

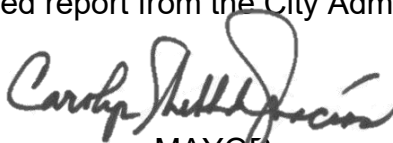
0150-12554-0000

TRANSMITTAL

TO The City Council	DATE 01/18/2024	COUNCIL FILE NO. 18-0265
FROM The Mayor	COUNCIL DISTRICT ALL	

**First Restated and Amended Contract C-131282 with Skyvera LLC for the provision of
Citywide Voice over Internet Protocol (VoIP) services.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act,
otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).
See the attached report from the City Administrative Officer.



MAYOR

(Carolyn Webb de Macias for)

MWS:ADP:11240060h

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 12/18/23	C.D. No. All	CAO File No.: 0150-12554-0000
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara 213-978-3346	
Reference: Transmittal from ITA dated November 9, 2023			
Purpose of Contract: For the provision of Voice over Internet Protocol (VoIP) services			
Type of Contract: () New contract (X) Amendment, Contract No. C-131282		Contract Term Dates: May 17, 2019 through May 16, 2025 (two-year extension)	
Contract/Amendment Amount: \$4,500,000			
Proposed amount \$ 4,500,000+ Prior award(s) \$ 6,750,000= Total \$ 11,250,000			
Source of funds: General Funds requested to be budgeted within ITA's Contractual Services Account			
Name of Contractor: Skyvera LLC			
Address: 2028 E. Ben White Blvd., Suite 240-2650, Austin, TX 78728			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested		X	
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
Contractor has complied with:		Yes	No
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances		X	
10. Contractor Responsibility Ordinance		X	
11. Disclosure Ordinances		X	
12. Bidder Certification CEC Form 50		X	
13. Prohibited Contributors (Bidders) CEC Form 55		X	
14. California Iran Contracting Act of 2010		X	

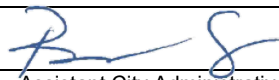
RECOMMENDATION

That the Council authorize the General Manager of the Information Technology Agency, or his designee, to execute the First Restated and Amended Contract C-131282 with Skyvera LLC, in order to extend the term by two years for a revised term of seven years through May 16, 2025, and increase the contract compensation by \$4,500,000 for a total contract amount of up to \$11,250,000, subject to the approval of the City Attorney as to form.

SUMMARY

The Information Technology Agency (ITA) requests approval to execute the First Restated and Amended Contract C-131282 (Contract) with Skyvera LLC (Skyvera) for the provision of Voice over Internet Protocol (VoIP) services. VoIP allows users to make voice calls over a broadband internet connection rather than a standard voice line. Over 10,000 City employees in nearly all City departments at over 150 City facility locations utilize VoIP services to conduct City business, and over 7,000 VoIP circuits are funded through this Contract.

Contract C-131282 was initially approved by the City Council in 2018 (C.F. 18-0265). On May 17, 2018, the original Contract commenced with the vendor Genband US LLC (Genband) for a term of three years through May 16, 2021 with two one-year options to extend the term. At the time of the original Contract

Austin Patrick			
ADP	Analyst	11240060h	Assistant City Administrative Officer

approval, the City Council also authorized ITA to amend the Contract in the event of a change of ownership of Genband, if the new owner complies with and assumes all contract terms and conditions. The Contract has undergone a series of amendments since the initial execution to change the ownership and extend the term, including:

- In September 2019, an Assignment and Assumptions Agreement was attested to allow the Contract services to be provided by Ribbon Communications Operating Company, Inc.;
- In March 2021, ITA exercised the first option to extend the Contract for a revised term of four years effective through May 16, 2022;
- In April 2022, ITA exercised the second option to extend the Contract for a revised term of five years effective through May 16, 2023; and,
- In June 2022, an Assignment and Assumptions Agreement was attested to allow the contract services to be provided by American Cloud Technologies, Inc. (AVCT).

In anticipation of the Contract's expiration in May 2023, ITA prepared to move the VoIP services from Contract C-131282 to Contract C-139887 with AT&T Corp, as AT&T stated it would be able to support and effect the migration of the more than 7,000 VoIP circuits prior to the expiration of Contract C-131282. Meanwhile, in February 2023, AVCT filed for Chapter 11 bankruptcy, and in March 2023 Skyvera acquired a portion of AVCT's assets including the City's Contract. Subsequently, AT&T was unable to complete the migration of the VoIP lines prior to the May 16, 2023 expiration of the Contract, and there were still thousands of circuits to migrate after the expiration of C-131282. Complete migration of all VoIP services Citywide is estimated to take up to two years to complete to ensure there is not a major disruption to City services. ITA is therefore requesting to extend the Contract with Skyvera by two years through May 16, 2025 to provide time to complete the migration of circuits to other vendors.

The services provided by this Contract are vital to City operations and public safety, as over 40 police and fire stations are included in the City sites serviced by this Contract. Due to claimed increased operating costs brought on by their purchase of the bankrupt AVCT, Skyvera has drastically increased pricing for VoIP services and licenses. For example, the previous cost of \$8 per license has been increased to \$21 per license. ITA anticipates being able to fund this cost increase in 2023-24 within the Department's existing budget through internal funding transfers, but is requesting an additional \$1.4 million in 2024-25 to fund this cost increase while the Department works to migrate lines to other, more cost effective alternative contractors.

A Charter Section 1022 determination was not required as utility providers own and control their existing physical infrastructure and any labor is incidental. The Contractor has complied with all applicable contracting requirements. Pursuant to Administrative Code Section 10.5(b), City Council approval of the Contract is required because the term exceeds three years.

FISCAL IMPACT STATEMENT

Funding for VoIP services in the amount of \$3.4 million is available in ITA's Communication Services Account in the 2023-24 Adopted Budget. ITA anticipates required 2023-24 funding will exceed this amount and expects being able to fund the increased costs in 2023-24 with savings from other Departmental accounts. In 2024-25, the General Fund impact is anticipated to be \$1.4 million. The Department has requested these funds in its 2024-25 budget request to continue VoIP services while ITA completes the VoIP migration to a different vendor.

FINANCIAL POLICIES STATEMENT

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

MWS:ADP:11240060

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ASSISTANT GENERAL MANAGER

TITA ZARA
ASSISTANT GENERAL MANAGER

EDUARDO MAGOS
ACTING ASSISTANT GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.org

November 9, 2023

REF: EXE-327-23

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR FIRST RESTATED AND AMENDED
CONTRACT C-131282 – SKYVERA LLC – VOICE OVER INTERNET
PROTOCOL SERVICES**

Dear Mayor Bass:

Attached for your review and approval is the draft First Restated and Amended Contract C-131282 with Skyvera LLC for Voice over Internet Protocol services. The proposed amendment would extend the term by two years through May 16, 2025, and increase the expenditure limit by \$4,500,000 to \$11,250,000.

BACKGROUND

Voice over Internet Protocol (VoIP) is a technology that allows users to make voice calls over a broadband internet connection rather than a standard phone line. Currently, 10,000 City staffers in 39 public safety sites for Los Angeles Police Department (LAPD) and Los Angeles Fire Department (LAFD) facilities, and 111 other sites for Library, Public Works, Sanitation, and other departments use VoIP technology to make and receive phone calls in their day-to-day work. In 2018, ITA established Contract C-131282 with Genband USA LLC (Genband), which the City uses to provide VoIP services to Council-controlled departments (C.F. 18-0265).

In 2017, Genband merged with Sonus Networks to form Ribbon Communications Operating, Inc. (Ribbon), and the City agreed to allow Genband to assign the Contract to the new company through an Assignment and Assumptions Agreement attested September 17, 2019.

On March 21, 2021, ITA exercised its first option to extend the contract for an additional year through May 16, 2022.

In December 2020, AVCTechnologies Inc. (AVCT) acquired Kandy Communications Business (Kandy), the subsidiary of Ribbon that serviced the Contract. The City agreed

to allow AVCT to assume the contract, and on February 20, 2022, the Assignment and Assumption Agreement was attested.

On April 21, 2022, ITA exercised its second option to extend the contract through May 16, 2023.

On February 8, 2023, AVCT filed for Chapter 11 in the United States Bankruptcy Court for the District of Delaware. AVCT put its Kandy subsidiary up for auction on March 7, 2023. Skyvera LLC's (Skyvera) bid was successful, and on March 23, 2023, Skyvera acquired Kandy and assumed Contract C-131282.

In preparation for Contract C-131282's expiration, ITA began to transfer the VoIP services to Contract C-139887 with AT&T Corp. AT&T originally claimed it would be able to support and effect the migration of the more than 7,000 VoIP circuits prior to May 16, 2023, when the AVCT contract expired. However, AT&T has been unable to follow through on this promise, and the City still has thousands of circuits to migrate. In addition, ITA's limited resources made it impossible to transfer all of the circuits to AT&T before Contract C-131282 expired, and complete migration of all VoIP services citywide from one vendor to another is estimated to take up to two years to complete to avoid major disruption to City services.

Because the services provided by this contract are vital to City operations and public safety and any lapse in services will impact day-to-day operations and public services, ITA is recommending that the City extend the Contract by two years. In conjunction with the two-year extension request, ITA is also requesting an increase of \$4,500,000 in contract authority, bringing the contract limit up to \$11,250,000 to cover the estimated Citywide expenditure for VoIP services.

ADMINISTRATIVE REQUIREMENTS

The Personnel Department does not require a Charter Section 1022 report as utility providers own and control their existing physical infrastructure and any labor is incidental. Contractor has agreed to the insurance requirements set by the Office of the City Administrative Officer's Risk Management team and is in the process of uploading the insurance Acor to the KwikComply website. ITA will verify compliance before the contract is executed.

The Contractor uploaded both the Equal Benefits Ordinance/First Source Hiring Ordinance and Disclosure Ordinance affidavits to the LARAMP website, and the documents were verified by the Public Works Bureau of Contract Administration (BCA) on September 14, 2023.

Compliance with Executive Directive 35 (Garcetti) was submitted on September 6, 2023, and is awaiting verification by the system.

The Contractor Responsibility Questionnaire was filed on October 4, 2023, and verified by the Authorized DAA Representative in Public Works on November 7, 2023.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 were completed by the vendor, and CEC Form 55 was filed with the Ethics Commission on October 4, 2023.

The headquarters address and workforce information are as follows:

2028 E. Ben White Blvd., Suite 240-2650
Austin, TX 78728
Percentage of Workforce residing in the City: 0%

Contractor submitted a signed California Iran Contracting Act of 2010 affidavit on September 11, 2023.

The Business Tax Registration Certificate was filed with the Office of Finance.

The draft agreement has been reviewed by the City Attorney as to form.

FISCAL IMPACT STATEMENT

Additional funding in the amount of \$1,400,000 is needed in Fiscal Year 2024-25 to continue current services while ITA completes their migration from Skyvera to a new vendor. ITA is submitting this request through the budget process.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Information Technology Agency, or designee, to execute a contract amendment to extend the term of Contract C-131282 through May 16, 2025, and increase the overall expenditure limit to \$11,250,000.

Please contact Tita Zara, Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,



Ted Ross
General Manager

Attachments

ec: Melissa Velasco, CAO
Austin Patrick, CAO
Tita Zara, ITA
Bhavin Patel, ITA
Frank Gonzales, ITA
Carlos Octoman, ITA
Maria Cecilia Ramos, ITA
Maggie McNally, ITA

FIRST RESTATED AND AMENDED CONTRACT NUMBER C-131282

between

CITY OF LOS ANGELES

and

SKYVERA LLC

THIS FIRST RESTATED AND AMENDED CONTRACT ("Contract" or "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "City" or "Customer"), acting by and through the Information Technology Agency, and Skyvera LLC, a Delaware corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City of Los Angeles, through its Information Technology Agency ("ITA"), is responsible for providing select telecommunication services to all City departments, including Voice-over-Internet-Protocol ("VoIP") technology;

WHEREAS, effective May 17, 2019, Genband US LLC ("Genband") and the City entered into Contract No. C-131282 ("Original Agreement"), whereby Genband agreed to provide to the City VoIP telecommunications services ("Services") through May 16, 2021, said term having been subsequently extended to May 16, 2022;

WHEREAS, on or about December 14, 2018, the City accepted Genband's updated catalog price list;

WHEREAS, on or about September 16, 2019, the City consented to an assignment and assumption of the Contract from Genband to Ribbon Communications Operating Company, Inc. ("Ribbon");

WHEREAS, on or about February 20, 2022, the City consented to an assignment and assumption of the Contract from Ribbon to American Cloud Technologies, Inc., ("AVCT") and the change of the VoIP provider from IntelPeer Cloud Communications LLC to Kandy Communications LLC ("Kandy");

WHEREAS, on or about March 24, 2023, Contractor acquired the assets of AVCT, including the VoIP provider, Kandy, and the City has consented to Contractor's assignment and assumption of the Contract;

WHEREAS, the City is working to transfer the Services to a new vendor but needs additional time to complete the work involved;

WHEREAS, Contractor agrees to provide the Services for an additional two years or until such time that the transfer has been completed;

WHEREAS, the City's General Provisions formerly included in the body of the Original Agreement as Section VII and Parts A-H, J, N, O, and P of Section VIII, have been replaced in this Contract by the City's Standard Provisions (Rev. 9/22)[v.1];

WHEREAS, Contractor has updated its catalog price. This list has been included as Appendix B; and

WHEREAS, the extension of the term of the Contract requires an increase in the City's total expenditure obligation under the Contract by \$4,500,000 to from \$6,750,000 to \$11,250,000.

NOW, THEREFORE, in consideration of the above premises and of the covenants and agreements hereafter set forth, the parties hereby covenant and agree as follows:

I. TERM OF CONTRACT

The term of this Contract shall commence on May 17, 2018, and shall terminate on May 16, 2025, or at such time as all funding set forth in Section III.A has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

II. STATEMENT OF WORK

Contractor shall agree to perform the services required by the City consistent with the terms and conditions set forth in this Contract, including the Appendices which are entered into by mutual agreement and incorporated into this Contract.

Specific utility services and products for this Contract are listed in Appendix B. Contractor shall also provide the services as set forth in Appendix C (Service Level Agreement) for the Contractor products and Contractor services provided under this Contract as described in Appendix C (i.e., no third-party products or services including, but not necessarily limited to, Voice Services).

Contractor understands that the City may have, or may subsequently enter into, other contracts with vendors for identical or similar services. Therefore, Contractor agrees that this Contract does not grant an exclusive right to Contractor to provide all services

set forth in this Agreement. Only specific technology descriptors (services) as set forth herein will be allowed for purchase under this Contract.

Contractor agrees that the start date of a license purchased under this Contract, irrespective of when purchased, shall be when City personnel activate the license in the Contractor's portal.

Before any products or services are provided under this Contract, Contractor must first receive written approval to proceed by the Information Technology Agency (ITA) via a Sub Authority for Expenditure (SAFE) issued to Contractor for the applicable services.

Except as provided in Appendix D, Contractor shall not disclose the City's confidential information to any third party unless specifically authorized in writing by the City.

III. COMPENSATION AND METHOD OF PAYMENT

A. Total Contract Expenditure

The City's total obligation under this Contract shall not exceed \$11,250,000 (eleven million, two hundred fifty thousand dollars). Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of City's future fiscal years unless and until the City Council appropriates funds for this Contract in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

The Contractor further understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

B. Invoices

Contractor shall submit monthly invoices to the City as follows:

Payment of invoices shall be subject to approval by the City. No payment shall be made for any incidental expense.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

1. Name and address of Contractor;

2. Name and address of the City department being billed;
3. Date of the invoice and the period covered;
4. Reference to this Contract number;
5. Reference to the ITA Written Approval (i.e., Sub Authority for Expenditure [SAFE]) authorizing the work performed by Contractor;
6. Description of the services performed and the amount due for the services;
7. Payment terms, total due and due date;
8. Remittance Address (if different from Contractor's address);
9. City's SAFE number
10. A copy of original invoice showing the actual cost of the material provided if any.

All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo or other unique and identifying information such as name and address of Contractor. Invoices shall be submitted within 30 days of performance of services unless otherwise specified in Appendix D or E. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager. The provisions of Section 8 of Appendix D, and Section 4 of Appendix E are hereby incorporated into this section.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate charges on invoices at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

IV. CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. The City and Contractor shall notify, in writing, the other party of any changes in the information.

A. Contractor Representative

Contractor hereby appoints the following person to represent Contractor with respect to all business matters pertaining to this Contract.

Name: Todd Ramsey
Title: Chief Revenue Officer
Address: 2080 E. Ben White Blvd., Ste. 240-2650
Austin, TX 78741
Telephone: (289) 200-7792
Email: todd.ramsey@skyvera.com

B. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Tita Zara
Title: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3346
Email: tita.zara@lacity.org

C. City's Project Manager

The City hereby appoints the following person to act as the Project Manager.

Name: Carlos Octoman
Title: Senior Communications Engineer
Address: 200 N. Main St., CHE 1300
Los Angeles, CA 90012
Telephone: (213) 978-4016
Email: carlos.octoman@lacity.org

Formal notices, demands, and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

V. CONTRACTOR PERFORMANCE EVALUATION

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or services performed, the timeliness of performance, financial issues, and the expertise of personnel that Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 30 calendar days to respond. The City will use the final City evaluation, and any response from Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

VI. MISCELLANEOUS

A. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR IP INDEMNITY AS SET FORTH IN SECTION PSG 19 (INTELLECTUAL PROPERTY INFRINGEMENT) OR PERSONAL INJURY OR DEATH CAUSED BY CONTRACTOR PERSONNEL WHILE, IF EVER, ON CITY'S SITE, CONTRACTOR AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS CONTRACT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUPPLIER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CITY TO SUPPLIER FOR THE SERVICES UNDER THIS CONTRACT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE

RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION VIII I, SUPPLIER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE.

B. Ratification Clause

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Contract. To the extent that said services were performed in accordance with the terms and conditions of this Contract, those services are hereby ratified.

C. Ownership Change or Name Change

In the event of a change of name of the Contractor or a change of control or ownership of the Contractor where the new owner is able to comply with and assume all Contract terms and conditions, the General Manager of ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name for this Contract. Notwithstanding the foregoing, if the Contractor divests a material portion of its business or assets thereof which relate to the services, Contractor may assign this Contract.

Notwithstanding the foregoing, Contractor shall have the right to assign this Contract or any portion thereof, and any duties contained therein, to affiliates of Contractor, in the event of a sale or other disposition of products and services covered under this Contract, and in the event of a sale or other disposition of a majority of the operating assets or equity interests of Contractor.

D. Contract Modifications, Changes, or Amendments

This Contract which consists of this Contract, plus Appendices A, B C, D, E, and F, constitutes the entire Contract between the City and Contractor. The parties may mutually agree to add to, delete from or otherwise modify Appendix B (part number, description, MSRP, discount and/or unit cost). For any reduction in pricing, the Contractor shall prepare a revised Appendix B for review and approval by the City's Project Manager. In the event that an agreement is reached, both the City's Project Manager and a duly authorized representative of the Contractor shall sign and date the revised Appendix B without further action by the Office of the Mayor. All other amendments to this Contract shall be in writing and signed, duly authorized and approved by all City representative required to enter into contracts on behalf of the City.

E. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

F. Subcontracts

Any provisions of the Agreement requiring Contractor to include Agreement provisions in Contractor subcontracts are hereby deleted in their entirety.

G. Contractor Affiliates

At the direction and sole discretion of Contractor, Crossover Markets LLC, an affiliate of Contractor ("Crossover") may perform certain tasks related to Contractor's obligations and rights under this Contract, including, but not limited to, invoicing, payment, technical support, provision of services, project management and/or sales support. City hereby consents to Crossover's' role. City further agrees and acknowledges that Contractor and City are the only parties to this Contract, and that Contractor shall be solely liable for any action taken by Crossover in connection with the performance of Contractor's obligations under this Contract.

VII. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, (Disclosure of Border Wall Contracting). City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and border Wall Contracts, as defined in LAAC Section 10.50.1.

VIII. ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into PDF format (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

IX. INSURANCE COMPLIANCE

Contractor will fulfill its insurance obligation by using the City's designated insurance portal, KwikComply at <https://kwikcomply.org>, to upload its certificate of insurance.

Contractor is responsible for keeping its certificate current, and the date of expiration of the certificate on file shall never be less than 30 days in the future. City shall not pay invoices on contracts that are not in compliance with this Section and shall not be responsible for any late charges or fees that may accrue in consequence.

X. AMENDMENTS TO APPENDIX A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22) [v.1]

- A.** Section PSC 9. Termination is modified to delete Subsection A. Termination for Convenience, which is replaced by the new Subsection A as follows:

“Reserved.”

- B.** Section PSC 19. Intellectual Property Indemnification is deleted and replaced by the PSC 19 as follows:

“Contractor shall hold City harmless from liability to third parties resulting from infringement by the service of any United States patent or any copyright or misappropriation of any trade secret, provided Contractor is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Contractor will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the service (i) not supplied by Contractor, (ii) made in whole or in part in accordance with City specifications, (iii) that are modified after delivery by Contractor, (iv) combined with other products, equipment, processes or materials where the alleged infringement relates to such combination, (v) where City continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where City’s use of the service is not strictly in accordance with the Agreement. If, due to a claim of infringement, the services or software are held by a court of competent jurisdiction to be or are believed by Contractor to be infringing, Contractor may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for City a license to continue using the service, or (c) if neither of the foregoing is commercially practicable, terminate the Contract and City’s rights hereunder and provide City, as City’s sole remedy and Contractor’s sole liability for such termination, a refund of any prepaid, unused fees for the service calculated as of the effective date of the termination. Contractor’s obligations as set forth in this Section PSC 19 are subject to the other party providing full cooperation in good faith in the defense of any such claim.”

- C. Section PSC 21. Ownership and License is amended by adding the following sentence to the end of the section:

“Notwithstanding the foregoing, nothing herein shall serve to transfer to City any right, title or interest in or to the Supplier’s software or services.”

- D. Section PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment Subsection D is deleted and replaced by a new Subsection D as follows:

“To the extent that Contractor has in place an affirmative action policy, Supplier shall ensure that Contractor and its subcontractors abide by the terms of such affirmative action policy.”

XI. ORDER OF PRECEDENCE

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length. In the event of an inconsistency between any of the provisions of this Contract and/or Appendices attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

Contract

Appendix A: Standard Provisions for City Personal Services Contracts
(Rev. 9/22 [v.1])

Appendix B: Pricing Schedule (City of LA Catalog)

Appendix C: Service Level Addendum for SaaS

Appendix D: Software as a Service Terms and Conditions

Appendix E: Voice Services

Appendix F: Hypercare Professional Services

For clarity, where one document is silent on an issue, the next document listed in order of precedence containing provisions addressing the issue shall control.

[Signatures on the Following Page]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

CITY OF LOS ANGELES:

Hydee Feldstein Soto

City Attorney

By: _____

Joshua M. Templet

Deputy City Attorney

By: _____

Tita Zara

Assistant General Manager

Information Technology Agency

Date: _____

Date: _____

ATTEST:

Holly Wolcott

City Clerk

CONTRACTOR:

Skyvera, LLC

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	3
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor's Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1	<u>Insurance Contractual Requirements</u>	16
------------------	--	-----------

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: SkyveraDate: 10/19/20223Agreement/Reference: Voice-over-Internet Protocol

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ Workers' Compensation (WC) and Employer's Liability (EL)
WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability 1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____

✓ Professional Liability (Errors and Omissions) 1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

✓ Cyber Liability and Data Breach 10,000,000
☐ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Submitted to Maggie McNally at ITA

1) Professional Liability Insurance is required for any Contractor or Sub-Contractor that requires a Licensed Professional to perform their duties as part of this agreement.

2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

APPENDIX B:

**KBS UCaaS & PSTN Catalog
for the City of Los Angeles**

KBS UCaaS Pricing

PART NUMBER	DESCRIPTION	Price/Month
925-0114-160	KBS – Kandy Business Solutions Services with Transcriptions - unit (0165-0170-0173-0168 with Transcriptions, Meetme with 10 Attendees)	\$ 16.63
SPCL-BNDL-003	KBS - Voicemail (wTranscription) per unit	\$ 6.92
IFC-0144-102	Auto Attendant	\$ 13.31
925-0189-101	BusinessFax Services (minimum order 50)	\$ 13.31
IFC-0078-101	MeetMe Conferencing (50 Attendee) Standalone	\$ 8.65
IFC-0100-100	MeetMe Conferencing (100 Attendee) Standalone	\$ 17.30
IFC-0122-101	MeetMe Conferencing (50 Attendee) Add On	\$ 17.30
IFC-0122-102	MeetMe Conferencing (100 Attendee) Add On	\$ 17.30
IFC-0122-103	MeetMe Conferencing (150 Attendee) Add On	\$ 25.95
IFC-0122-104	MeetMe Conferencing (200 Attendee) Add On	\$ 34.60
IFC-0084-101	Basic Call Center (32 agents per queue)	\$ 39.92
CC-WB-UCD-002	Unlimited Basic Call Center Wallboards	\$ 31.94
CC-WB-HG-002	Unlimited Hunt Group Wallboards	\$ 34.14
NAO-009	Call recording per month (per agent)	\$ 13.31
IFC-NOD-002	Network Observation Device, MRC (per device)	\$ 66.54
IFC-NOD-002-HD	Network Observation Device, NRC (hardware cost)	\$ 532.25
IFC-0096-101	Cross-Connect (Fiber)	\$ 1,210.87
SSL-001	SSL Certificate	\$ 1,330.63
ALS-LA-001	Alert System Local Admin for Library	\$ 15.94
ALS-BM-001	Alert System Broadcast Monitor for Library	\$ 15.94

PSTN Pricing

PART NUMBER	DESCRIPTION (IntelPeer)	UNIT	CHARGE TYPE	Price/Month
IntelPeer INBOUND SERVICES (Flat Rate)				
10000424	U.S. Domestic, pay per MOU–Flat Rate Usage	Minute	Per Unit	\$ 0.0048
IntelPeer OUTBOUND SERVICES (Flat Rate)				
10000388	Outbound Termination–US Domestic 48, Hawaii and Canada, pay per MOU–Flat Rate Usage	Minute	Per Unit	\$ 0.0048
	Alaska Outbound Termination, pay per MOU–Flat Rate Usage	Minute	Per Unit	\$ 0.6875
	International Outbound Termination, pay per MOU–Flat Rate Usage	Minute	Per Unit	Variable
IntelPeer E911 EMERGENCY SERVICES				
10000028	Emergency Services per call to ECC	Call	Per Unit	\$ 75.00
ANCILLARY FEES				
Atmosphere® Outbound (Call Center)				
10000030	High Volume/Short Duration Surcharge per Call	Call	Per Unit	\$ 0.0100
10000036	Outbound Toll Free - Domestic	Minute	Per Unit	\$ -
Atmosphere® Inbound				
10000002	Telephone Number Bundle per Month	Number	MRC	\$ 1.85
	- includes DID			
	- includes registered emergency services			
10000001	Telephone Number Setup Fee	Number	NRC	\$ -
10000003	Telephone Number Port Fee	Number	NRC	\$ 2.50
10000081	Telephone Number Port Fee Expedited (within 48 hrs of FOC)	Number	NRC	\$ 41.25
10000644	After-Hours Number Porting Support	Number	NRC	\$ 500.00
10000070	Port Cancellation Fee	Number	NRC	\$ 20.63
10000082	Port Cancellation Fee-Expedited (within 48 hrs of FOC)	Number	NRC	\$ 206.25
10000652	Emergency Snap Back Fee	Number	NRC	\$ 1,000.00
10000004	Directory Listing Setup Fee	Number	NRC	\$ 10.00
10000005	Directory Listing per Month	Number	MRC	\$ 3.00
10000008	Caller ID/Name Registration Setup Fee	Number	NRC	\$ 3.38
10000006	Caller ID/Name Delivery per Month	Number	MRC	\$ 0.75
10000460	Sequential Number Setup Fee	Order	NRC	\$ 87.50
10000461	Vanity Number Setup Fee	Number	NRC	\$ 87.50
10000012	Telephone Number (RespOrg) Port Fee	Number	NRC	\$ -
10000076	Telephone Number Setup Fee	Number	NRC	\$ -
10000071	Prison Phone Surcharge-pay per MOU	Minute	Per Unit	Pass Through
10000010	Payphone Surcharge per Call	Call	Per Unit	\$ 1.65
10000090	Non Complete Surcharge per Call in excess of 10%	Call	Per Unit	\$ 0.14
10000077	Number Administration Service Center (NASC) Forced ID Change Fee	Number	NRC	\$ 110.00

Appendix C

Service Level Addendum for SaaS

This Service Level Addendum for SaaS (this “**Service Level Addendum**”) is entered into by and between the parties listed, and as of the Effective Date stated, on the quote, referencing agreement or any other agreement that references this Service Level Addendum (the “**Referencing Agreement**”). For clarity, “Customer” is the specific entity listed on the Referencing Agreement and does not include parents, subsidiaries, or any other affiliated entities (unless specifically listed in the Referencing Agreement). Capitalized terms used but not defined in this document have the meanings assigned to them elsewhere in the Referencing Agreement.

If the Software was purchased through a reseller, this Service Level Addendum applies to the agreement entered into between the reseller and the end user for the Software. For purposes of this Service Level Addendum, Customer shall refer to the end user.

1. Definitions. The following definitions apply to this Service Level Addendum.

“**Downtime**” means the time in which any service is not capable of being accessed or used by the Customer, as monitored by Service Provider.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“**Exclusion from Downtime**” The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:

- Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Service Provider will endeavor to provide seven (7) days’ advance notice of service-affecting scheduled maintenance); or
- Service unavailability caused by events outside of the direct control of Service Provider or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

2. Service Provider SLA. During the term of the applicable SaaS Subscription Agreement between Customer and Service Provider for the services listed on the Referencing Document, Service Provider will use reasonable efforts to achieve a Monthly Uptime Percentage of at least **99.5%** for any calendar month (the “**Service Provider SLA**”). If Service Provider does not meet the Service Provider SLA, and so long as Customer’s account with Service Provider is current, Customer will be eligible to receive the credits described below. These credits are Customer’s exclusive remedy (and Service Provider’s sole liability) with respect to Service Provider’s inability to meet the Service Provider SLA requirements. Service Provider explicitly disclaims all other remedies, whether in law or equity.

3. Service Credits. Credits are issued as a financial reimbursement if Service Provider does not meet the Service Provider SLA for a particular billing period of the ordered term. Upon approval of a claim Service Provider will provide the applicable remedy set forth below:

Billing Period Uptime Percentage	Service Credit
<99.5% but >= 99.2%	5% of the fees due for the billing period
<99.2% but >= 99.0%	10% of the fees due for the billing period
<99.0% but >= 98.7%	15% of the fees due for the billing period
<98.7%	20% of the fees due for the billing period

4. Maximum Credit. The maximum credit available to Customer if Service Provider is unable to meet the Service Provider SLA is up to twenty percent (20%) of the monthly fees for the month of the occurrence. Any credit will be applied to fees due from Customer for the service and will not be paid to Customer as a refund. All claims for credit are subject to review and verification by Service Provider, and all credits will be based on Service Provider’s measurement of its performance of the service and will be final.

5. Claim Procedure. To receive a service credit for Service Provider’s failure to meet the Service Provider SLA in a particular calendar month, Customer must submit a claim via the Customer support portal within thirty (30) days of the end of the month during which the Service Provider did not meet the Service Provider SLA, and include the following information:

- Customer name and account number;
- the name of the service to which the claim relates;
- the name, email address, and telephone number of the Customer’s designated contact; and
- information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which the claim is being submitted.

Appendix D

SaaS Terms and Conditions

These 'Software as a Service' Terms and Conditions, including all online terms whose links are cited herein and fully incorporated by reference, ("SaaS Terms") apply to the agreement entered into between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("Master Agreement") and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote ("Application(s)") and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("Documentation"). The Applications and the Documentation will hereinafter collectively be referred to as the "Software."

1. SUBSCRIPTION GRANT AND RIGHT OF USE

1.1. Subscription Grant. Subject to all limitations and restrictions contained herein and the Quote, Service Provider grants Customer a subscription, software as a service ("**SaaS**"), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Service Provider as described in the Quote ("**Use**") and solely to perform those functions described in the Documentation. For clarity, an "Application" means Service Provider's proprietary software that is specifically subscribed to Customer pursuant to a Quote.

1.2. Use. Customer will have a limited right to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Quote and subject to Section 1.5, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.

1.3. Subscription Type. The license model for the Software is set forth in the Quote and described in the SaaS Addendum located at <http://saaslicensingaddendum.trilogy.com>. Unless otherwise specifically stated in the Quote, the type of license granted is a Named User Subscription. A "**Named User Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "**Named User**"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. If the Quote identifies the scope of the subscription to be a "**Site Subscription**," a "**Site Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "**Device Subscription**" means that the Application subscribed to pursuant to the Quote may be Used on the number of devices indicated in the Quote. A "**Server Subscription**" means that the Application subscribed to pursuant to the Quote may be Used on no more than the number of servers indicated in the Quote. The scope of any subscription

other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Quote. In no event will any of the subscriptions denoted above be construed to

mean a concurrent user subscription.

1.4. Additional Restrictions. In no event will Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.

1.5. Authorized Users. Unless otherwise specifically provided in the Quote, "**Authorized Users**" will only consist of: (i) employees of Customer, and (ii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Service Provider ("**Permitted Contractors**"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under these SaaS Terms and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.

1.6. Customer License Grant. Customer grants to Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer data as is reasonable or necessary for Service Provider to perform or provide the Application.

2. PAYMENT

2.1. Fees. Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within thirty (30) days of the date of invoice. If Customer has set up a direct debit, Service Provider will not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees, Service Provider may suspend access to the

Application upon sixty (60) days written notice to Customer. Service Provider must notify the department contracting the services from the Service Provider of the default and pending suspension. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer.

2.2. Taxes. The subscription, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the SaaS Terms. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. HOSTING

3.1. Service Availability. Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at <http://saasserviceleveladdendum.trilogy.com>

3.2. Support Services. Upon payment of the relevant fees on the applicable Quote, Customer may receive certain support services for the Application pursuant to the 'Support Addendum for SaaS' located at <http://saassupportaddendum.trilogy.com>.

4. OWNERSHIP

4.1. Reservation of Rights. By signing the Quote, Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

4.2. Marks and Publicity. Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) quote the Customer's statements in one or more press releases; and/or (ii) make such other use of the

Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. CONFIDENTIALITY

5.1. Definition. "**Confidential Information**" includes all information marked pursuant to this Section and disclosed by either party, before or after the Quote Term Start Date (as identified on the Quote), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information.

5.2. Confidentiality of Software. All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed Service Provider Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; and (ii) the oral and visual information relating to the Application.

5.3. Exceptions. Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4. Ownership of Confidential Information. Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Service Provider's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential

Information.

5.5. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

5.6. Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

5.7. Suggestions/Improvements to Software. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these SaaS Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

6. WARRANTY

6.1. No Malicious Code. To the knowledge of Service Provider, the Application does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Quotes executed hereunder will be executed by an authorized representative of each entity.

6.3. Services Warranty. Service Provider warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. Disclaimer of Warranties. ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

6.5. Modifications. Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

7. INDEMNIFICATION

7.1. Service Provider Indemnity. Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Service Provider. Customer may retain its own counsel at Customer's own expense.

7.2. No Liability. Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Software in conjunction with data or third party software where use with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.

7.3. Remedies. Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and Service Provider will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. Customer Indemnity. Customer agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users; (iv) any actual or alleged infringement or

misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User or otherwise including Customer Work Product (as defined below); and/or (v) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider. **"Customer Work Product"** means that data and those forms developed or acquired by Customer for internal business purposes independent from Service Provider or the Application.

7.5. Indemnification Procedures. Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. LIMITATION OF LIABILITY

8.1. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION

9.1. Subscription Term. The term of these SaaS Terms will continue until the termination of the last Quote.

9.2. Termination by Service Provider. These SaaS Terms and any rights created hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. Termination by Customer. These SaaS Terms may be terminated by Customer on ninety (90) days written

notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice or a longer period if Service Provider is working diligently towards a cure.

9.4. Effect of Termination. Upon termination of these SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.

9.5. Other Remedies. Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these SaaS Terms.

10. CUSTOMER OBLIGATIONS

10.1. Customer agrees that no employees of Service Provider will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements

10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.

10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.

10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.

10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.

10.6. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to Customer during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.

10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Software by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If Verification or self-audit reveals excess use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms. By invoking the rights and procedures described in this Section, Service Provider does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

11. MISCELLANEOUS

11.1. Assignment. Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Service Provider may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.

11.2. Foreign Nationals. Customer acknowledges that Service Provider employs foreign nationals, and that these foreign national employees will work, on Service Provider's behalf, to perform its obligations and services hereunder.

11.3. Affiliates and Third Parties. At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable

terms and conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "**Subcontractors**") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

11.4. Technical Data. Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.

11.5. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.

11.6. Export Laws. Customer agrees that all Service Provider offerings are subject to U.S. export control laws and regulations, including the Export Control Reform Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the regulations of the Office of Foreign Assets Control ("OFAC"), the Bureau of Industry and Security, and the Department of State, and similar restrictions under U.S. law, executive order, regulation, or rule (collectively, the "Export Laws"). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customers offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar restrictions under the Export Laws of any other U.S. law, executive order, regulation, or rule. Currently such jurisdictions are Cuba, Iran, North Korea, , the territory of Crimea the Donetsk and Luhansk oblasts of Ukraine, Russia, Belarus and Syria, which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/or any other services to the Customer, to any jurisdiction, or to any other person where the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by U.S. or other applicable law, executive order, regulation or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this Agreement and, in the event that Customer or the jurisdiction in which it is incorporated, is domesticated or operates becomes subject to U.S. laws which prohibit the provision of goods, services, technology or other items to Customer or such jurisdiction, this Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol ("IP") address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in certain territories.

11.7. Survival. The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.

11.8. Notices. Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.

11.9. Force Majeure. Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

11.10. Restricted Rights. Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

11.11. Privacy. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at <http://globalprivacyaddendum.trilogy.com>.

11.12. Entire Agreement. These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

11.13. Modifications. The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

11.14. Non-solicitation. During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.

11.15. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

11.16. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

11.17. Severability and Reformation. Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.

11.18. Independent Contractor. Service Provider is an independent contractor and nothing in these SaaS Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

11.19. Governing Law; Venue. The laws of the State of Texas, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms. Mediation will be held in Austin, Texas, USA.

11.20. Dispute Resolution.

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then- current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to

request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

11.21. Country-Specific Terms. The country-specific provisions described in the 'Country-Specific Terms Addendum' located at

<http://countryspecifictersaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and, in any case, where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.

APPENDIX E

SKYVERA PSTN SERVICES

SKYVERA EMERGENCY SERVICES

These terms for the Skyvera Emergency Services (“Service Specific Description”) are expressly incorporated into the First Restated and Amended Contract Number C-131282 pertaining to the voice services described herein entered into by Customer and Skyvera, LLC (“Skyvera”) including any relevant amendments or addendums (the “Agreement”). All capitalized terms used herein are as defined in the Agreement unless otherwise specified herein.

1. Service Description.

1.1 Skyvera, through its service delivery affiliate for the applicable jurisdiction, will establish and provide Skyvera Emergency Services in accordance with this Service Specific Description, which may be supplemented or revised from time-to-time upon thirty (30) days’ prior written notice from Skyvera to Customer. Customer agrees to be solely responsible for ensuring the compliance of Customer’s users with each requirement of the Skyvera Emergency Services outlined herein.

1.2 The Skyvera Emergency Services is available only for the countries which Skyvera expressly certifies the availability of emergency 911 services (“Emergency Services”), obtains from the Customer the end user’s Emergency Services address, and has provided Emergency Services Rates to Customer as outlined in the applicable exhibit to the Agreement with the Customer, or on any subsequent Rate Notification.

1.3 Skyvera will provide Skyvera Emergency Services conditioned upon Customer (i) completing the Set-Up Acknowledgment, Service Limitations Acknowledgment and the Service Certification Form; (ii) providing the respective location data for accurate routing of emergency calls to the most geographically appropriate Public Safety Answering Point (“PSAP”) by means of the existing emergency calling infrastructure; (iii) delivering the call back number and valid address to the PSAP during an emergency call using existing emergency calling infrastructure; and (iv) procuring and placing the stickers on each enabled device, if required. Services will provide Customer the ability to load endpoint location data into the systems connected to the existing emergency calling infrastructure.

1.4 Customer expressly releases and is responsible to obtain from each of its users waivers releasing Skyvera from any claims or liability arising from the provision of the Skyvera Emergency Services including but not limited to any claims from Customer’s users, except with regard to the obligation to ensure that the interconnection trunking arrangements are compatible with the

emergency calling infrastructure. Customer bears sole responsibility for providing emergency services to Customer's users and for any costs associated with providing these services, including but not limited to the payment of any governmental fees or assessments related to emergency services. Customer agrees to be solely responsible and liable for any and all claims, damages, suits, costs, charges or fees (including attorney's fees and court costs) arising from or relating to any claims or liability associated with the provision of Skyvera Emergency Services, or Customer's provision of emergency services to Customer's users.

1.5 Customer understands that some jurisdictions may require Customer to obtain affirmative acknowledgement from all of Customer's users concerning the differences between the Skyvera Emergency Services available from Skyvera, as compared to traditional providers of services as well as other disclosures. Customer acknowledges and agrees that, when necessary, it is solely responsible for (i) the execution and maintenance of the relevant affirmative acknowledgements for each endpoint location served by the Skyvera Emergency Services; (ii) the provision and affixing of labels to all devices at the endpoint location supported by the Skyvera Emergency Services if required; and (iii) the compliance with all legal obligations associated with the provision of emergency services to its users. Customer shall be solely responsible for any liability associated with Customer's failure to comply with any of its obligations contained in Section 1.

2. Rates.

2.1 Skyvera sets forth the Rates for Skyvera Emergency Services in the applicable exhibit to the Agreement with the Customer.

2.2 ECC Charges in US and Canada. If a call is made from a non-provisioned or improperly provisioned telephone number in US and Canada, the call will not be automatically routed to the correct PSAP. Instead, that call will be handled by the backbone provider 24/7 Emergency Call Center ("ECC"). Customer acknowledges that for emergency call routing involving the ECC, Skyvera has no ability to assist the caller in the event that (i) the caller cannot speak or identify their address; (ii) the data connectivity between the address database and the ECC is interrupted; or (iii) the Customer cannot provide the endpoint location information. Customer agrees to be solely liable for all third party claims arising from such circumstances. In the event of a call being routed to the ECC under such circumstances, Customer must also pay a per-call ECC charge of USD \$75. Customer acknowledges responsibility for all ECC charges even if erroneous calls are placed by unknown persons accidentally or purposefully. Customers placing five or more calls per month to the ECC are subject to an additional USD \$500 fee. The Parties acknowledge that this additional fee represents a good faith estimate of the additional cost, which will

be incurred by Skyvera and is not a penalty. Skyvera may terminate this Attachment and Service, if Customer fails to correct non-provisioned or improperly provisioned telephone numbers and addresses, resulting in the imposition of repeated monthly additional fees.

3. Provisioning.

Customer agrees to execute the required forms on the portal for each endpoint location served by the Service, which will enable Skyvera to work with telecommunications carriers on Customer's behalf for the purpose of establishing any required interconnections between Skyvera, Customer and the telecommunications carrier in order to provide Services. The Parties understand and acknowledge that should Customer fail to provide the required forms, Skyvera may not be able to provide the Services, in whole or in part. For each telephone number, for which Customer desires Skyvera Emergency Services, Customer must provide Skyvera with the telephone number and a correct and valid emergency response address for that telephone number. Customer must update this information whenever necessary to reflect changes. Customer will provide the origination telephone number, also known as the Automatic number identification ("ANI") with every subscriber call presented to Skyvera for processing. Skyvera will have no obligation to provide Services with respect to any call that does not include ANI and will not be liable for any claims arising from any efforts undertaken by Skyvera to provide the Service under such circumstances. Additionally, Customer acknowledges that in regions where Services are provided by means of a non-native Emergency Services solution, including but not limited to emergency calls which do not flow through the Public Switched Telephone Network selective router and route to the trunk group serving the appropriate Public Safety Answering Point (PSAP), in the event a caller cannot speak, no information will be provided to PSAP to contact either Skyvera or Customer to obtain information on how the call should be handled. Customer agrees to be solely responsible for any and all third party claims arising from such circumstances.

4. Limitations.

CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS ALL LIMITATIONS TO THE EMERGENCY SERVICES AND AGREES TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICE. IF THE ADDRESS ASSOCIATED WITH A TELEPHONE NUMBER CHANGES OR THE "ANI" DELIVERY CHANGES, CALLS MAY BE DIRECTED TO THE WRONG EMERGENCY AUTHORITY, MAY TRANSMIT THE WRONG ADDRESS, OR MAY FAIL ALL TOGETHER. ALL CHANGES REQUIRE SKYVERA'S PRIOR WRITTEN APPROVAL. EMERGENCY CALLS CAN FAIL IF THERE IS AN ELECTRICAL OUTAGE OR

NETWORK ISSUES INCLUDING NETWORK CONGESTION, OR OTHER TECHNICAL PROBLEMS. CALLS WILL FAIL IF THE SERVICE IS SUSPENDED OR TERMINATED. CUSTOMER ACKNOWLEDGES AND AGREES THAT SKYVERA WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, ANY INABILITY TO USE THE SERVICES, OR ANY INABILITY TO ACCESS EMERGENCY SERVICES PERSONNEL.

5. Fair Usage Policy for Emergency Services.

5.1 Skyvera provides Emergency Services under the Agreement conditioned upon compliance at all times with the Fair Usage Policy set forth in this section, which is designed to prevent fraud and abuse of the Services.

5.2 Skyvera strictly prohibits any use of the Emergency Services inconsistent with the purpose, including without limitation that traffic patterns fail to conform to a natural distribution determined by Skyvera using its sole discretion (collectively “Prohibited Uses”).

5.3 Skyvera will monitor usage patterns and notify Customer of any usage that appears to be Prohibited Use(s) and reserves the right to take any unusual activity as determined by Skyvera using its sole discretion into account in making its determination. If Customer does not correct the Prohibited Use by the end of the billing cycle following the notification by Skyvera, or if Prohibited Uses appear in any subsequent billing cycles, Skyvera reserves the right, in its sole discretion and without any additional notice, to adjust the amounts invoiced to Customer for any affected billing cycles to reflect the appropriate pricing for such Prohibited Uses or terminate the Agreement.

6. Cooperation with Third Parties.

6.1 Skyvera provides the Voice Services through third party service providers with whom Skyvera has entered into a contractual relationship whereby it can offer the voice services the subject of this Service Specific Description to the Customer. Customer will be required to co- operate with such third parties (as notified by Skyvera to the Customer) in the delivery of the Voice Services.

SKYVERA VOIP-ORIGINATED OUTBOUND SERVICES

These terms for the Skyvera VoIP -Originated Outbound Services (as defined below) are expressly incorporated into the agreement pertaining to the voice services described herein entered into by Customer and one of the operating entities that is a subsidiary of Skyvera , including any relevant amendments or addendums (the “Agreement”). All capitalized terms used herein are as defined in the Agreement unless otherwise specified herein.

1. Service Description.

1.1 Skyvera, through its service delivery affiliate for the applicable jurisdiction, will provide the call termination services to deliver voice Traffic, which utilizes TCP/IP as transmission protocol from an end user’s originating equipment to a TCP/IP gateway in the Customer’s network to connect the Customer interconnection point to the owner of the dialed number (“Skyvera VoIP-Originated Outbound Services”). Customer must certify and comply pursuant to Exhibit 1 to purchase Services under this Service Specific Description.

1.2 Local Traffic . Skyvera VoIP -Originated Outbound Services include the termination of calls which originate and terminate in the same local calling area based on the “calling number” and the “called number” (“Local Traffic”).

1.3 Long Distance Traffic. Skyvera VoIP-Originated Outbound Services include the termination to United States and Canada of (i) intra- Local Access and Transport Area (“LATA”) calls, which originate and terminate in different local calling areas within the same LATA; and (ii) inter-LATA calls, which originate in one LATA and terminate in another LATA (collectively “Long Distance Traffic”).

1.4 Other Traffic. Skyvera VoIP-Originated Outbound Services include the termination of calls which originate in the United States and terminate in destinations outside of the United States or Canada for which the Rate Notification(s) provide a Rate pursuant to Section 2 (“Other Traffic”), in accordance with applicable licenses and export regulations. Skyvera reserves the right, in its sole discretion and without liability, to discontinue service to any international routes with a high risk of fraud, upon the issuance of a Rate Notification.

1.5 The Skyvera VoIP-Originated Outbound Services do not include any functionality or features of 911 or Emergency Service. To obtain Emergency Service from Skyvera , Customer must agree to a separate service specific description for Emergency Services.

2. Rates.

2.1 Skyvera will calculate all minute-of-use based Rates on the number of seconds from when an answer supervision signal is recorded to when a disconnect signal occurs, and will bill in sixty (60) second minimums with sixty (60) second increments.

2.2 Skyvera will set forth all variable Rates in its Rate Notification pursuant to the terms of the Agreement and this Service Specific Description.

2.3 For Other Traffic, Skyvera will charge based on the then- effective Rate Notification , or exhibit to the Agreement with the Customer , or as posted.

2.4 The Skyvera VoIP-Originated Outbound Services are intended to be used for general purpose enterprise usage (which may include some limited conferencing or inbound enterprise contact center usage) but does not include any functionality or features to support call center use. Such usage falls outside the fair usage policy for Skyvera VoIP-Originated Outbound Services and is subject to separate agreement on special pricing to be negotiated in good faith in respect of any use for call centers and contact centers.

2.5 Use of the Skyvera VoIP-Originated Outbound Services to contact premium rate numbers (namely numbers for telephone calls during which certain services are provided and for which a premium or higher rate is charged, such as adult chat lines, directory enquiries, weather forecasts, competitions and voting to name but a few) is subject to an additional surcharge per minute for all calls to such numbers, such additional surcharge to be advised by Skyvera to the Customer.

2.6 Additional Surcharges. If Customer's Skyvera VoIP-Originated Outbound Services traffic fails to meet one or more of the following conditions in a given billing cycle, Skyvera will charge, without notice and in addition to the Rates for the calls, a surcharge equal to USD \$0.01 per call for calls exceeding thresholds sent by Customer during that billing cycle under this Service Specific Description:

- The total minutes during the billing cycle divided by the total completed calls for the billing cycle or Average Length of Call ("ALOC"), must not drop below one (1) minute;
- The total completed calls during the billing cycle divided by the total call attempts, or Answer Seizure Ratio ("ASR"), for the billing cycle not resulting from any action by Skyvera , must not drop below

fifty percent (50%); or

- The number of completed calls during any billing cycle, which are sixty (60) seconds or less in duration, must not exceed more than ten percent (10%) of the total calls made during that billing cycle.

2.7 Skyvera will provide the Rates for VoIP-Originated Outbound Services as outlined in the applicable exhibit to the Agreement with the Customer.

3. Fair Usage Policy for Skyvera VoIP-Originated Outbound Services.

3.1 Skyvera provides Skyvera VoIP-Originated Outbound Services under the Agreement conditioned upon compliance at all times with the Fair Usage Policy set forth in this section, which is designed to prevent fraud and abuse of the Services.

3.2 The Skyvera VoIP-Originated Outbound Services are intended to be used for general purpose enterprise usage (which may include some limited conferencing or enterprise contact center usage), in which all calls are placed via direct human interaction. Skyvera strictly prohibits any use of the VoIP-Originated Outbound Services inconsistent with the purpose, including without limitation: (i) connecting to any device, computer or telephone system, which can either (a) place calls in an automated fashion (such as any predictive dialer, auto-dialer or robodialer), or (b) makes routing choices based on the cost of a call (such as a least cost routing engine); or (ii) traffic patterns which fail to conform either on a monthly average basis with the thresholds in the Additional Surcharge Section, or to a natural distribution determined by Ribbon using its sole discretion across RBOC, ILEC, CLEC and wireless destinations (collectively "Prohibited Uses").

3.3 Skyvera will monitor usage patterns and notify Customer of any usage that appears to be Prohibited Use(s), and reserves the right to take any unusual activity as determined by Skyvera using its sole discretion into account in making its determination. If Customer does not correct the Prohibited Use by the end of the billing cycle following the notification by Skyvera, or if Prohibited Uses appear in any subsequent billing cycles, Skyvera reserves the right, in its sole discretion and without any additional notice, to adjust the amounts invoiced to Customer for any affected billing cycles to reflect the appropriate pricing for such Prohibited Uses or terminate the Agreement.

4. Cooperation with Third Parties.

4.1 Skyvera is providing the Voice Services through third party service providers with whom Skyvera has entered into a contractual relationship whereby it can offer the voice services the subject of this Service Specific Description to the Customer. Customer will be required to co- operate with such third parties (as notified by Skyvera to the Customer) in the delivery of the Voice Services.

Exhibit 1 to Appendix E

Skyvera VoIP-ORIGINATED OUTBOUND SERVICES DESCRIPTION

This SkyveraVoIP-Originated Outbound Services Description is expressly incorporated into the Agreement entered into by Skyvera and Customer. Capitalized terms used and not defined herein will have the meanings set forth in the Agreement and any applicable Schedules.

RECITALS:

Whereas, Skyvera is able to offer specialized prices and services for Customer's VoIP (as defined below) Traffic; and

Whereas, Customer is willing to execute this certification to confirm that its Traffic qualifies as "VoIP".

Now therefore, Customer certifies as follows:

- A. For the purposes of this Agreement, "VoIP" will mean voice Traffic which Customer represents, warrants and certifies to Skyvera utilizes TCP/IP as a transmission protocol from an end user's originating equipment to a TCP/IP gateway in Customer's network, and constitutes "Information Services" and "Enhanced Services" according to regulations of the Federal Commission or other applicable law.
- B. Skyvera will provide Customer with Rates and related terms applicable to Skyvera VoIP-Originated Outbound Services via electronic Rate Notification. By executing this certification, Customer agrees to pay for Services at Skyvera's then current Rates as provided in the most recent electronic Rate Notification. Rate Notifications will be delivered to Customer via e-mail or other electronic means to Customer's rate notice address.
- C. Customer hereby represents and certifies to Skyvera that, from and after the Effective Date of the Agreement:
 - All of Customer's VoIP voice Traffic delivered to Skyvera for termination pursuant to this Service Specific Description will be routed across separate trunk groups or IP addresses (as designated by Skyvera) for the sole purpose of terminating Traffic that is and will continue at all times to be VoIP;

- All of Customer's VoIP voice Traffic delivered to Skyvera for termination over such separate trunk groups or IP addresses is and will at all times continue to be VoIP from an end user's originating equipment; and
- If Customer is delivering voice Traffic to Skyvera that is not certified VoIP voice Traffic, Customer will use separate trunk groups or IP addresses (as designated by Skyvera) for delivery of such non- VoIP voice Traffic (i.e. separate from the trunks or IP addresses used by Customer to deliver certified VoIP voice Traffic).
- Customer will immediately notify Skyvera if its certification above becomes untrue or misleading.

D. If Customer delivers Traffic to Skyvera which Customer has certified as being VOIP Traffic which is, in fact, not VOIP, then Customer will accept all liabilities associated with such mis-certification. Further, if Customer delivers Traffic to Skyvera that Customer has certified as being VoIP voice Traffic but that Customer cannot demonstrate to Skyvera in a reasonable time is, in fact, VoIP voice Traffic, Skyvera may immediately cease terminating such Traffic without liability

RECOURSE, COMPLAINTS AND ENFORCEMENT

Individuals who wish to file a complaint or who take issue with Skyvera's or Skyvera policies should direct such to Skyvera at:

2028 E. Ben White Blvd., Ste 240-2650

Austin, TX 78741 USA

contracts@skyvera.com

Skyvera undertakes annual compliance review of our policies, procedures with respect to data privacy to ensure that policy is implemented as presented and, in particular, to address any cases of non-compliance . Skyvera also considers any impact to our policies and procedures as a result of privacy law changes or trends in recurring complaints from individuals.

Hypercare Professional Services – APPENDIX F

The following applies to Hypercare Professional Services between the CITY OF LOS ANGELES (“Customer”) and Skyvera, LLC (hereinafter “Skyvera”). This document supersedes any previous written or verbal communication about the identified scope, including any proposals or presentations.

This document sets forth the terms and conditions pursuant to which the Company will provide Company’s professional services (hereinafter “**Services**”) to the Customer as described below.

1. Hypercare Services

1.1. Technical Account Management

The service is designed to ensure our clients have a dedicated technical point of contact who understands their systems, business needs, and is readily available to provide expert guidance and support.

- **Strategic Planning & Advisory:** The Technical Account Manager (TAM) will work closely with the customer’s team to understand their business needs, and advise on potential technical improvements.
- **Issue Management:** The TAM will handle and oversee all technical issues reported by the customer, ensuring these are promptly and effectively addressed by the appropriate teams.
- **Communication & Coordination:** The TAM will liaise **monthly** between the customer and our internal teams, ensuring clear and efficient communication. They will coordinate technical meetings, provide regular updates on ongoing projects or issues, and gather feedback for continual service improvement.

1.2. Emergency Response Management

The primary objective of this service is to ensure minimal disruption to customer operations by providing immediate and efficient response management during unexpected system outages. Under the Emergency Response Management service, the following activities will be undertaken:

- **Outage Detection and Verification:** The service involves continuous monitoring of our systems for any disruptions or outages. Upon detecting an anomaly, our team will immediately verify the issue to assess the extent of the problem and notify the Customer.
- **Emergency Response Coordination:** Once an outage is confirmed, our emergency response team will be alerted, and a response protocol will be initiated. This includes assembling all necessary stakeholders and ensuring efficient communication flow amongst all parties involved until the situation is mitigated or resolved.
- **Real-Time Updates and Communication:** Our team will maintain an open and proactive communication channel with the customer throughout the outage duration. Real-time updates about the situation, estimated time to resolution, and progress made will be provided so that our Customers can keep their staff and downstream users informed.

1.3. Event Management Service

The primary objective of this service is to mitigate potential business impacts during system maintenance, by providing professional guidance and assistance before, during, and after such activities. Under the Event Management Service, the following activities will be performed:

- **Pre-Maintenance Planning:** Our team will collaborate with the Customer's team to develop a detailed and comprehensive maintenance plan. This includes identifying potential risks, establishing mitigation strategies, and scheduling the maintenance in a manner that minimizes disruption to business operations.
- **Maintenance Supervision:** During the maintenance activity, our team will be on standby to provide supervision. We will coordinate and communicate with the necessary parties involved to ensure smooth execution of the plan.
- **Post-Maintenance Evaluation:** After the completion of the maintenance activity, our team will review the process, identify any areas of improvement, assess the impact on operations, and report on the maintenance event.

1.4. Deliverables

- **Technical Account Management**
 - Technical Advisory Reports: These reports will include recommendations for system enhancements or changes based on the customer's business needs.
 - Issue Management Reports: Regular reports on all managed issues, including their resolution status and the steps taken towards their resolution.
- **Emergency Response Management**
 - Emergency Response Management Plan: A detailed plan outlining the processes and protocols to be followed in case of an outage, including key contacts, communication plans, and escalation protocols.
 - Outage Reports for critical issues: Real-time and post-resolution reports detailing the steps taken for resolution, duration of the outage, and any potential impact to the customer's operations.
- **Event Management Service**
 - Maintenance Plan (max 1 activity per month): A document outlining the planned maintenance activity, risk management strategies, and the expected timeline.
 - Real-Time Updates: During the maintenance, we will provide timely updates to keep all stakeholders informed about the progress and any issues encountered.

1.5. Support Case Priorities and Response Times

Skyvera case priorities and response times are outlined below at the Platinum level. Customer will provide Skyvera the priority level from each ticket based upon the classifications and guidelines detailed below. If it is not clear which priority level applies to the reported issue, then the priority level will be mutually agreed upon between Skyvera and Customer. Any reclassifications will be through mutual consent. Support tickets are submitted via <https://supportportal.kandy.io> or called in via telephone +1.833.77-KANDY (52639) Toll Free or Direct +1.716.77-KANDY (52639). As of December 1, 2023, Customer will no longer need to open cases through Synoptek. Customer does not have a limit to the number of cases that can be opened each year.

Priority Classification	Examples	Response Time
Urgent	Total System Outage. Total Service outage for primary services including voicemail, auto attendant, conferencing and mobility. Total service outage affecting client connectivity (softphones or SIP phones cannot register to the service)	Phone Support - Immediate, 24x7 1 hour via web ticketing

	Loss of origination or termination capability of more than 5% of subscribers. UCaaS system congestion resulting in call blocking greater than 10% or greater than 60 seconds.	
High	Problems that result in a major degradation of system or service performance that impacts service quality or significantly impairs operator control or operational effectiveness. Overall solution is degraded resulting in severe limitations to operations or major feature that is not working properly.	4 hours
Normal	Intermittent degradation of services; partial loss of access to provisioning. Customer has been given a workaround but the situation still requires constant attention due to the temporary nature of the workaround. Loss of access for routine administrative activity.	Next business day
Low	Non-system affecting problems. Documentation inaccuracies. Problems introduced through incorrect configuration of the system.	Next business day

1.6. Support Case Escalations

Escalations of support cases can be made within each support case by clicking the Blue “Escalate” button which will ask you to explain the reason you want to escalate the case. The assigned support engineer will have your case priority level modified. In the event that you do not feel your support case has gotten the attention it requires, you can notify your sales account manager (see below) to have your case escalated further.

Escalation Level	Name / Role	Email	Phone
1	Sara Hughes, Sales	sara.hughes@skyvera.com	1.214.215.0682
2	Todd Ramsey, CRO	todd.ramsey@skyvera.com	1.289.200.7792
3	Jeff Moyer, CEO	jeff.moyer@skyvera.com	1.240.876.4258

2. General Assumptions and Prerequisites

- 2.1. The installation is hosted in Skyvera’s Cloud environment.
- 2.2. This Hypercare Professional Service is delivered 100% remotely.
- 2.3. Customer will provide prompt feedback where required and will provide prompt access to all systems, network diagrams and resources that Skyvera will reasonably need in order to complete the project scope.

3. Term

The term of these professional services is from the date the contract is executed to May 14, 2024. A Twelve (12) month extension will be executed by both parties for the period of May 15, 2024 to May 14, 2025 unless the City notifies Skyvera 60 days before May 15, 2024 of its intent to not procure these services.

4. Fees and Payment

- 4.1. The fees for Services as provided by the Company under this agreement are included in the fees set forth below:
- 4.2. Contract execution date to May 14, 2024: estimated at 196 days at \$272.88 USD/day (\$99,600 USD per year) paid in advance. The actual amount to be invoiced will to be calculated based upon the actual contract signing date.
- 4.3. May 15, 2024 to May 15, 2025: 365 days at \$272.88 USD/day (\$99,600 USD per year) paid semiannually (\$49,800 USD) in advance. The corresponding payment terms shall be in accordance with the contract.
- 4.4. The Company reserves the right to suspend access to services no later than 14 days in the event of non-payment including end user access to the service, provisioning, support and maintenance. The Company agrees to notify the City of any potential suspension in advance of this occurring.

5. General

- 5.1. All Services and deliverables are exclusively owned by the Company and no ownership rights thereto shall accrue in any manner to the Customer. However, the Company hereby grants to Customer a nonexclusive access to use the abovementioned deliverables thereof solely in connection with the agreement and under the above mentioned conditions. Nothing in this agreement shall preclude the Company from using in any manner or for any purpose it deems necessary the know-how, techniques, or procedures acquired or used by the Company in relation to the abovementioned Services.
- 5.2. Change management: If at any point during the Term of this agreement, the Customer requests a material change in scope, the Company will notify the Customer as soon as reasonably possible of any impacts to the fees. Upon receipt of such notice and the parties' mutual agreement to execute a change order, the parties shall negotiate a change order in good faith and the Company shall continue working while such change order is negotiated. Alternatively, the Customer may at any time notify the Company in writing to cease all work pending the finalization of a change order, and no further work shall be undertaken by the Company until a change order is fully executed. Notwithstanding the above, the Customer shall remain responsible to pay for all work completed by the Company, but not more than the fees authorized by this document, until either a change order is executed; or (ii) the Customer instructs the Company to cease all work hereunder. The Customer shall not be liable for any additional fees resulting from changes to this agreement unless the parties have agreed to such fees in advance and in writing.
- 5.3. Except as specifically provided under the present agreement and its related attachments, it is agreed that the provisions of the Agreement shall remain of full force and effect between the Parties.