MASTER SERVICES AGREEMENT NO. 23355

This Master Services Agreement No. 23355 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and the City of Redondo Beach, a chartered municipal corporation, with its principal office located at 415 Diamond Street, Redondo Beach, CA 90277 ("Client"). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

Company Affiliate means any legal entity that directly or indirectly controls, is controlled by, or is under common control with MCCi LLC.

As used in this Agreement, "Company" means MCCi, LLC and any Company Affiliate that provides Services under an applicable Order. Company shall remain fully responsible and liable for the performance of this Agreement and each Order, regardless of whether Services are performed by a Company Affiliate.

Company represents and warrants that JustFOIA, as referenced in Addendum No. 1 to this Agreement, is a Company Affiliate within the meaning of this Agreement. Company further represents and warrants that JustFOIA is authorized to perform Services under the applicable Order and Addendum, and that Company shall remain fully responsible for the acts and omissions of JustFOIA in accordance with this Agreement.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing and executed by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof.

Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, the provisions of this Agreement shall govern and control; provided, however, that an applicable Order may specify the fees, invoicing cadence, and payment schedule for that Order, and in the event of a conflict solely as to those fee/invoicing/payment details, the Order shall control. No Order or purchase order may impose interest, penalties, or collection fees, or reduce Client's refund rights under Section 3, unless expressly stated in the applicable Order and executed by authorized representatives of both Parties.

Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Company may perform Services under this Agreement through one or more Company Affiliates subject to the definition of "Company" set forth above.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. Client and Company understand that no expenses are contemplated under this Agreement as all services shall be performed remotely.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within sixty (60) days from the receipt of each invoice. Interest, penalties, or collection fees are expressly disallowed.

Client will remit full payment for Services and/or Deliverables incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Annual Services"**) will continue unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Annual Services; or
(c) not paid in full the renewal invoice within 60 days after scheduled renewal date of the Annual Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full;

For clarity, no Annual Services renewal shall extend beyond the Agreement expiration date set forth in Section 4 unless the Parties execute a written amendment extending the Agreement term.

Once payment has been received, no refunds for Annual Services are available.

Client shall have no obligation to pay for Services or Deliverables not accepted in writing. If the Client has prepaid any amounts for Services or Deliverables not yet performed or delivered as of the effective date of termination or suspension, the Company shall promptly issue a pro-rata refund for the unearned portion, calculated on a daily basis through the termination date. All refunds shall be made within thirty (30) calendar days of termination.

4. <u>Term and Termination</u>

This Agreement will commence on the Effective Date and expire on December 31, 2028. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Annual Services from a third party.
(e) Upon termination by the Client for any reason other than its own material breach, the Company shall immediately cease work and refund to the Client any prepaid but unearned fees on a pro-rata basis for one-time Services not performed and Deliverables not provided as of the effective termination date. The Client's payment obligation shall be limited to Services satisfactorily performed and accepted prior to termination.

5. <u>Working Arrangements</u>

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Upon at least 72 hours notice, Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. <u>Company Personnel</u>

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**") and shall ensure that all subcontractors comply with every applicable term of this Agreement. Company shall remain fully responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible and at no additional cost.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Reserved

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority; (v) disclosed due to any rule, order, referral, or request, including without limitation any rule, order, referral, or request of Client's City Council; or (vi) disclosed as part of the Client's customary contract approval process.

The obligations set forth in this Section shall survive termination or expiration of this Agreement.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

For the avoidance of doubt, all data, records, content, and information provided by or on behalf of Client, including any Client data that is processed, modified, transformed, organized, analyzed, or output through the Solution, shall remain the sole and exclusive property of Client. Nothing in this Agreement shall be construed to grant Company any ownership interest or intellectual property rights in Client data, except for the limited rights necessary to host, process, and provide the Services in accordance with this Agreement.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. <u>Data Privacy</u>

If, in the course of providing Services to Client, Company receives, stores, maintains, processes, transmits, or otherwise has access to "**Confidential Information**" (as defined under applicable State Data Protection Laws, European Union Directives, and any successor laws), Company shall protect such Confidential Information in strict compliance with all applicable laws and the security standards set forth in this Section.

(a) SOC 2 Requirement. Company shall implement and maintain SOC 2 Type II compliance (or its successor standard) throughout the duration of this Agreement. Upon Client's written request, Company shall provide a current SOC 2 Type II report or equivalent third-party certification demonstrating ongoing compliance.

(b) Use and Disclosure Restrictions. Company may use Confidential Information only for the purpose of performing the Services. Company may disclose Confidential Information solely to:

  (i) Company Personnel with a legitimate need to know;
  (ii) third-party service providers bound by written agreements requiring security and confidentiality protections at least as protective as those in this Agreement; and
  (iii) other entities expressly authorized by applicable law.

No other disclosure of Confidential Information is permitted without Client's prior written consent.

(c) Advance Notice of Required Disclosure. If Company receives a subpoena, court order, law enforcement request, or other legal demand seeking disclosure of Confidential Information, Company shall provide Client with at least ten (10) days' prior written notice before disclosing any information. The notice must be sufficient to allow Client the opportunity to seek a protective order, injunction, or other appropriate remedy. Where disclosure is legally required earlier than ten days, Company shall provide the maximum advance notice permitted by law.

(d) Security Breach Notification. In the event of any actual or reasonably suspected unauthorized access to, acquisition of, or compromise of Confidential Information or systems containing Confidential Information ("Security Breach"), Company shall:

  (i) notify Client in writing within twenty-four (24) hours of discovering the Security Breach;
  (ii) provide all known details regarding the nature, scope, root cause, and affected data;
  (iii) immediately take all necessary steps to contain, investigate, and remediate the Security Breach at Company's sole expense to the extent the breach results from Company's negligence, willful misconduct, or breach of this Agreement; and
  (iv) fully cooperate with Client, its regulators, and law-enforcement authorities in any related investigation or notification process.

11. <u>Warranty</u>

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

Company warrants that all Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards, and that all Deliverables will substantially conform to the applicable specifications and requirements set forth in the corresponding Order. Upon notice of any material defect or non-conformance within ninety (90) days after acceptance, Company shall, at no additional cost to Client, promptly correct or replace the affected Deliverable so that it meets the applicable requirements.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices

Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

(d) Disclaimer.

Except as expressly provided in this Section 11, the applicable Exhibits and/or Orders, no other warranties are made or implied; provided, however, that nothing in this Section shall limit Client's rights or remedies for any breach of warranty or failure of performance under this Agreement.

12. <u>Indemnification and Limitation of Liability</u>

(a) Indemnification.

To the extent caused by Company's negligence, willful misconduct, or breach of this Agreement, Company shall defend, indemnify, and hold Client harmless from any third-party claims, demands, suits, or proceedings **("Claims")** alleging:

(i) bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement;

(ii) that Client's authorized use of the Solution infringes a United States copyright, patent, or trade secret; or

(iii) unauthorized acquisition, disclosure, misuse, or other compromise of Client Confidential Information to the extent resulting from a Security Breach (as described in Section 10) caused by Company's negligence, willful misconduct, or breach of this Agreement.

Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement results from:

(a) information or requirements furnished solely by Client;

(b) modifications to the Solution not made or authorized in writing by Company; or

(c) use of the Solution with a third-party product or service not provided or approved in writing by Company.

If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance. Failure to give prompt notice shall not relieve Company of its indemnification obligations except to the extent materially prejudiced thereby.

(c) Limitation of Liability.

Except as provided in the following paragraph, each Party's total aggregate liability arising out of or relating to this Agreement shall not exceed $250,000.

In no event shall either Party be liable for indirect, incidental, special, or consequential damages (including lost profits), except to the extent such damages are awarded to a third party in a Claim subject to indemnification.

Equitable relief rights shall remain available, provided such relief does not expand damages beyond the limitations above.

13. <u>Insurance</u>

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $5,000,000 in the aggregate

Commercial General Liability coverage shall name Client as an additional insured on a primary and non-contributory basis. Company shall add Client as an additional insured under the insurance policies described herein.

Upon request, Company shall provide certificates of insurance and endorsements evidencing the required coverage.

14. <u>Notices</u>

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	City of Redondo Beach
3717 Apalachee Parkway	Information Technology Department
Suite 201	415 Diamond Street
Tallahassee, FL 32311	Redondo Beach, CA 90277
Attn: Legal Department	Attn: Mike Cook
Email: legal@mccinnovations.com	Email: mike.cook@redondo.org

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

Neither Party shall be liable for delay or failure in performance of its obligations (other than payment of money) due solely to acts of God, war, terrorism, civil disturbance, natural disaster, epidemic, or other events beyond its reasonable control and not resulting from its fault or negligence ("Force Majeure Event"). The affected Party shall provide written notice to the other within five (5) business days after the occurrence, describing the event, anticipated duration, and efforts to mitigate. The Party claiming Force Majeure shall use commercially reasonable efforts to resume full performance as soon as practicable and shall keep the other Party informed in writing of material developments. Failure to give timely notice or to exercise diligent efforts shall void the claim of Force Majeure. If a Force Majeure Event continues for more than thirty (30) consecutive days, the Client may terminate this Agreement without penalty upon written notice, and the Company shall refund any prepaid but unearned amounts on a pro-rata basis.

(k) Audit Rights.

With at least 48 hours' notice, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

If any audit discloses overcharges, unsupported costs, or other discrepancies, the Company shall promptly reimburse the City for the overbilled amounts. The Company shall retain all records relevant to this Agreement for as long as required by law. The obligations of this Section shall survive termination or expiration of the Agreement. In all other cases, Client will bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. The Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors.

(p) Cybersecurity Standards.

(1) Company shall comply with all applicable federal, state, and local laws and regulations relating to data privacy and cybersecurity, including but not limited to the California Consumer Privacy Act ("CCPA"), the California Privacy Rights Act ("CPRA"), HIPAA, SB 1386, and the PCI-DSS where credit cards are involved, and any other applicable privacy or security laws.

(2) Company shall implement and maintain appropriate technical and organizational security measures to protect any Client Confidential Information from unauthorized access, disclosure, alteration, destruction, or loss. At a minimum, these measures shall include:

(i) Encryption. All Client Confidential Information, including Client Confidential Information, must be encrypted in transit and at rest using industry-standard encryption protocols, such as TLS 1.3, AES-256, or better.

(ii) Access Controls. Company shall implement strict access control measures, including multi-factor authentication ("MFA"), role-based access controls ("RBAC"), and the principle of least privilege, ensuring that only authorized personnel have access to Client Confidential Information.

(iii) Secure Data Storage. Company shall ensure that Client Confidential Information is stored in secure data centers that comply with industry-recognized security standards, such as SOC 2, ISO 27001, or equivalent. Maintain SOC 2 throughout the duration of the Agreement.

(iv) Network Security. Company shall maintain up-to-date firewalls, intrusion detection and prevention systems ("IDPS"), anti-virus software, and other security tools to safeguard Client Confidential Information from external and internal cyber threats.

(v) Personnel Security. Company shall implement personnel security measures, including conducting background checks for employees with access to Client Confidential Information. In addition, the Company shall ensure all employees handling Client Confidential Information are trained regularly on best practices in cybersecurity and data protection. Training shall cover topics such as data privacy laws, phishing prevention, secure data handling, and incident reporting procedures.

(vi) Alignment with Standards and Audits. All security measures shall align with the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) or an equivalent framework (e.g., ISO 27001 or SOC 2 Type 2). Company shall conduct annual third-party audits of its cybersecurity practices and provide the Client with certified reports, including any findings related to Client Confidential Information. Audits shall cover compliance with CCPA/CPRA requirements, including any amendments on data minimization and location data handling.

(3) Company shall maintain a comprehensive incident response plan to address potential cybersecurity incidents, including but not limited to data breaches, malware infections, and unauthorized access to Client data. In the event of any security breach or unauthorized access involving Client data, Company agrees to:

a. Notify the Client in writing within 24 hours of discovering any actual security incident involving Client data.

b. Investigate the breach, take all necessary steps to contain and mitigate its impact, and provide a full written report to the Client detailing the breach's nature, the data involved, and the corrective actions taken.

c. Fully cooperate with the Client and any regulatory authorities in any investigation or legal actions relating to the breach, including providing access to any relevant security logs, audit trails, or other information.

(4) Company shall implement a robust data backup and disaster recovery plan. Company shall ensure that all Client Confidential Information is backed up regularly to secure offsite locations with sufficient geographic redundancy. Company shall ensure that in the event of a disaster or significant system failure, all Client Confidential Information can be restored to its original state within a reasonable timeframe agreed upon with the Client.

(5) Upon termination or expiration of the Agreement, or upon the Client's request, Company shall:

a. Return or Destroy Data. Promptly return all Client Confidential Information in a format specified by the Client or securely destroy the data and provide a written certification of destruction within thirty (30) days of the Client's request.

b. Secure Disposal. Ensure that any media, devices, or documents containing Client Confidential Information are disposed of in a manner that ensures the data is rendered irrecoverable, using methods such as secure shredding or certified electronic data

destruction. For Police Department data, Company shall utilize Department of Defense ("DOD") certified destruction processes to ensure the complete and secure disposal of all confidential law enforcement-related information.

c. Post-Termination Access Limitations. Notwithstanding any provision in the Agreement, access to Client Confidential Information after termination or expiration for purposes of calculating compensation under Exhibit "C" shall be restricted to aggregated or de-identified data only, where feasible, and shall expire six (6) months following termination or expiration, unless extended by mutual written agreement. Upon expiration of this access period, Company shall immediately destroy all such data pursuant to subsections (1) and (2) above, and provide certification thereof.

(6) If Company uses any subcontractors or third-party providers to assist in the performance of services under this Agreement, Contractor shall ensure that such subcontractors or providers comply with the same cybersecurity requirements outlined in this Agreement.

(q) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(r) Reserved.

(s) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(t) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(u) Governing Law.

Any claim dispute or controversy arising out of or relating to this Agreement or any addendum ("Dispute") will be governed by and construed with (i) the laws of the State of California, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. Any Dispute shall be brought exclusively in the Superior Court of California, County of Los Angeles, and each Party consents to the personal jurisdiction and venue of that court. Nothing in this Section shall be deemed to waive or limit the City's rights or procedural protections under the California Government Claims Act (Cal. Gov. Code § 810 et seq.) or any other applicable laws.

(v) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), , 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(w) Reserved.

(x) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(y) Reserved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC,
a Florida limited liability company

Signed: Signed by: Victor D'Aurio 97788080F6074D0...

Name: Victor D'Aurio

Title: COO

Date: 3/27/2026 | 5:42 AM PDT

CITY OF REDONDO BEACH
a chartered municipal corporation **("Client")**

Signed: _____

Name: _____

Title: _____

Date: _____

PO BOX 270
REDONDO BEACH, CA 90277

Signed by: Diane Strickfaden ABED8CF35EEF48C...
Diane Strickfaden, Risk Manager
4/2/2026 | 9:13 AM PDT