretion, change or remove or request new Internet protocol numbers and addresses.

Third Party Products

For your convenience, E.J. WARD, INC. may provide you access to Third Party Products through certain Third-Party Vendor relationships. Neither E.J. WARD, INC. nor any Third-Party Vendor makes any representations or warranties of any kind, express or implied, regarding any Third-Party Products.

You agree that you will not

- a) copy any license keys or otherwise decrypt or circumvent any license key,
- b) run Third Party Products on a second system or through any other hosting provider, remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any product provided by Ward, or reverse engineer, decompile, or disassemble any product provided under this agreement, except to the extent that such activity is expressly permitted by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC in writing or applicable law.

You agree to observe the terms of any license or applicable end user subscriber agreement for Third Party Products and E.J. WARD, INC. will not have any liability for your use of any Third-Party Products or any violation of any license agreements or end user subscriber agreements that govern such Third-Party Products. You will be solely responsible for any additional software or products that you install or use in conjunction with the Services provided herein.



Additional Requirements for Using Microsoft Software or Server Operating Systems under Microsoft Corporation's licensing terms.

If Microsoft software is provided to you as part of the Services, then additional restrictions may apply, including but not limited to limits on the number of authenticated users of the hosted environment unless expressly noted in your Order.

Confidentiality

Any Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential including: (a) for you, all information transmitted to or from, or stored on, E.J. WARD, INC.'s systems, (b) for E.J. WARD, INC. unpublished prices and other terms of service, audit and security reports, product development plans, data center designs, server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered "Confidential Information" of the other party and shall be protected and held in confidence by the Recipient. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including outside counsel and consultants) on a "need to know" basis in connection with the services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Services to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; (v) is disclosed pursuant to law, including without limitation the California Public Records Act; (vi) is disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of City Council; (vii) disclosed as part of the Customer's contract approval process.

Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law.

Term and Payment for Services

This Agreement will be effective October 4, 2022.

- Year One of the Services shall commence the date of the Year One invoice, which shall be prior to January 2, 2023.
- Services for Years Two and Three shall commence on the anniversary start date of Year One's Service.
- Thereafter, the Agreement shall renew for subsequent one year terms for \$8,681 per year, unless Customer provides written notification to E.J. WARD, INC. at least 15 days prior to expiration date of the current term. However, in no event, shall the Agreement continue beyond January 2, 2028.

Total compensation, including the Agreement and this amendment for "EJW" shall not exceed \$108,109.29.



Termination

This Agreement may be terminated in one of the following ways:

- a) by you without cause and for convenience by providing a Cancellation Request.
- b) by E.J. WARD, INC. without cause by providing you with a written notice at least 30 days prior to the termination date but not before expiration of the "Initial Term".
- c) by E.J. WARD, INC. in the event you do not pay any undisputed fees due hereunder within or after 45 days of the due date;
- d) by you or E.J. WARD, INC. if a party commits a material breach of or fails to perform any obligations under this Agreement and has not cured such breach or failure within 45 days of receiving written notice from the terminating party specifying such breach or failure; or as otherwise provided in this Agreement or the Acceptable Use Policy.

Payment

- a) All charges under this Agreement are due within 45 days after Customer's receipt of invoice; provided, however, that services have been completed to the Customer's reasonable satisfaction.
- b) For recurring billing, "SaaS" Hosting and "Cellular Services" are billed annually and payments are due 45 days from the date of invoice.
- c) For non-recurring fees (such as fees for initial set-up, backup overages, bandwidth overages, paid for support request and any other non-recurring service) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at E.J. WARD, INC.'s option; provided that E.J. WARD, INC. may wait to invoice the total aggregate fees due at the next billable cycle. Unless otherwise agreed in the Order or modified via request, your billing cycle will be monthly, beginning on the date that E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC first makes the Services available to you.
 - a. Charges that are not disputed within 60 days of the date charged are conclusively deemed accurate.
- d) You agree that you will notify E.J. WARD, INC. of any changes to your account, your billing address, or any information that E.J. WARD, INC. may reasonably require in order to process your payments in a timely manner.

Refund and Disputes

Except where expressly provided in this Agreement, all payments to E.J. WARD, INC. are nonrefundable. This includes but is not limited to any applicable setup fees and subsequent charges, regardless of usage. Notwithstanding the foregoing, Customer shall be refunded for all prepaid fees and charges upon termination of the Agreement.

You must report any overcharges or billing disputes to E.J. WARD, INC. within 90 days of the time on which you became aware, or should have become aware, of the existence of the overcharge or dispute.

Data Control and Location of Services

The method and means of providing the Services shall be under the exclusive control, management, and supervision of E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC giving due consideration to the requests of the Customer. The Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.

Data Ownership

Customer's data which shall also be known and treated by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC as Confidential Information shall include: (a) data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) identifiable information collected, used, processed, stored, or generated as the result of the use of the Services. Customer's data is and shall remain the sole and exclusive property of the customer and all right, title, and interest in the same is



reserved by the customer. This Section shall survive the termination of this Agreement.

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC Use of Customer Data E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC is provided a limited license to Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the Services. E.J. WARD, INC. shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for the benefit of anyone other than the Customer without Customer's prior written consent. This Section shall survive the termination of this Agreement.

Backup and Recovery of Customer Data Customer data will be mirrored in real-time, backed up not less than hourly and moved, disaster recovery data resides within the United States. A Service Level Commitment Agreement is attached as exhibit "A". A Recovery Point Objective of not more than seventy-two 72 hours for the system and application in a disaster is in place. E.J. WARD, INC. tests system failover quarterly and the Business Continuity / Disaster Recovery Plan is reviewed annually and with its critical vendors.

Maintenance Periods / Application Updates

Unless as otherwise agreed to by Customer on a case-by-case basis, E.J. WARD, INC. shall provide no less than three (3) calendar days prior notice to Customer of all non-emergency maintenance or updates to be performed on the Services or application, such notice shall include a detailed description of all maintenance to be performed. For emergency maintenance, patches, critical bug fixes E.J. WARD, INC. shall provide as much prior notice as commercially practicable to the Customer and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

Data Retention Policy after Contract Expiration

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC makes no guarantees about retaining any data stored on systems or servers following expiration or termination of this Agreement. The Company will typically delete such data

- a) thirty (30) days following termination of any "Software as a Service" agreement by either you or E.J. WARD, INC. or
- b) on your next billing date following termination of any "Software as a Service" agreement by either you or E.J. WARD, INC. You will not have access to your data stored on systems or servers during a suspension or following a termination.

Limitation of Liability and Indemnity

Monitoring User Activity

Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any content of the information made available for distribution via the Services, including without limitation any information passing through E.J. WARD, INC.'s host computers, network hubs and points of presence, or the Internet, or any content posted any User may post on any server or website. In no event will E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC have any liability to you or any third party for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Services by Customer's accident, or fraudulent means or devices.

**Interruption of Service**

Except as set expressly provided in this Agreement, E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC will not be liable for any temporary delay, outages, or interruptions of the Services. Further, it's not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure). E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC cannot guarantee that (i) access to the Services will be uninterrupted or error-free, (ii) defects will be corrected, or (iii) the Services will be secure.

Warranty Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY E.J. WARD, INC. OR ANY THIRD-PARTY VENDORS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS AND NEITHER E.J. WARD, INC. OR SIMPLYFUEL SOLUTIONS, LLC MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. E.J. WARD, INC. HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR E.J. WARD, INC.'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, E.J. WARD, INC.'S LIABILITY TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO E.J. WARD, INC. UNDER THIS AGREEMENT DURING THE ONE MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHER TORTS. THE FEES FOR THE SERVICES SET BY E.J. WARD, INC. UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY WITH RESPECT TO THOSE LIABILITIES

THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED EVEN IF ANY OTHER PROVISION MAY SUGGEST OTHERWISE.

Customer Indemnity:

You agree to indemnify, defend, and hold harmless E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC and all employees, officers, directors, partners, representatives or any such entity, from and against any and all third-party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC arising out of any breach of this Agreement by you, your Users, or your customers.



E.J. WARD, INC. Indemnity

E.J. WARD, INC. agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by Customer arising out of any claim alleging that the Services as provided by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC infringement of any third party's intellectual property rights or any breach of this Agreement by E.J. WARD, INC.

Governing Law

With respect to Services rendered by E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC in the United States of America, this Agreement will be governed by, and construed in accordance with, the laws of The State of California and the county of Los Angeles and all disputes arising out of or related to this Agreement will be brought exclusively in the courts located in The State of California and the county of Los Angeles; provided, however, that neither party will be prevented from enforcing any related judgment against the other party in any other jurisdiction.

Miscellaneous Provisions

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. You may not sell, assign or transfer your rights or delegate your duties under this Agreement either in whole or in part without the prior written consent of E.J. WARD, INC. and any attempted assignment or delegation without such consent will be void. You agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third-Party Products, there will be no third-party beneficiaries to this Agreement. To the extent any portion of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect. Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain in full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability arising out of any breach of this Agreement occurring prior to said termination or expiration. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, or failure of suppliers. Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail.



Attachment “A”

Acceptable Use Policy

This Acceptable Use Policy (the “AUP”) governs your use of all products and services (collectively, the “Services”) offered by E.J. WARD, INC. This AUP applies to you and your employees, agents, contractors, or other users who obtain and use the Services from E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC (each such person or entity being a “User”).

BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AUP AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

Prohibited Use. E.J. WARD, INC.’s or SIMPLYFUEL SOLUTIONS, LLC services may only be used for lawful purposes. Users may not use the Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- 1) Utilizing the Services to send mass unsolicited e-mail to third parties.
- 2) Utilizing the Services in connection with any illegal activity. Without limiting the general application of this provision, users may not: utilize the services to:
 - a) Copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - b) Misappropriate or infringe the patents, copyrights, trademarks, or other intellectual property rights of E.J. WARD, INC. or any third party;
- 3) Violate any applicable state, federal and international law.

Utilizing the Services in connection with any tortious or actionable activity.

Without limiting the general application of this provision, users may not utilize the Services to

Publish or disseminate information that

- 1) constitutes slander, libel or defamation,
- 2) publicizes the personal information or likeness of a person without that person’s consent or
- 3) otherwise violates the privacy rights of any person.

Utilizing the Services in connection with any other disruptive or abusive activity. Without limiting the general application of this provision, Users may not utilize the Services to

- 1) Cause denial of service attacks against E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC or other network hosts or Internet users or to otherwise degrade or impair the operation of the services, facilities or the servers and or Internet users;
- 2) Offer mail services, mail forwarding capabilities other than for the user’s own account;
- 3) Resell access to software installed on E.J. WARD, INC.’s or SIMPLYFUEL SOLUTIONS, LLC servers;
- 4) Subvert, or assist others in subverting, the security or integrity of any systems, facilities or equipment;
- 5) Gain unauthorized access to the computer networks of E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC or any other person or customer;
- 6) Provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;



- 7) Distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
- 8) Conduct port scans or other invasive procedures against any server;
- 9) Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
- 10) Use in any manner that might subject E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC to unfavorable regulatory action, subject the company to any liability for any reason, or adversely affect E.J. WARD, INC.'s public image, reputation or goodwill, including, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials; or in any manner interrupt or interfere with the Internet usage of other persons.

Remedies

- 1) Warning the User;
- 2) Removing the offending content;
- 3) Suspending the offending user from the Services;
- 4) Terminating the offending user from the Services;
- 5) Imposing fees or charges on the offending account in accordance with the applicable service contract; or
- 6) Taking other action in accordance with this AUP, the applicable service contract, or applicable law.

Violations

If E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC learns of a violation of the AUP, then the company reserves the right to take any of the following actions, in accordance with the severity and duration of the violation:

Enforcement Actions. E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC will provide you with at least 48 hours' notice (by email or otherwise) of any proposed suspension, restriction, limitation, modification, or termination of the Services or any functionality related to the Services based on an alleged violation of this AUP, the applicable service contract, or any other reason; provided, however, if (i) your violation of this AUP immediately threatens the security of or damages to E.J. WARD, INC.'s network, information, data, software, hardware, or facilities or (ii) such suspension, restriction, limitation, modification, or termination is at the request of law enforcement or required by the appropriate legal authorities, then E.J. WARD, INC. will give you notice within seventy two hours. To the extent that any element or functionality of the Services, including, without limitation, a particular account or "server," is suspended, restricted, limited, modified, or terminated, E.J. WARD, INC. will use commercially reasonable efforts to minimize the effects against any other component or functionality of the Services.

Cooperation with Law Enforcement. E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC reserves the right to involve and cooperate with law enforcement or the appropriate legal authorities in investigations of claims of illegal activity involving its Services or any users thereof and to respond to any violations of this AUP to the extent permitted under applicable law.



IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

City of Redondo Beach,
a chartered municipal corporation

E.J. Ward, Inc.,
a Nevada corporation

Accepted By: William C. Brand

MARKAY R WARD
Ratified by: _____

Signature: _____

Signature: MARKAY R WARD
DocuSigned by: 799FD4F0CD5048B...

Title: Mayor

Title: President

Date: _____

Date: 9/27/2022 | 9:39 AM PDT

ATTEST:

SimplyFuel, LLC,
a Nevada limited liability company

Robert E. Kettyle

Ratified by: _____

Eleanor Manzano, City Clerk

Signature: Robert E. Kettyle
3976CC4FAFC941F DocuSigned By: Robert E. Kettyle

Title: Chief Operating Officer

APPROVED AS TO FORM:

Date: 9/27/2022 | 12:58 PM PDT

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

EXHIBIT "A"

Minimum Service Level Commitments			
Fuel View Applications (24x7x365)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	24x7x365	99.95%	Monthly
Issue Response Time - Severity 1	24x7x365	30 minutes	Monthly
Issue Response Time - Severity 2	24x7x365	1 hour	Monthly
Issue Response Time - Severity 3	24x7x365	48 hours	Monthly
Issue Response Time - Severity 4	24x7x365	48 hours	Monthly
Non-Critical Applications (8x5, Business Days)	SLA Coverage Time	Minimum Commitment	SLA Measurement Period
System Availability	8x5, Business Days	99.95%	Monthly
Issue Response Time - Severity 1	8x5, Business Days	30 minutes	Monthly
Issue Response Time - Severity 2	8x5, Business Days	1 hour	Monthly
Issue Response Time - Severity 3	8x5, Business Days	48 hours	Monthly
Issue Response Time - Severity 4	8x5, Business Days	48 hours	Monthly

SLA Metric	Metric Definition
"System Availability"	The software solution ("System") proposed will be available to all users in a Production environment and functioning as designed and in accordance with System documentation.
"Response Time"	E.J. WARD, INC. will use commercially reasonable efforts to respond to each case within the applicable response time described in the table above, depending on the Severity Level set on the issue.
"Resolution Time"	E.J. WARD, INC. will use commercially reasonable efforts to resolve each case or providing a functioning work around within the applicable resolution time described in the table above, depending on the Severity Level set on the issue.
"Severity 1"	The issue must be restored for business to continue. Critical job functions cannot be completed. (e.g. System down or unavailable and outage impacts many users)
"Severity 2"	The operations are severely affected. (e.g. disruption, access limitation, degraded performance issues, missing functionality, and/or "use-ability")
"Severity 3"	Little or no business impact. Issues that are an enhancement request, or are cosmetic in nature, related to documentation (e.g. A functional error for which there is an acceptable workaround). System performance issue or bug affecting a small number of Users or minor function. Short-term workaround may be available.
"Severity 4"	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.
"Business Days"	The number of service days in a year excluding weekends and national holidays.
"Calendar Days"	The number of services days in a year, including weekends and national holidays.

SLA Metric	SLA Metric Measurement
Critical Application - Risk Methodology	<u>Availability Service Level & Issue Response/Resolution Metric</u>
Non-Critical Application - Methodology	The Available metric is defined at (99.95%) of the time or more in any calendar month ("SLA"). Availability is defined as 24/7/365. The monthly measurement period will begin on the first Calendar Day of each month and end on the last Calendar Day of each month during the term of this agreement. The final report for each month will be provided to the customer by the 5th day of the month following each monthly measurement period.



EXHIBIT “B”

The Agreement detailed herein defines the entire service provided for continuous, trouble-free operation of the Hardware and Software provided by either E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC when sold as part of, or included with its cloud hosted Software as a Service.

“End User(s)” must contact E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC directly for all Support and On-site repair requests. If “End User(s)” contacts a third-party service provider directly, “End User(s)” shall be responsible for payment directly to the third party for all parts and services performed by the third-party provider, even if that provider is a local authorized or certified E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC service and repair provider.

System support will be provided as set forth in the following sections:

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC shall provide the End User(s)” service call support on a 24 hour / 7-days per week basis

1. “End User(s)” will use the E.J. WARD, INC. Support Number to report an issue. Service Requests are broken into one of 2 categories by the “End User(s)” caller: (1) Phone support; or (2) local On-Site support.

Phone support - Support Number: 1-800-580-WARD (9273) or email support@ejward.com (email for non- emergency support only during normal business hours: Monday-Friday 8am-5pmCST)

1. This service will be provided 24 hours by 7 days per week
2. “On-site” technician service will be approved after consultation with call center staff member.
3. On-site Emergency service after hours is available per the On-site Overtime Service Rates.

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS LLC will return the service call within the following time requirements:

1. Within Four (4) hours to the number provided in the service request between the hours of 8 am-5 pm Monday - Friday Central Time; or
2. Eight (8) hours to the number provided in the service request report during Evenings, Weekends and Federal Holidays.

Field Technician Contact Process: The call center operator will record each service request by ticket number and record the problem in writing. The operator will contact the on-call service technician. Should the on-call technician not be reached within 4 hours, the back-up on-call technician will be contacted. In the event, the back-up technician is not available; the National Service Manager will be contacted.



Recorded issues will be addressed in the following manner:

1. **Priority 1** – Requires immediate attention as performance is unreasonably degraded (i.e. the system is completely down). Every effort will be made in providing an immediate resolution.
2. **Priority 2** – Requires urgent action, as failures are extremely inconvenient (i.e. a site is down). Every effort will be made to provide a resolution as soon as possible.
3. **Priority 3** – Requires routine action, as failure is only somewhat inconvenient, resolution will be provided as soon as possible.

Site Support: On-site service within the following time requirements and limitations described will be provided:

1. 12 - 24 hours if service request between the hours of 8 am & 5 pm Monday – Friday; or
2. 24 - 48 hours if service request between the hours of 5:01 pm & 7:59 am Monday –Friday;
or
3. 24 - 48 hours if service request between the hours of 4:01 pm Friday & 7:59 am Monday; or
4. 24 - 48 hours if service request occurred on any Local, State or Federal Holiday.
5. Five (5) business days for locations with either:
 - a. No local authorized service technician; or
 - b. Air travel is required to support the location

Service Limitations:

E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC cannot be deemed non-compliant with Warranty or Support agreement requirements inclusive, but not limited to the following conditions:

1. **Acts of God and Man-Made Events:** Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped.
2. **Pandemic or Similar Natural Events:** Situations where technicians or contractors are denied access because of global, national or other local government regulations.
3. **Non-access:** Situations where E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC technicians or its contractors are denied access to the fuel terminal sites due to locked fences, blocked passages, or no one answering the phone number provided to the service call operator.
4. **Malicious Acts:** Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components.
5. **Negligence:** Inclusive of but not limited to; third party contractors hired by the “End User(s)” to perform fuel site maintenance that would impair the performance of E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC equipment by disrupting electrical service or making non-authorized adjustments or modifications to the installed hardware or fuel control terminals.
6. **Procedural Changes:** Inclusive of but not limited to; the “End User(s)” changing the manner in which their employees interact with the fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., operating systems “OS”, business rules or software customization requests).



7. **Non- E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC Equipment or Systems**

Failure: Inclusive of but not limited to; “EJW” dispatching a technician and the cause of incident is found to be other than an agreement covered product. Standard current published pricing will apply for authorized repairs from that point forward.

Examples of non-covered equipment inclusive of; but not limited to:

Dispensers, Pumps and Pulsers	Vehicles or Fleet Assets
Tank Level Monitoring (TLS)	CANceiver, VIT, GPS, Cables
Electrical System	EM-Tag, Ring Antenna or Dongle
Network (TCP/IP), Switch, Wi-Fi Access	All hardware & software versions of SFT,
Point, CAT 5 Cable, Routers, Bridges	JettScan, or device Programmers
Customer Local Servers (Virtual or Physical	Cards, Datakeys, Fobs, Encoders, Embossers,
Cabinet, Base, Lock Assembly	Printers
Hose Modules	

Hardware Covered: Included in this coverage are the hardware components of the Fuel Control Terminal (FCT) that were installed as part of the Automated Fuel Management System (AFMS) either by E.J. WARD, INC. Technicians or a certified Contractor Technician.

1. Field modifications, additions or changes to the hardware without written authorization or approval by E.J. WARD, INC. may void this agreement.
2. E.J. WARD, INC. is not liable if parts are no longer available due to end of life (EOL) or not available from subcomponent suppliers for any hardware covered under this agreement.

Extent of Software Coverage: E.J. WARD, INC. will ensure the proper operation of all E.J. WARD, INC. copyrighted software programs and their interface to external programs previously installed directly by its employees.

Software Covered: Included in this coverage are the following E.J. WARD, INC., copyrighted software programs installed on the primary cloud servers and backup system.

1. Fuel View Software, communication programs, listeners and parsers
2. Database Interface Programs written by E.J. WARD, INC.
3. Business Rule Operating Systems “OS”
4. Reports, Screens, Scripts and Data Files

Items Not Covered “Customer Hosted” Systems: “End User(s)” supplied or 3rd Party supplied software, computer or network equipment not specifically contracted for under this agreement.

Non-covered software and equipment include, but are not limited to:

1. Customers local Servers, Laptop and Desktop computer software and hardware
2. Support for Customers Browser, or Printers
3. Customers Local Network Management Hardware and Software
4. Third Party Software, and or its Operating Systems and Relational Databases

It is the customer’s responsibility to update and maintain all patches and fixes for 3rd party software and databases.



Third Party Software Support “SaaS” or “Customer Hosted” Systems:

E.J. WARD INC. agrees to provide at its sole discretion the Customer with limited technical support in resolving problems associated with “Third Party” operating systems, databases, VPN, and / or other network problems. E.J. WARD INC., Technical Support will consult with representatives of other support organizations as necessary.

1. If the time required to resolve external issues is excessive, “End User(s)” will be contacted for authorization to proceed prior to billing for this additional optional service.

Vehicle Equipment: E.J. WARD, INC. will provide phone support only for issues pertaining to Vehicle Mounted Equipment, Hose Module, EM-Tag, JettScan or SimplyFuel Tool.

1. On-site service and replacement of this equipment will be billed separately at the labor rates listed in current published Price List.

Miscellaneous Additional Conditions: Additional equipment may be added to this agreement at any time; the age and condition of existing hardware will be taken into consideration. Repairs to existing hardware when required to qualify for addition to this Agreement, are based solely on the judgment of E.J. WARD, INC. and will be billed separately at the published labor rates and current published list price of parts. Future SaaS Support Agreement costs will be adjusted to reflect additional equipment as needed. **Based solely on the judgment of E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC, E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC shall retain the exclusive right to refuse adding, or may remove equipment from this agreement based on the equipment’s serviceability.**

Shipping: The standard method of shipping is by Ground for this agreement.

1. Customers may request expedited shipments such as “Next Day” or “Two Day” for an additional cost.
2. E.J. WARD, INC. shall retain the sole right to use those expedited methods to ensure system up time at its cost when the company determines such actions are warranted under this agreement and its use does not establish precedent for future shipments.

Sites greater than one hundred (100) miles from service center: Location of hardware requiring service or support on-sites greater than 100 miles from an E.J. WARD, INC. or SIMPLYFUEL SOLUTIONS, LLC office or service center shall be subject to additional technician time and travel costs based on its current published Price List. Distances for invoicing are verified using “Google Maps” routing on a roundtrip basis.

If “End User(s)” chooses to terminate the SaaS agreement or not carry a Service and Support Agreement, On-site service, or work performed at E.J. WARD. INC.’s San Antonio Texas facility will be provided at the MSRP rates published in the current Semi-Annual Price Book for labor, software and hardware services.



Redondo Beach - SaaS with A-La-Carte Hardware - Sourcewell (rekv5) - 03-22-2022

Turn-Key Fuel Management System - Hosted by SimplyFuel Solutions LLC.				
Includes - Tank Level Monitoring and Compliance Reporting Module				
Tank Level Monitoring and Compliance Reporting Module - (Requires connection to an existing compatible TLS) - TLS must have or accept TCP/IP network card (additional cost) without firmware upgrades or additional charges will apply - Customer is responsible for CAT5/6 cable networking from TLS to FCT unless quoted separately				
Part #	Description - Cloud Hosted Fuel View IOT Software Application	Qty	Price / Month	Extended
IOT-SaaS	Hosting Fuel View IOT - Includes Cellular Option (1) FCT-IOT- Cell Modem - Keypad Entry, FOB, CANciever and TAG use enabled Software Implementation / Account Activation Software User and Administrator Training - Online (2hr Session)	Year 1	\$689.00	\$8,268.00
IOT-SaaS	Hosting - 24x7x365 Call Center Support with onsite parts & Labor	Year 2	\$689.00	\$8,268.00
IOT-SaaS	Hosting - 24x7x365 Call Center Support with onsite parts & Labor	Year 3	\$689.00	\$8,268.00
Part #	Model/Description	Qty	Price	Extended
FCT-IOT-5H	5-hose IOT Terminal - Keypad Entry, FOB, CANceiver and TAG use enabled	1	\$11,209.25	\$11,209.25
KEY-ENCODE-5321	Encoder Key Fob Mifare 1434	1	\$629.30	\$629.30
KEY-FOB-1434	Key Fob Mifare Unprogrammed 1434	40	\$11.02	\$440.80
KIT-HMDA	Hose Module Kit Dual Antenna	5	\$358.95	\$1,794.75
SFT-KIT-WIFI	Kit SFT WIFI Tablet, Dongle, Case, Cables	1	\$1,351.75	\$1,351.75
KIT-CVRLD-IOT	Kit CANciever Light Duty WIFI - Enterprise	25	\$293.33	\$7,333.25
KIT-CVRHD-IOT	Kit CANciever HD J1939 9P Standard Black IoT	0	\$322.67	\$0.00
KIT-CVRIN2-IOT	Kit CANciever HD J1939-II Int Green IoT 2016 - 2017	0	\$322.67	\$0.00
KIT-CVRIN3-IOT	Kit CANciever HD J1939-II Int Green IoT 2018+	0	\$366.67	\$0.00
KIT-CVRNON-IOT	Kit CANciever Non-OBOD	0	\$322.67	\$0.00
BL-CVR-IOT-IO	Cable Non OBOD IoT	0	\$27.50	\$0.00
KIT-TAG-IOT	Kit Fuel Tag	4	\$70.36	\$281.44
KIT-RING-200	Ring Interface Kit w/ ANT-200,225-Flat,330,400,500	25	\$70.36	\$1,759.00
LABORPM	Project Management (per hour)	24	\$160.00	\$3,840.00
	Install - Fuel Control Terminal, Testing and local operator training * FCT Installation: (1) unit(s) - Requires use of existing mechanical and electrical wiring, piping and other related connections and they must meet existing local, state, and national codes; or a licensed electrician, permits and/or drawings are required, additional charges will apply.	1	\$2,880.00	\$2,880.00
MISC	Miscellaneous Hardware and Wiring (Site by Site) - Additional materials such as conduit, EYS seal offs, AC power and low voltage wire, solenoids, switches or pulsers needs replacement to be compliant or operational.	1	\$1,500.00	\$1,500.00
LABOR	CANciever Install Training - On Location -1 day	1	\$1,440.00	\$1,440.00
	Shipping and Handling	1	\$750.00	\$750.00
			Subtotal	\$35,209.54
Hosting and all Hardware and Labor Shown - 24x7x365 Call Center Support with onsite parts & Labor		Year 1	Total	\$43,477.54
Hosting - 24x7x365 Call Center Support with onsite parts & Labor		Year 2	Total	\$8,268.00
Hosting - 24x7x365 Call Center Support with onsite parts & Labor		Year 3	Total	\$8,268.00

Notes: 1. Quote valid for Ninety (90) days

2. Minimum 3 year agreement required on all SaaS Implementations, longer fixed fee terms available upon request.
3. Includes Guaranteed Lifetime Current Software Version Updates while on a SaaS Agreement
4. Includes Lifetime IOT Software / IOT FCT Hardware Parts and Service, support for Existing W4 FCT Hardware (see Notes #5 thru 10)
5. Includes 24x7x365 Call Center Support with onsite parts & Labor while on the SaaS platform
6. For customers with existing systems (not E.J. Ward) Implementation does not include data conversion from the existing platform.
7. Software use governed by the End User License Agreement (EULA) & Acceptable Use Policy (AUP)
8. Onsite Parts and Labor DOES NOT include technician or authorized contractor travel expenses to or from the customer site.
9. Lifetime Warranty DOES NOT include Hardware that is battery powered such as Hose Modules or Tags, or the CANciever. These items may be added into a separate support agreement for additional annual fee's.
10. Extended Warranty DOES NOT include Hardware or Software that is declared "END OF LIFE" or previously declared unsupportable

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest Austin C/L 7600-C N. Capital of TX Hwy #200 Austin, TX 78731 512 451-7555	CONTACT NAME: Danelle Touchstone PHONE (A/C, No, Ext): 210-524-2094 E-MAIL ADDRESS: danelle.touchstone@usi.com		FAX (A/C, No): 610-537-1904
	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company		NAIC # 27154
INSURED E.J. Ward, Inc. 8260 N. New Braunfles, Suite 200N San Antonio, TX 78217	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110163580004	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7110163580004	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			7110163580004	09/01/2022	09/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4060454430004	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab			7600104500004	09/01/2022	09/01/2023	\$10,000,000 Each Claim
A	Cyber Liability			7600104500004	09/01/2022	09/01/2023	\$10,000,000 Aggregate See below*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Information Risk Liability (Cyber)**

Limit: \$10,000,000 each claim

\$10,000,000 aggregate

Retention: \$50,000

Retroactive Date: 9/25/2018

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
 Attn: Rob Osborne
 531 N Gertrude Ave
 Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are named as Additional Insureds as respects to the General Liability and Automobile Liability as required by written contract.

Coverage is Primary and Non-Contributory.

30 days notice will be provided to the Certificate Holder in the event of cancellation.