

Veoci Master Services Agreement for City of Irvine, CA



Prepared for: Robert Simmons

Prepared by: Mark F. Demski, CEM

Date: May 16, 2024

MSA number **P-20240401Ir10238**



May 16, 2024




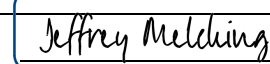
Robert Simmons
City of Irvine, CA
Office of Emergency Management
1 Civic Center Plaza
Irvine, CA 92606

Dear Mr. Simmons

Veoci Inc. ("VEOCI") is pleased to offer City of Irvine, CA (the "Customer") this Master Services Agreement and schedules (this "Agreement") for the use of VEOCI's Veoci software and the services described in the relevant order form ("Order Form"), which is attached as Schedule D.

RECITALS

- (a) VEOCI is the owner of, or has the right to grant access according to the terms of this Agreement, to certain cloud-hosted software applications, namely the Veoci Platform (defined below) available for access and use by Customer via <http://veoci.com>, as well as any additional services relating to its use as are set forth in the applicable Order Form (collectively, the "Service"), as contemplated under this Agreement.
- (b) This Agreement sets out the contracting framework between VEOCI and Customer in relation to the provision of the Service.
- (c) VEOCI agrees to provide the Service under the terms of an Order Form, as contemplated under this Agreement.

Veoci Inc. Executed By its Authorized Representative	City of Irvine, CA Executed by its Authorized Representative
Signature: 	DocuSigned by: Signature:  CDE05529708C42B...
Print Name: Christopher Ford	Print Name: Dahle Bulosan
Title: VP of Sales & Partnerships	Title: Director of Administrative Services
Date: May 16, 2024	Date: 5/30/2024 DocuSigned by: Signature:  0FCAD91F02E547D...
	Print Name: Carl Petersen
	Title: City Clerk
	Date: 5/30/2024 DocuSigned by: Signature:  DABE8686180C4BB...
	Print Name: Jeffrey Melching
	Title: Rutan & Tucker, LLP
	Date: 5/30/2024



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Agreement Structure, Order Form and Ordering

The Agreement is in four parts:

1. Schedule A: General Subscription Terms & Conditions
2. Schedule B: Service Level Agreement (SLA)
3. Schedule C: Support Agreement
4. Order Form.
5. Schedule E. Insurance Requirements

The purpose of this Agreement is to:

- (a) establish a general contracting framework between the parties;
- (b) set out the terms governing the overall relationship between the parties under that contracting framework; and
- (c) set out the terms governing the provision of Service by VEOCI to Customer. In executing this Agreement and any Order Form, both parties have relied on certain supporting information provided, and representations made, by the other party prior to that execution.

Prior to commencing the provision of the Service, the parties must first execute an Order Form based on the template set out in Schedule D, or such other form or template that VEOCI provides to the Customer from time to time. Each Order Form

- (a) comes into force on the Term Start Date and continues until the Term End Date, as set out in the relevant Order Form, unless terminated in accordance with this Agreement or the relevant Order Form; and
- (b) constitutes a separate binding contract between Customer and VEOCI, for the Order Form Term.

An Order Form may include supplementary or additional obligations not otherwise set out in the Agreement. Unless the contrary intention is specifically expressed, if there is an inconsistency between the Agreement or an Order Form, the order of precedence shall be as follows: (a) the Agreement; (b) the Order Form.



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SCHEDULE A. General Subscription Terms and Conditions

1. Definitions

"Agreement" means this agreement and schedules, which shall be effective as of the Effective Date (defined below).

"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content, or mode of transmission, a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Platform and related documentation and the Service are Confidential Information of VEOCI.

"Customer" means any customer who is party to an Order Form, contract, or agreement for Veoci SaaS with VEOCI.

"Customer Data" means all electronic data or information provided by Customer to the Service.

"Effective Date" means the date on which the Customer has signed this Agreement.

"Non-Users" means any individuals/persons who are not "Users" as defined below

"Order Form" means the order form for Service entered between VEOCI and Customer, including any exhibits or schedules thereto.

"Order Form Term" means the period from the "Term Start Date" to the "Term End Date", as set out in an Order Form.

"Primary Contact" means Customer's primary technical contact with VEOCI in-connection-with the Service.

"Service" means VEOCI's provision of the Veoci Platform for access and use by Customer via <http://veoci.com>, as well as any additional professional services relating to its use as are set forth in the applicable Order Form.

"Solution" means the configuration of the Veoci Platform features based on the specifications set forth in an applicable SOW.

"Term End Date" for an Order Form, means the date specified as the "Term End Date" in that Order Form.

"Term Start Date" for an Order Form, means the date specified as the "Term Start Date" in that Order Form.

"User Guide" means the online Veoci Platform user manuals for the Service accessible via <http://veoci.com>, as updated by VEOCI.

"Users" means the individuals/persons who are authorized to access and use the Service and who have been provided individual user identifications and passwords by Customer (or by VEOCI at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents. (Third parties may access and use the Service solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement.) Individuals using a common login or user ID, directly or through another system, are to be counted separately.

"VEOCI" means Veoci, Inc.

"Veoci Platform" means VEOCI's software-as-a-service platform (SaaS) for digital business processes.

"Virus" (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer's access to the Service and processing of data using the Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or cause damage to or corruption of data, storage media programs, equipment or communications, or otherwise interfere with operations.

2. Provision of Service

- (a) VEOCI will provide the Service to Customer in accordance with the terms of this Agreement and the applicable Order Form. VEOCI grants Customer a non-transferable and nonexclusive right to access



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and use the Service for the sole purpose of supporting the internal operations of Customer's business and to process Customer's own data.

- (b) The following procedures will apply to the Service:
 - (i) VEOCI will send an email to Customer's Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to VEOCI.
 - (ii) VEOCI will provide Service status and maintenance notifications by email to Customer's Primary Contact.
 - (iii) In a timely manner, as soon as feasible, Customer will notify VEOCI via our helpdesk at <https://support.veoci.com> or via email at support@veoci.com with respect to any issues related to the Service.
- (c) From time to time, with respect to the Service and at an additional fee, VEOCI may offer additional functionality. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer's purchase of the Service pursuant to this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by VEOCI regarding future functionality or features.
- (d) The Service may be accessed and used solely by a licensed User. Unless otherwise specified in the applicable Order Form between the Customer and VEOCI;
 - (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users;
 - (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added; and
 - (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for licensed Users only; User identification and passwords shared or used by more than one individual, will require user licenses for each individual.
- (e) A User subscription may only be reassigned to a new User replacing a former User when;
 - (i) The former User is no-longer an employee, third-party consultant, agent, or contractor of Customer, or
 - (ii) The new User has been registered on Veoci to replace a former User who no longer requires ongoing use of the Services.

For the avoidance of doubt, any individual registered as a User on Veoci shall be counted as a User for the full Term unless in the case of (i) or (ii) above.

3. Limitations and Processes

- (a) Third-party interfaces, software, hardware, or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. VEOCI shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third-party provider.
- (b) VEOCI's performance under this Agreement shall be excused as a result of Customer's
 - (i) failure to comply with its obligations as set forth herein;
 - (ii) failure to provide VEOCI with information reasonably deemed by VEOCI to be necessary to assist VEOCI in its performance under this Agreement; or
 - (iii) delay, prevention or interference with VEOCI's performance under this Agreement.
- (c) During normal business hours and no more than twice per year, on reasonable advance notice, describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, VEOCI or a VEOCI-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.



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4. Entries by Non-Users

- (a) As part of the Service, Customer shall have the ability to create external facing forms and workflows that can be accessed and completed by both Users and Non-Users ("External Forms"). Form submissions ("Entries") in non-user forms may be created by Customer employees, consultants, contractors or agents, or by third parties. Customer shall be responsible for all activities that occur in or are related to their use of Customer's External Forms. There is no limit to the number of External Forms a customer can create as part of their use of the Service, however the number of Entries created by Non-Users ("Non-User Entries") shall be limited as set forth in Section 4(b).
- (b) Each individual Entry made by a non-user in an External Form shall be counted as one Non-User Entry. The total number of Non-User Entries shall be counted as the sum of all Non-User Entries made in all Customer External Forms over the course of one (1) year. Entries in External Forms made by Users under this agreement shall not be counted as Non-User Entries. As part of the Service, Customer shall be allotted a set number of Non-User Entries in External Forms per Order Form Term. The number of Non-User Entries available to Customer each Order Form Term shall be equal to twice their total license costs in USD (after any credits or discounts) for that Order Form Term as specified in the applicable Order Form. Additional Non-User Entries may be purchased at the price set forth in the Optional Services Table in Schedule D or negotiated separately. Unused Non-User Entries will expire at the end of the Order Form Term and do not roll over. If Customer purchases additional licenses in the middle of their Order Form Term, they will be allotted additional Non-User Entries based on the cost of the additional licenses.
- (c) Once per year, VEOCI shall assess Customer's use of External Forms. If it is found that the number of Non-User Entries in Customer External Forms exceeds Customer's allotted number of Non-User Entries, then VEOCI may require customer to:
 - (i) purchase additional Non-User Entries for the following Term;
 - (ii) purchase additional User Licenses for the following Term; or
 - (iii) reduce their use of External Forms.

5. Use of Interfaces and APIs

- (a) Typically, customers integrate Veoci with their other applications using APIs. The license includes use of APIs in Veoci, and reasonable usage of APIs is included in VEOCI's standard pricing. For certain use-cases, VEOCI may (i) set reasonable limits on API usage; and (ii) impose a reasonable fee for API usage that exceeds such limits. Any such limitations and fees will be set forth in the applicable Statement of Work. These limitations are in place because it is possible to use Veoci extensively via APIs without logging into Veoci.

6. Customer Responsibilities

- (a) Customer will provide VEOCI with the contact details for its Primary Contact on the Effective Date of this Agreement and will notify VEOCI of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.
- (b) Customer is responsible for all activities that occur in, or are related to, User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Service, and shall notify VEOCI promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.



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- (c) Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not:
 - (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement;
 - (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws;
 - (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights;
 - (iv) interfere with or disrupt the integrity or performance of the Service or the data contained in the Veoci Platform;
 - (v) use the Service to store or transmit any Viruses;
 - (vi) attempt to gain unauthorized access to the Service or its related system or networks; or
 - (vii) monitor the availability, performance or functionality of the Services, or access the Services for any other benchmarking or competitive purposes.
- (d) Customer is responsible for its compliance with all applicable data protection and privacy protection Laws. Customer represents to VEOCI that:
 - (i) it will provide only that personal data that it is authorized to provide to VEOCI, and will do so lawfully in compliance with applicable Laws;
 - (ii) VEOCI or its subcontractors may process such data for the purposes described in this Agreement; and
 - (iii) VEOCI may disclose such data to its subcontractors for this purpose.
- (e) Customer shall not access the Services, and VEOCI may immediately terminate this Agreement, if VEOCI determines, in its reasonable discretion, that Customer is a competitor of VEOCI.

7. Fees and Payment

- (a) Customer will pay VEOCI the fees set forth in the Order Form for setup of User access to the Veoci Platform, use of the Service and any other services or products described therein.
- (b) All payments are due within thirty (30) days from date of invoice. If Customer's account is thirty (30) days or more overdue, VEOCI may:
 - (i) recover one and a half percent (1.5%) interest per month;
 - (ii) suspend the Service upon at least two (2) business days' notice to Customer without liability until any such amounts are paid in full; and
 - (iii) exercise any of its other rights or remedies.
- (c) Unless otherwise expressly provided, VEOCI's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder, excluding taxes based on VEOCI's net income or property.

8. Customer Data

- (a) As between VEOCI and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.
- (b) Subject to VEOCI's responsibilities set forth in Section 9, VEOCI will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means or devices, or any other method.
- (c) Within thirty (30) days of request from Customer and within thirty (30) days of termination of this Agreement, VEOCI shall provide to Customer a copy of all Customer Data stored on Veoci system.



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9. Confidentiality; Privacy

- (a) In the course of performance under this Agreement, one party (the “Disclosing Party”) may disclose, deliver or permit access by the other party (the “Receiving Party”) to its Confidential Information. The Receiving Party shall hold the Disclosing Party’s Confidential Information in strictest confidence and shall not disclose or provide such Confidential Information to any third party except as expressly provided in this Section. The Receiving Party shall not make any use of the Confidential Information except such limited uses as are required or permitted under this Agreement, shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need-to-know basis. Upon expiration or termination of this Agreement, or at any time upon the Disclosing Party’s request, the Receiving Party shall promptly return or, at the Disclosing Party’s option, destroy all of the Disclosing Party’s Confidential Information, and all copies of and other materials containing such Confidential Information, to the greatest extent permitted by law. The Receiving Party shall have no obligation under this Section 9 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence:
- (i) was already known to it at the time of its receipt without restriction on its disclosure;
 - (ii) is or becomes generally available to the public other than by breach of this Agreement;
 - (iii) is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality;
 - (iv) is independently developed without use or reference to any of the Disclosing Party’s Confidential Information.

If the Receiving Party is required by applicable Laws, including the California Public Records Act, or by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so. In addition, Customer shall not, without the prior written consent of VEOCI, disclose publicly or to any third party (excluding employees of Customer with a need to know), the terms and conditions of this Agreement or any Order Form or any related negotiations between the parties, except to the extent required by law.

- (b) In the event of a breach of this Section 9, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For the Veoci Platform, the Service and any other trade secrets, the obligations of this Section 9 shall continue for so long as the information remains a trade secret, and for all other Confidential Information, the obligations shall survive the termination of this Agreement.

10. Proprietary Rights

- (a) VEOCI and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Veoci Platform, the Service and to all VEOCI intellectual property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Platform or the Service for any external use without VEOCI’s prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer’s ownership of the Customer Data, VEOCI retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not:
- (i) modify, copy or create derivative works based on the Veoci Platform or the Service;



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- (ii) frame or mirror any content forming part of the Veoci Platform or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement;
 - (iii) reverse engineer the Veoci Platform or the Service; or
 - (iv) access or use the Veoci Platform or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Platform or the Service.
- VEOCI shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

11. Warranty

- (a) Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.
- (b) VEOCI represents and warrants to Customer that:
 - (i) it owns or otherwise has sufficient rights in the Veoci Platform to grant to Customer the rights to access and use the Service granted in this Agreement;
 - (ii) it has taken commercially reasonable steps to test the Service for Viruses and to prevent the inclusion of Viruses in the Service; and
 - (iii) it complies with all applicable rules and regulations related to cybersecurity, including but not limited to the National Institute of Standards and Technology (NIST) security standards, Payment Card Industry (PCI) security standards, Personally Identifiable Information (PII) security standards, and the California Privacy Rights Act (CPRA.)
- (c) VEOCI DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE VEOCI PLATFORM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VEOCI AND VEOCI MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT VEOCI MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.
- (d) Customer represents and warrants to VEOCI that:
 - (i) Customer has the right to transmit to VEOCI, and receive from VEOCI, all data, material and records, including the Customer Data that Customer provides to VEOCI and that are required to enable VEOCI to perform the Service and any other of its obligations under this Agreement; and
 - (ii) it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

12. Limitation of Liability

Except for death or personal injury and VEOCI's indemnity obligations in Section 13, VEOCI's liability for direct damages, loss or liability for any cause, and regardless of the form of action will be limited to the total amount of the per occurrence insurance limit as specified in Exhibit E.

13. Indemnification

- (a) For Intellectual Property Infringement Claims. VEOCI agrees to defend, indemnify, and hold Customer harmless from and against, any claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including consultant and attorney fees) claims



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(each a "Claim") that the Service or the Veoci Platform alone, and not in combination with any other product or program, infringes any third-party intellectual property rights. VEOCI may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Platform so that it is no longer infringing; or provide a pro rata refund of the fees paid based on the then-current term. VEOCI shall have no liability under this Section if the allegation of infringement is a result of:

- (i) a modification of the Veoci Platform by anyone other than VEOCI,
 - (ii) the Customer or any User not using the Service in accordance with the User Guide,
 - (iii) or a work product that was produced at Customer's specific direction.
- (b) For all other Claims. To the full extent permitted by law, VEOCI shall indemnify, protect, defend (with counsel selected by Customer), and hold harmless Customer, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by VEOCI or by any individual or entity for which VEOCI is legally liable, including but not limited to officers, agents, employees or subcontractors of VEOCI. This requirement encompasses, We do not in practice accept limitations of liability because it shifts a lot of financial responsibility that belongs to VEOCI onto the City, even in cases where VEOCI is technically responsible. However, we would consider accepting if VEOCI were to offer a limitation of liability at the per occurrence insurance limit. Section (b) the City will not waive its right to remedies outside of what is outlined in the agreement. without limitation, Claims arising from cyber security incidents arising out of Provider's performance of the Agreement, and copyright, intellectual property, or patent Claims related to Provider's provision of the Services. A party's indemnification obligation is contingent upon:
- (i) the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense;
 - (ii) the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior written approval, not to be unreasonably withheld or delayed; and
 - (iii) that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

14. Term and Termination of Agreement and Order Form

- (a) This Agreement shall enter into effect on the Effective Date and shall continue until terminated in accordance with below. Notwithstanding (b) and (c) below, the terms of this Agreement shall continue to apply to any surviving Order Form for the duration of such Order Form Term.
- (b) As stated above, any Order Form shall start on the Term Start Date and end on the Term End Date. Such Order Form Term will automatically renew for additional periods equal to the expiring Order Form Term or one year (whichever is shorter) unless either party gives the other notice of non-renewal at least sixty days before the end of the relevant Order Form Term. The pricing during any automatic renewal will be the same as that during the immediately prior Order Form Term unless VEOCI gives Customer a written notice of a price increase at least sixty (60) days before the end of the prior Order Form Term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for the prior year unless the pricing in the prior year was designated as promotional or special rate.]
- (c) Either party shall have the right to terminate this Agreement and/or any Order Form:
 - (i) upon thirty (30) days written notice to the other party of a material breach of the terms of the Order Form and/or Agreement, and such breach remains uncured at the expiration of such period after which written notice is given to the breaching party;



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- (ii) subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party;
 - (iii) for non-appropriation of governmental funding of Customer as a public agency between fiscal years; or
 - (iv) upon the Customer exercising its right to terminate this Agreement and/or any Order Form for any reason in its sole discretion by giving a sixty (60) day written notice to VEOCI at any time during the Order Form Term.
- (d) If Customer gives VEOCI a notice of termination as described in this section, VEOCI will cease to perform the Services at the end of the Order Form Term using reasonable care in concluding its Provision of Services. Upon termination of the Order Form, however caused, Customer shall:
- (i) Pay to VEOCI all outstanding invoices and sums owed which have accrued up to the end of the current term at the time of termination;
 - (ii) at VEOCI's option, either return to VEOCI or destroy all confidential information which it has obtained from VEOCI, provided however, that this requirement shall not prevent Customer for retaining records in compliance with its records retention obligations as a public entity.

15. Waiver of Jury Trial and Choice of Law

(a) THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT. The Agreement shall be construed and governed in accordance with the laws of the State of California. Jurisdiction for any action to enforce or interpret this Agreement shall be vested exclusively in the courts of competent jurisdiction in Orange County, California.

16. Miscellaneous

- (a) Customer may not assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without VEOCI's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns. VEOCI shall have the unrestricted right to
 - (i) assign all of its rights and obligations under this Agreement; and
 - (ii) subcontract all or part of its performance under this Agreement, provided however, that in the event of an assignment, VEOCI shall provide Customer thirty (30) days' written notice before such assignment occurs, and Customer may terminate this Agreement by providing written notice to VEOCI if it does not wish to continue services of the Agreement as assigned.
- (b) Customer authorizes VEOCI to display Customer's name and logo in non-public presentations to prospective clients and also on its website, Veoci.com, to identify Customer as a user of Veoci. VEOCI shall not use the Customer's name and logo or any other identifying marks in any other way without Customer's prior written approval
- (c) Customer shall not export or use the Service in violation of applicable Laws.
- (d) The Services, other technology that VEOCI makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- (e) Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.
- (f) Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable anticipation and control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism,



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court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within VEOCI's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").

- (g) This Agreement supersedes all other prior or contemporaneous agreements, letters, offers, quotations, proposals, purchase orders, representations and other understandings, whether oral or written, on the subject matter of this Agreement and, along with any executed Order Form(s), contains the entire agreement between the parties. No alteration or modification of this Agreement or Order Form will be valid unless made in a writing signed by the parties.
- (h) There shall be no third-party beneficiaries to this Agreement.
- (i) If either party brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by Customer for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.
- (j) All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier. If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.
- (k) The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."
- (l) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.
- (m) The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," "Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due shall survive expiration or termination of this Agreement.

17. Insurance Requirements

- (a) See "Schedule E - Insurance Requirements".





SCHEDULE B. Service Level Agreement

Capitalized terms that are not otherwise defined in this Schedule B shall have the meaning set forth in the Subscription Terms and Conditions.

1. Introduction

The measurements and service levels set forth in this Schedule B are designed to provide an objective measurement of VEOCI's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

2. Reporting

VEOCI agrees to provide to Customer, upon receipt of a written request from Customer, a link to an electronic report which can be accessed at any time to verify VEOCI's performance against the SLAs. VEOCI agrees to investigate and correct failures to meet the SLAs by:

- (a) initiating investigations to determine the root cause of the failure;
- (b) using commercially reasonable efforts to correct the issue;
- (c) advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and
- (d) providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

3. SLA Definitions and Measurements

"Minor Default" is deemed to occur when VEOCI's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.

"Major Default" is deemed to occur when VEOCI's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.

"Scheduled Downtime," means the planned downtime, of which VEOCI has notified Customer at least 72 hours in advance.

"Service Level Default" means that VEOCI's performance fell below the established SLA during a measurement period.

"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.

"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.

Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable. The SLA's set forth in this Schedule shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

4. Exceptions

The following items will not be considered as a part of the calculation of Service Level Credits and VEOCI will be relieved of responsibility for SLAs and associated Service Level Credits to the extent VEOCI's failure to meet the SLA(s) is determined by the parties, to be due to:



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- (a) Force Majeure Events as defined in the Agreement;
- (b) Outages resulting from Scheduled Downtime, including VEOCI's upgrading of data center infrastructure.
- (c) Outages arising from Customer's network being inaccessible.
- (d) Domain Name Server (DNS) issues outside of the control of VEOCI.
- (e) Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of VEOCI), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct.
- (f) Internet outages, or other third-party infrastructure outages which hinder access to VEOCI's environment.
- (g) Outages requested by Customer.
- (h) Changes by Customer, or its agents, to Customer's environment which are not communicated to VEOCI and which adversely impact VEOCI's ability to perform the Service.
- (i) Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

5. Service Level Measurement

- (a) Service Area: Production Uptime
- (b) Objective: VEOCI to provide 99.5% monthly uptime for Production Software Instances
- (c) Measurement: For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable, divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point-in-time that such unavailability is or reasonably should have been detected by VEOCI.
 - (i) $(\text{Uptime \%} = [1 - (\text{downtime} / \text{Production}) * 100\%])$. For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is $[1 - (200 / 43,200) * 100\%] = 99.5\%$
- (d) Target Service Level: Production Uptime is greater than or equal to 99.5%
- (e) Minor Default: Production Uptime is less than 99.5% but greater than or equal to 98%
- (f) Major Default: Production Uptime is less than 98%
- (g) Measurement Period: Measured on a monthly basis. VEOCI will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the request.
- (h) Service Level Credits: Minor Default = credit of one (1) additional day of the Service as an extension of the term of the Agreement.
- (i) Major Default = credit of two (2) additional days of the Service as an extension of the term of the Agreement





SCHEDULE C. Support Agreement

1. Definitions

“Bug” means a reproducible malfunction of the Veoci Platform reported to VEOCI by Customer that prevents the Veoci Platform from performing in accordance with the operating specifications described in the then current documentation.

“Enhancement” a change or addition to the underlying functionality of the Veoci Platform.

“Solution Configuration” means a change or additions to a Solution that significantly alter its functionality from what is scoped in the applicable SOW. Configuration includes without limitation, new or updated integrations, configurations, and print templates.

2. Included Support:

- (a) Support Center. The VEOCI team will provide support from a support center via email, an internet-based Client support tool (English version only), and telephone. All support services shall be provided in English language, unless otherwise specified in this Agreement.
 - (i) Phone: 203-782-5944
 - (ii) Internet based Client support tool: <https://support.veoci.com/>
 - (iii) Email: support@veoci.com
- (b) Hours of Support Center Operation. Support center is available twenty-four (24) hours per day, seven (7) days per week
- (c) Requesting Support.
 - (i) Customer will identify the severity level (defined below) of the incident when requesting support from the support center
 - (ii) If all support center representatives are busy with other calls, a message will be left on the voicemail response system, which will page appropriate support personnel
 - (iii) The VEOCI team will target to meet and exceed defined service level metrics defined in this Schedule
- (d) Non-Critical Issue: System performance or bug affecting some users that does not prevent a customer from using the software to respond to a crisis.
 - (i) Response Time: 2 business days
 - (ii) Channel: Email, web, or general support phone number.
- (e) Critical Issue: System performance or bug affecting all users that would prevent a customer from being able to use the software to respond to a crisis.
 - (i) Response time: 2 business hours
 - (ii) Channel: Email, web, or general support phone number
- (f) Crisis Issue: System outage or severe bug that is preventing customer from using the software during their response to a crisis while such crisis is occurring.
 - (i) Response Time: 30 minutes (24x7)
 - (ii) Channel: Emergency phone number
- (g) Crisis Support: General questions, support, or assistance in the instance where: the Veoci Platform is fully operational, it is outside of VEOCI's applicable business hours, but the customer is responding to a crisis and needs support.
 - (i) Response Time: 30 minutes (24x7). May be subject to \$200 hourly rate.
 - (ii) Channel: Emergency phone number
- (h) Business Hours:



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- a. Standard Contracts M-F 1:30AM-7PM
- b. US-Only contracts M-F 8AM-7PM EST

3. Maintenance Support

- (a) VEOCI will maintain the Veoci Platform by providing to Customer any and all software updates and Enhancements to the Veoci Platform ("Updates") offered by VEOCI. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance Enhancements to existing features. Updates will be installed by Veoci's staff or automated processes.
- (b) VEOCI gives its Users the opportunity to request Enhancements to the Veoci Platform by submitting Enhancement tickets via ADDRESS HERE <https://support.veoci.com> ("Enhancement Requests"). Veoci encourages Users to submit Enhancement Requests, however whether or not an Enhancement Request is fulfilled is at the sole discretion of VEOCI. Enhancement Requests that are fulfilled are incorporated into the Veoci Platform and become available to all customers.

4. Services Not Included

- (a) Solution Configurations are not considered support services, and are not included under this agreement. Any Solution Configuration must be requested in accordance with the Change Management Plan set forth in the applicable SOW.



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SCHEDULE D. Order Form

1. Term of this Order Form

The Service will be available to Customer from: Term Start Date of June 1, 2024 to Term End Date of May 30, 2025 (the "Order Form Term") in exchange for the fees described in Section 3 below, and pursuant to the terms of the Agreement.

The fees and terms offered in the Agreement and herein are contingent upon execution and delivery to VEOCI of a signed acceptance of the Agreement and Order Form no later than thirty (30) days from the date of this Order Form. Otherwise, this Order Form shall be deemed null and void. In the event that VEOCI countersigns this Order Form, the foregoing sentence shall not be deemed to apply.

2. SaaS, Support and Training, and Implementation

2.1 Software as a Service ("SaaS")

2.1.1. Applications

Customer plans to use the Service for daily and emergency operations

2.1.2. Number of Users

During the Term of this Order Form, Customer is permitted to register a maximum of 5 full access, 5 regular access 50s, 20 regular access 25s, 44 infrequent access and 70 occasional access licenses identities as Service users.

2.1.3. Non-User Entries

Service includes the capability to create Non-User Entries in Forms. The number of Non-User Entries available to Customer during the Order Form Term is set forth in the Fee Table in Section 3.1. As needed, additional Non-User Entries may be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.4. Document Storage

VEOCI will provide up to 200 GB (gigabytes) of online storage of documents, photos, and other electronic documentation ("Documents") to Customer. Additional storage can be purchased at VEOCI's standard rates specified in the Optional Services table in Section 3.2.

2.1.5. Integrated Telephone & SMS Capability

Service includes the capability to automatically send and receive SMS and to dial global phone numbers as needed and also use text to speech conversion to read out messages. The SMS and phone calls from the Veoci Platform connect with users who may not be on-line and whose participation is urgently needed. The Veoci Platform integrates this service from a 3rd party supplier and charges can vary based on target country and type of connection. Domestic service to the US is included in the pricing; international calling to other countries is excluded. In order to use this feature, customers must first obtain consent to be contacted via SMS from all potential recipients. Customer must be able to provide evidence of such consent in order to access these features. Veoci's SMS features allow individual users to opt out of receiving SMS notifications without assistance from VEOCI, however assistance is required to opt out of receiving phone calls. Customer is responsible for managing all SMS and phone call consents and communicating any opt-out requests for their registered Veoci users to VEOCI.



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2.2 Support and Training

VEOCI will provide maintenance and support services as outlined in Schedule C, Support Agreement.

2.2.1 Training Offerings

The details of any training services to be provided under this agreement shall be set forth in the applicable SOW.

2.3 Implementation

The details of any implementation and professional services to be provided under this agreement shall be set forth in an applicable SOW. As needed, additional training or professional services, both on-line and on-site, may be procured at VEOCI's standard rates below. Professional services and consulting hours must be used by the Term End Date set forth in Schedule D, Section 1; unused professional services and consulting hours do not roll-over to the following Term.

3. Financial Specifications

3.1 Fees & Term

Recognizing the value of the Customer's business, VEOCI offers the Customer the following fees for the term specified in Schedule D, Section 1 – Term of this Order Form:

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
5	Veoci Full Access License	\$7,287.00
5	Veoci Regular Access Licenses 50s	\$1,585.00
20	Veoci Regular Access Licenses 25s	\$3,279.00
44	Veoci Infrequent Access License	\$4,610.00
70	Veoci Occasional Access License	\$3,060.00
1	Up to 40,000Non-User Form Entries (External Forms) Included	\$0.00
1	Contact or Member List Integration	\$1,250.00*
1	Single Sign On (SSO) (SAML Based)	\$1,250.00*
	Support, Hosting	Included
	Total - Annual	\$22,321.00



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QTY	DESCRIPTION	ONE-TIME FEE
1	Implementation of Veoci Core for Government per SOW	\$5,000.00
1	Implementation of Watch Commander Board per SOW	\$1,425.00
1	Professional Services Hours for Additional Configuration	\$3,800.00
4	Administrator Training Credits - 3 days, 5 hours/day (per person)	\$3,800.00
4	Administrator Training Discount	(\$3,800.00)
1	Sales Tax*	00.0*
	Total – One-Time	\$10,225.00
	First Year Total	\$32,546.00

*Plus, Applicable Sales Tax

3.2 Optional Services if requested

Standard Training and Consulting Rates – Effective 11-1-2023 - (Subject to change)		
Item	Unit	Price
Administrator Training Credits (remote)	3 Half-Days - Price per attendee	\$1,250
Client Hosted Bootcamp (onsite)	2 Days – Price per attendee (Min 8, Max 15, 1 trainer)	\$950, client pays for trainer's travel and expense
SAML Based SSO Integration (Standard)	Implementation	\$1,250
Contact or Member List Integration (Standard)	Implementation	\$1,250
Professional Services & Consulting – Standard	Hourly	\$190
Professional Services & Consulting – US Only	Hourly	\$280
Professional Services & Consulting – Enterprise/Finance/Aviation	Hourly	\$240
Professional Services & Consulting – Custom Integrations	Hourly	\$240
Professional Services & Consulting – Subject Matter Expert	Hourly	\$350
Professional Services & Consulting – PMP Certified Project Manager	Hourly	\$350
Organization Branding (client logo on e-mails and system screens)	One-time Implementation	\$1,500
T&L (Without Air)	Per diem	\$300
Hosted Storage	Extra 100 GB per year	\$100
Non-User Entry (External Forms)	Single Entry	\$1.25



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4. Commencement of Work

4.1 Purchase Order Requirement

The Customer hereby agrees to notify VEOCI as to whether a Purchase Order ("PO") is requisite for the purpose of invoicing. Unless otherwise specified by VEOCI, the initial invoice shall be issued at the onset of the term to duly initiate the provision of services. The Customer hereby unequivocally affirms one of the ensuing declarations:

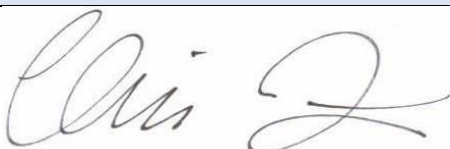
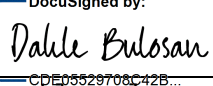
☐ Customer requires a PO to be properly invoiced. Customer shall ensure that any applicable PO is issued in advance of the invoicing period as specified in Section 4.1.

☐ Customer does not require a PO to be properly invoiced. Customer acknowledges that the first invoice will be issued as specified in Section 4.1.

4.2 Notification and Confirmation

In the event that Customer requires a Purchase Order for invoicing, VEOCI may not commence any work or services under this Agreement until a Purchase Order has been issued by Customer, unless otherwise agreed upon by both parties. Should VEOCI initiate any services or work prior to receiving a PO, it will be solely at VEOCI's discretion, and VEOCI acknowledges that Customer may not be obligated to compensate or recognize such services. Upon receipt of any applicable PO, VEOCI will promptly invoice the Customer and provide written confirmation detailing the precise extent of the work, services, or goods to be provided as described in the PO.

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Order Form as of the date first set forth below.

Veoci Inc. Executed By its Authorized Representative	City of Irvine, CA Executed by its Authorized Representative
Signature: 	Signature: 
Print Name: Christopher Ford	Print Name: Dante Bulosan
Title: VP of Sales & Partnerships	Title: Director of Administrative Services
Date: May 16, 2024	Date: 5/30/2024



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SCHEDULE E. Insurance Requirements

E.0 Business License Requirement. VEOCI's who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

E.1 Insurance. Without limiting VEOCI's indemnification obligations, VEOCI shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by VEOCI, its agents, representatives, employees, and/or subcontractors. In the event that VEOCI subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between VEOCI and such subcontractor shall require the subcontractor to maintain the same policies of insurance that VEOCI is required to maintain pursuant to this Section 2.1.

E.1.1 Insurance Coverage Required. The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to VEOCI; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of VEOCI under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of VEOCI's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of VEOCI's performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of VEOCI providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if VEOCI does not employ any person in any manner so as to become subject to the workers' compensation laws of California, VEOCI agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of VEOCI's failure to provide such worker's compensation insurance. VEOCI agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

C. Cyber Liability Insurance. Coverage as appropriate shall be in an amount not less than \$5,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) system failure, damage to or destruction of electronic information, data recovery, business interruption, cyber extortion, and information theft; (4) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub limit. **Evidence of Insurance:** VEOCI shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided. The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send VEOCI an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

- D. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of VEOCI
4. Contain any other exclusion contrary to the Agreement.

- E. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions** must be approved in writing by the City.

- F. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

- G. Insurance of Subcontractors.** VEOCI shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

E.2 Indemnification. VEOCI shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of VEOCI, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

E.2.1 VEOCI shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

E.2.2 VEOCI shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

E.2.3 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, VEOCI shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve VEOCI from liability under this section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 555 Long Wharf Drive New Haven CT 06511	CONTACT NAME: Maureen Sullo PHONE (A/C, No, Ext): 978-322-7383 FAX (A/C, No): 203-789-0583 E-MAIL ADDRESS: maureen.sullo@assuredpartners.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Great Northern Insurance Co. NAIC # 20303	
INSURER B: Federal Insurance Company NAIC # 20281	
INSURER C: Underwriters at Lloyds of London NAIC # 15792	
INSURER D: Scottsdale Insurance Company NAIC # 41297	
INSURER E: Columbia Casualty Company NAIC # 31127	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1455401498**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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35929481	3/7/2024	3/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73566408	3/7/2024	3/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79874433	3/7/2024	3/7/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71738811	3/7/2024	3/7/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D E	Professional Liab / Cyber Liab			W1F2B4240801 EKS3516134 652330533	3/7/2024 3/7/2024 3/7/2024	3/7/2025 3/7/2025 3/7/2025	Ea. Occ. / Aggregate Retention \$15,000,000 \$25,000

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

If required by written contract, The City of Irvine and their Officers, Employees, Agents, Volunteers and Representatives are included as additional insured on the General Liability per form 80-02-2367 0507.

CERTIFICATE HOLDER**CANCELLATION**

City of Irvine One Civic Center Plaza Irvine CA 92623	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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