



Innovative Computing Systems

Master Services Agreement



Prepared by:

Innovative Computing Systems, Inc.

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Prepared for:

Fresno City Attorney's Office

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Expiration Date: 05/27/2022

This Master Services Agreement ("Agreement") is entered into this January 01, 0001 ("Effective Date") by and between **Innovative Computing Systems, Inc.**, a California corporation ("ICS"), with its principal place of business at 1000 Wilshire Boulevard, Suite 1900, Los Angeles, CA 90017, and **Fresno City Attorney's Office** ("Client"), with its principal place of business at 2600 Fresno Street, Room 2031 Fresno, CA 93721.

Subject to the Terms and Conditions of the Master Services Agreement ("Ts & Cs") attached as Attachment A and the terms and conditions set forth in any other subsequent Quotations, which are incorporated herein by this reference, the parties agree as follows:

- I. **ICS Services.** ICS will perform services for Client described in work statement(s) and quotations ("Quotations") that may be entered into pursuant to this Agreement from time to time. ICS may perform Consulting Services, MSP Services, BDR Services, provide Cloud Services or shall agree to provide, pursuant to a Quotation, the combined offering of hardware and software products, Consulting Services, MSP Services, BDR Services, Cloud Services, and training for Client, or any combination of the foregoing (as each service is defined below individually and referred to collectively in this Agreement as the "ICS Services").

Consulting Services. If selected or ordered in the future, ICS shall provide consulting services to Client, which shall be governed by this Agreement and the Ts & Cs, together with separate executed Quotations that define the scope of consulting services for each consulting project (collectively, "Consulting Services").

Managed Services. If selected or ordered in the future, ICS shall provide Managed Service Program (MSP) services to Client, which shall be governed by this Agreement and the Ts & Cs, together with a separately executed Quotation that defines the scope of the MSP services for each MSP engagement (collectively, "MSP Services").

Backup and Disaster Recovery Services. If selected or ordered in the future, ICS shall provide a backup and disaster recovery solution to Client, to be governed by this Agreement and the Ts & Cs, together with a separately executed Quotation that defines the scope of the backup and disaster recovery services (the "BDR Services").

Cloud Services. If selected or ordered in the future, ICS, as a reseller, shall provide to Client web services that provide compute capacity in the cloud ("Cloud Services") subject to Service Level Agreements ("SLAs") relating to Amazon Web Services, Microsoft Azure, Microsoft Office 365, or such other service from a provider from which ICS determines to contract (such agreement with ICS and the provider referred to as the "Master Cloud Agreement"). The links to each Master Cloud Agreement and SLA for the parties with whom ICS currently contracts are as follows:

<https://aws.amazon.com/agreement/> and <https://www.microsoft.com/en-us/servicesagreement>. Any Master Cloud Agreement and SLA may be updated periodically, and ICS has no obligation to provide updated links to Client which, instead, is the responsibility of Client. ICS is not responsible for any assurances of a provider under any Master Cloud Agreement or SLA which, by their terms, expressly limit liability.



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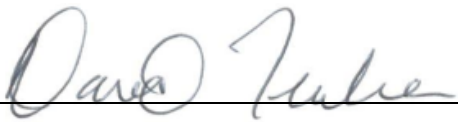
Hardware, Software, Licensing and Access. If selected or ordered in the future, ICS and Client shall commit to a Quotation pursuant to which ICS shall provide Consulting Services, hardware and software (products), licensing or access, or a combination, all of which shall be governed by this Agreement and the Ts & Cs, together with separate executed Quotations that define the scope of the purchase and implementation for each such transaction. Quotations commonly include third party Vendor fees wherein user counts and/or usage fluctuate on a monthly basis. Examples include but are not limited to Amazon Web Services, Microsoft Office 365, Duo Security, LogicMonitor, EventTracker, StorageCraft, OpenDNS and Sophos. Client shall be invoiced for periodic fluctuation based on each Vendor's highest reported usage.

- II. **Engagement of Services.** Each Quotation shall be executed or acknowledged by both parties and become a part of this Agreement and is expressly made a part hereof by this reference. In the event of any conflict between the terms of this Agreement and the Ts & Cs, on the one hand, and any of the terms and conditions contained in any Quotation, on the other, the following priority (in descending order of priority) shall apply with respect to which provisions shall control: (1) this Agreement and the Ts & Cs, and (2) the Quotation.
- III. **Fees and Costs.** Client will pay to ICS fees and materials costs, identified in the applicable Quotation or a related invoice ("Invoice"), subject to the terms of the Ts & Cs.
- IV. **Term.** This Agreement will commence on the Effective Date and continue until terminated in accordance with the Ts & Cs.

This Agreement (which includes all executed Quotations, and delivered Invoices now or in the future and all attachments hereto) is the entire agreement between the parties and supersedes all previous agreements, communications and course of dealing between the parties regarding the subject matter hereof. The parties agree to be bound by the terms of this Agreement and have caused this Agreement to be executed as of the Effective Date by a duly authorized representative.

Innovative Computing Systems, Inc.

Fresno City Attorney's Office

Signature: 
 Name: David Teuber
 Date: 05/02/2022

Signature: _____
 Name: Raj Badhesha
 Date: _____



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These Terms and Conditions of ICS Services ("Ts & Cs") apply to the ICS Services provided under the ICS Master Services Agreement ("Master Services Agreement") entered into between the parties (together with each executed or acknowledged Quotation, the "Agreement"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Master Services Agreement.

- 1. Payment.** All payments owing shall be paid in full within thirty (30) days of the Invoice Date, unless stated differently on a Quotation or Invoice. Acceptance of partial payments shall not be construed as acceptance of payment in full nor waive any rights of ICS to seek full payment or otherwise exercise its rights resulting from nonpayment. Fees and costs due from Client may not be withheld or offset for any reason. All fees and costs are payable in US dollars.

Any payment or other charge that is not paid on or before the date due shall, in addition to all other remedies available to ICS, bear interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law (whichever is less), for the number of days such payment is delinquent. ICS may suspend or cancel performance of ICS Services if any payment is delinquent for more than five (5) days following Client's receipt of a written notice from ICS regarding such delinquency. Client agrees that all ICS invoices are binding upon Client, and not subject to further adjustment, unless Client notifies ICS in writing within ten (10) days of the receipt of the invoice specifically describing any bona fide inaccuracies, discrepancies or errors.

Client agrees to pay for any ICS Services for which services are rendered on an hourly basis, including Consulting Services or MSP Services, in .1 hour increments including for one-way travel time, with services delivered at the facilities of Client subject to a one hour on-site minimum, and services delivered off-site subject to an eighteen minute (.3 hour) minimum. To the extent applicable, ICS consultant hours will be itemized as services are performed.

In addition to all payments for services, Client agrees to reimburse ICS for reasonable travel expenses including, but not limited to, ground transportation, lodging, meals, parking and associated expenses, each as incurred.

- 2. Provision of Services and Additional Services.** ICS shall perform all of its services in a professional manner and, when applicable, in accordance with the requirements prescribed in the appropriate manufacturer's operation and installation manuals. ICS cannot and does not guarantee a particular result, except, when applicable, as set forth in each such manual. ICS reserves the right to determine the use and mix of personnel in order to maintain the necessary and proper progress of its performance. Changes in scope of any Quotation caused by Client or other factors beyond the reasonable control of ICS will require an equitable adjustment to ICS's fees and/or date of performance, or both, and ICS shall not be required to undertake such additional work unless and until both parties have agreed, in writing, upon such adjustment. Client may request for ICS to perform additional services that are not expressly included within the scope of ICS Services ("Additional Services"). ICS may in its sole discretion, but shall not be obligated to, agree to perform any such Additional Services. Additional Services shall be provided pursuant to mutually executed or acknowledged written supplemental Quotations detailing the Additional Services to be provided, the time line for performance, and the fees payable for such Additional Services; however, Client shall also be responsible for payment for any Additional Services for which it receives a benefit not expressly set forth in a Quotation or supplemental Quotation whether by Invoice or otherwise.
- 3. Designated Representatives.** ICS and Client will each designate a representative who has overall responsibility for the project described in each Quotation ("Project Manager"). The Project Manager shall be responsible for coordinating such party's performance and assisting the other party as required in gathering and exchanging information, procuring services and performing related activities under the Agreement. Either party may at any time change its Project Manager by providing written notice of such change to the other party's Project Manager.
- 4. Client Obligations.** Client shall provide ICS with access to its facilities as is reasonably necessary for the performance of the ICS Services. Client shall cooperate fully with ICS and its employees, agents and subcontractors and reasonably make available its resources that are necessary to enable ICS to provide the ICS Services and make available a reasonable amount of secure space or storage by ICS of such items as ICS deems necessary. Client shall, if necessary, obtain waivers or consents from Client's landlord, or other consents or waivers that may be required, prior to installation,



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to permit the above. All risk of loss with respect to any hardware, software, equipment or other tangible personal property shall be borne by Client upon delivery to Client's facilities or other Client designated shipment location. Client shall provide ICS, in a timely fashion, with all information necessary as reasonably requested by ICS to perform the ICS Services. Client represents that all information presently known to Client to be necessary to ICS's performance of the ICS Services has been disclosed or provided to ICS, and Client will keep ICS timely informed of any updates or supplemental information of which Client becomes aware and that is material to ICS's performance of the ICS Services. In the event of Client's failure to perform its responsibilities hereunder, ICS may, at its option, assume or fulfill any and/or all of Client's responsibilities (at Client's cost), or suspend or cancel performance of the ICS Services.

- 5. Acceptance of Deliverables.** All deliverables provided to Client by ICS under a Quotation (each a "Deliverable") will be promptly reviewed and accepted or rejected by Client's Project Manager, in accordance with any acceptance procedures specified in the applicable Quotation or other written materials provided by ICS.

Each Quotation will include a description of the work or service to be provided; conditions specific to the provision of that service; and a description of billing rates and/or costs. If Client requests ICS to modify the scope or to change the direction of any ICS Services, the following guidelines will apply: ICS will complete a project change request form (which will include the estimated cost of making the change, and the time period it will take to complete the change) and submit the form to the Client's designated representative for consideration. The Client will either authorize or decline the change in writing within a reasonable time. If the parties cannot agree on a proposed change within a reasonable period of time, the Quotation will not be amended and the terms of the original Quotation shall remain in full force and effect. The foregoing notwithstanding, the parties acknowledge that more immediate timing requirements or deadlines, or other unplanned exigencies may preclude execution or acknowledgement of an amended or new Quotation, and that in such instances Client shall be responsible for payment for any ICS Service provided or rendered in good faith.

- 6. Ownership and License.** All rights in any technology, code, data or other materials developed by or for ICS or Client independent of the Agreement that are provided pursuant to a Quotation ("Pre-Existing Property") shall remain the sole property of the party providing the Pre-Existing Property.

All third party software products that are provided to Client pursuant to a Quotation or otherwise by ICS shall be licensed to Client according to the terms of the applicable license agreement provided with such software product.

Except as provided in this Section 6, all rights in any modifications or derivative works of Client Pre-Existing Property developed by ICS and provided to Client in the course of its performance of a Quotation shall be owned by Client, and ICS agrees to assign and does hereby assign to Client all right title and interest that ICS may acquire during the term of the Agreement in all modifications and derivative works of Client Pre-Existing Property.

Notwithstanding anything to the contrary, (a) ICS shall retain the right to use its knowledge, experience and know-how to provide ICS Services and develop deliverables for its other customers, irrespective of any similarity to the ICS Services or Deliverables provided under the Agreement; (b) any feedback provided by Client respecting any ICS Services or Software ("Feedback") is voluntary and, without any additional consideration owing to Client, and Client hereby automatically assigns to ICS all rights and interests in and to all Feedback; and (c) nothing contained in the Agreement shall limit in any way ICS's right to use the ICS Services, Software or Feedback for itself or any third party.

- 7. Representations and Warranties.** Each party represents and warrants to the other that:
- (i) it is duly organized and validly existing under the laws of the state/province of its incorporation or formation and has full corporate power and authority to enter into the Agreement and to carry out its provisions;
 - (ii) it is duly authorized to execute and deliver the Agreement and to perform its obligations, and



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- (iii) the Agreement is valid and legally binding upon it and the execution, delivery and performance of the Agreement by such party does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound nor would violate any law or regulation of any court, governmental body or agency having jurisdiction over it.

8. **Warranty and Disclaimer.** ALL SOFTWARE, ICS SERVICES, AND DELIVERABLES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ICS DOES NOT WARRANT THAT ANY SOFTWARE, ICS SERVICES OR DELIVERABLE ARE OR WILL BE MAINTAINED ERROR-FREE, THAT THEY WILL OPERATE WITHOUT INTERRUPTION, THAT ANY DEFECTS WILL BE CORRECTED THROUGH ANY OF ITS ICS SERVICES, THAT THEY WILL CORRECTLY PROCESS DATA AND INFORMATION, OR THAT THEY WILL FUNCTION CORRECTLY WITH ANY OTHER SOFTWARE OR HARDWARE. CLIENT ACKNOWLEDGES AND AGREES THAT ICS IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN ICS, ALL OF WHICH SHALL BE LIMITED TO THE WARRANTIES PROVIDED BY THE SOFTWARE OR HARDWARE SUPPLIER, OR IN THE EVENT OF CLOUD SERVICES, SUBJECT TO THE WARRANTIES AND REMEDIES PROVIDED IN OR AS OTHERWISE LIMITED BY THE SERVICE LEVEL AGREEMENTS MADE AVAILABLE BY THE PARTY WITH WHICH ICS HAS CONTRACTED UNDER A MASTER CLOUD AGREEMENT AND FOR WHICH ANY RELIEF IS AVAILABLE TO ICS AS A RESELLER.
9. **Limitation of Liability.** *Section 9 deemed to be not reasonable by Client - Removed at their request.
10. **Indemnification.** Section 10 Revised: To the furthest extent allow by law, ICS shall defend, indemnify and hold harmless the City from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by City and any reasonable attorney's fees and costs) which arising from ICS's negligence or willful misconduct; a breach of Tyler's confidentiality (information not of public record) obligations arising from ICS's negligence or willful misconduct; or ICS's violation of a law applicable to ICS's performance under the contract. The City must notify Tyler promptly in writing of the claim as soon as a loss is known and give ICS control over its defense or settlement with City's approval, reasonable approval will not be withheld. The City agrees to provide ICS with reasonable assistance, cooperation, and information in defending the claim at ICS's expense. ICS will defend, indemnify, and hold harmless the City from third-party claims that the ICS' software and/or documentation infringes an intellectual property right in accordance with ICS's standard contract language.

If ICS subcontracts all or any portion of the services to be performed under this Agreement, you will require each subcontractor to indemnify, hold harmless and defend you, City and each of our officers, officials, employees, agents and volunteers in accordance with this paragraph.

INSURANCE REQUIREMENTS

a) Throughout the life of this Agreement, ICS shall pay for and maintain in full force and effect all insurance as required in Exhibit A with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

11. Confidential Information



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- 11.1 Confidentiality Obligations.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing the Agreement, each party (a “receiving party”) has and will have access to certain Confidential Information (as defined below) of the other party (a “disclosing party”). Each receiving party acknowledges and agrees that misuse and/or disclosure of the Confidential Information of the disclosing party could adversely affect the disclosing party’s business. Accordingly, the parties agree that, during the term of the Agreement, the receiving party shall:
- (a) use and reproduce the disclosing party’s Confidential Information only to perform its obligations hereunder and for the purposes specified in the Agreement,
 - (b) restrict disclosure of the disclosing party’s Confidential Information to its employees and contractors with a need to know the Confidential Information to enable the receiving party to perform its obligations under the Agreement,
 - (c) not disclose the disclosing party’s Confidential Information to any third party (including, but not limited to, any third-party consultant, contractor, or agent) without the prior written approval of the disclosing party and without first obtaining such third party’s written agreement to maintain the confidentiality of the disclosing party’s Confidential Information under terms and conditions at least as stringent as those set forth in this Section 11, and
 - (d) following the expiration or earlier termination of the Agreement, it shall promptly return to the disclosing party all Confidential Information of the disclosing party or destroy such Confidential Information and so certify in writing to the disclosing party.

Notwithstanding the requirements of this Section 11, the receiving party may disclose Confidential Information of the disclosing party to the extent it is required to do so under law or in a judicial or other governmental investigation or proceeding, provided that the receiving party gives the disclosing party prompt written notice of the compelled disclosure and cooperates with the disclosing party in seeking a protective order or any other available protections available to limit the disclosure of the disclosing party’s Confidential Information.

- 11.2 Confidential Information Defined.** As used herein, the term “Confidential Information” shall mean all information disclosed in tangible form to a party and marked as “confidential” or “proprietary”, or when disclosed orally the disclosing party notifies the receiving party in writing of its confidential nature within ten (10) business days of disclosure. All Client data to be hosted or serviced by ICS and any Deliverables from Client to ICS delivered pursuant to this Agreement shall be the Confidential Information of Client. Neither party shall disclose the terms of the Agreement to any third party (including, without limitation, any press release relating to the Agreement) without the prior written consent of the other party, except to potential investors, lenders, underwriters and acquirers of the receiving party. Notwithstanding the foregoing, the term “Confidential Information” specifically excludes:
- (i) information that is in the public domain or enters the public domain through no action or default of the receiving party;
 - (ii) information that is known to the receiving party without restriction, prior to receipt from the disclosing party;
 - (iii) information that the receiving party receives from a third party known by the receiving party to have a legal right to transmit such information, and not under any obligation of confidentiality; or
 - (iv) Information that was independently developed by the receiving party’s employees or agents without any use of the disclosing party’s Confidential Information.



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12. Termination.

- 12.1 Notice of Termination.** Except as otherwise expressly agreed in a Quotation, the Agreement (and the ICS Services arising therefrom) may be terminated, with or without cause, upon ninety (90) days advance written notice by either party. Client may terminate this Agreement for Client's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement. Since ICS incurs significant costs in the beginning months when performing services defined in a Quotation relating to MSP Services, an "Early Termination Fee" may apply for all contracts cancelled prior to the designated term (as defined in each applicable Quotation). Client acknowledges and agrees that certain ICS Services, including BDR Services and Cloud Services, may require time commitments as long as three (3) years depending upon the Quotation, and an early termination may require payment by Client to ICS of a significant Early Termination Fee as set forth in the applicable Quotation. Client shall owe all amounts owing under Invoices relating to Quotations including Early Termination Fees notwithstanding any notice of termination as provided in Section 12.4.
- 12.2 Breach.** The Agreement may be terminated by either party if the other party materially breaches any provision of the Agreement and such breach is not cured within thirty (30) days after demand for cure is made in writing. ICS also has the right to suspend or cancel any ICS Services if Client fails to make any payment when due. ICS's right to suspend or cancel the ICS Services is without limitation of any other remedy available to it arising out of Client's breach, including termination.
- 12.3 Insolvency or Bankruptcy.** Either party may immediately terminate the Agreement by written notice to the other party (without prior advance notice), if the other party: (i) makes an assignment for the benefit of its creditors; (ii) becomes insolvent, or voluntary or involuntary proceedings are instituted by or against such other party under any bankruptcy or insolvency laws and such proceedings are not terminated within sixty (60) days; or (iii) if a receiver is appointed for such other party or its assets for a period of more than sixty (60) days.
- 12.4 Effect of Termination.** Termination of the Agreement shall terminate all Quotations (subject to Client's obligations upon termination). Upon the expiration or any termination of the Agreement,
- (i) each party shall promptly return all papers, materials and other properties of the other party held by it;
 - (ii) all licenses granted to Client shall immediately terminate; and
 - (iii) Client shall immediately discontinue all use of any Deliverable not then accepted or paid for, which Deliverable(s) shall be immediately returned to ICS. If development of any Deliverable is terminated prior to its acceptance, Client shall be obligated to pay ICS such amounts as are due and owing under the applicable Quotation as of the date of such termination, or ICS's time and materials rates for the ICS Services actually provided through the date of termination (up to the fees due on completion), whichever is higher.
- Neither party shall be relieved of any obligation accruing under the Agreement, an Invoice or a Quotation prior to its termination.
- 12.5 Survival.** The provisions of Section 1 and Sections 6 through 17 of the Ts & Cs and any accrued rights to payment of amounts due ICS for ICS Services but unpaid, will survive any termination of the Agreement.



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- 13. Force Majeure.** Except for the payment of any amounts due hereunder, if either party is delayed or prevented from performing, or is unable to perform any of its obligations under the Agreement due to fire, strike, riot, explosion, flood, acts of God, the public enemy, or any other acts or circumstances beyond the reasonable control of such party, which could not have been prevented or eliminated by the exercise of due diligence ("Force Majeure"), shall not be deemed in breach of this Agreement. The party claiming Force Majeure will give prompt written notice of any Force Majeure to the other party, and shall exercise due diligence to resume the performance of its obligations under this Agreement.
- 14. Assignment.** Client may not assign the Agreement or any of its rights or obligations hereunder without the prior written consent of ICS; provided, however, that Client may assign the Agreement to an acquirer of all or of substantially all of its equity securities, assets or business relating to the subject matter of the Agreement or to any entity controlled by, controlling or under common control with Client. ICS shall cooperate with Client to the extent necessary to secure lease or related financing, subject to the understanding that such lease or similar arrangement shall not limit ICS's recourse against Client or the leasing company, or both, or otherwise limit ICS's remedies hereunder. ICS may assign the Agreement to another party upon thirty (30) days written notice to Client. Any purported assignment agreements in violation of this Section 14 shall be null, void and of no effect.
- 15. Relationship of Parties.** ICS and Client are independent contractors under the Agreement. Each party shall be responsible for all of its employees and agents and its labor costs and expenses arising in connection with the performance of its obligations herein. Neither party has authority to enter into agreements of any kind on behalf of the other.
- 16. Arbitration.**
- 16.1** All disputes which in any manner arise out of or relate to this Agreement or the subject matter hereof, shall be resolved exclusively by arbitration in accordance with the provision of this paragraph. Either party may commence arbitration by sending a written demand for arbitration to the other party, setting forth the nature of the controversy, the dollar amount involved, if any, the remedies sought, and attaching to such demand a copy of this paragraph.
- 16.2** There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties shall select an arbitrator pursuant to the California Arbitration Act (CCP §§ 1280 et seq.).
- 16.3** The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.
- 16.4** The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.
- 16.5** Arbitration shall take place in Fresno, California. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.



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16.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a ruling in the Superior Court of Fresno County.

17. Miscellaneous.

17.1 **Choice of Law.** The Agreement shall be exclusively governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within California, without regard to conflicts of provisions thereof.

17.2 **Amendment and Waiver.** Except as otherwise expressly provided herein, any provision of the Agreement may be amended or modified and the observance of any provision of the Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only in the form of a writing signed by both parties. The failure of either party to enforce its rights under the Agreement at any time for any period shall not be construed as a waiver of such rights.

17.3 **Severability.** In the event that any of the provisions of the Agreement shall be held by a court of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

17.4 **Headings.** The headings and captions provided in the Agreement are for convenience only and are not to be used in the interpretation of the Agreement.

17.5 **Notices.** All notices required to be given under the Agreement must be given in writing and delivered either by hand, certified mail, return receipt requested, postage pre-paid, or Federal Express or other commercial overnight delivery service with tracking capabilities, all delivery charges prepaid, or by electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid) and addressed to the applicable party's address listed below or such other address as to which the party has notified the other party in accordance with this Section 17.5.

If to ICS:

Michael Kemps
Innovative Computing Systems, Inc.
1000 Wilshire Boulevard, Suite 1900
Los Angeles, CA 90017
mkemps@innovativecomp.com

If to Client:

Raj Badhesha
Fresno City Attorney's Office
2600 Fresno Street, Room 2031
Fresno, CA 93721
Raj.Badhesha@fresno.gov

17.6 **Non-Solicitation.** Client and ICS will not, during the term of the Agreement, directly or indirectly, solicit, induce, recruit or encourage any of ICS's or Client's employees to leave their employment for any reason. If either ICS or Client solicit or hire an employee, the hiring party shall make a one-time payment, construed to be liquidated damages, in an amount of fifty percent (50%) of such employee's offered annual salary, in recognition of the disruption and costs to the business of the party from which the employee departs.



- 17.7 **Counterparts and Electronic Signatures.** The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument, The Agreement may be executed by facsimile signature and facsimile signatures shall be given the same effect as original signatures. The parties expressly acknowledge that the Agreement, including all parts hereof such as Quotations, may be validated electronic documents and executed or acknowledged by electronic signature pursuant to the Uniform Electronic Transactions Act (UETA) or the Electronic Signatures in Global and National Commerce Act (E-SIGN).



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 **Fee Schedule**

Consulting Fees for Professional Services

Fixed Fee Managed Services	
<i>All-inclusive remote support, monitoring, patching - Priced per user per month</i>	\$200/user

Basic Managed Services Hours	
<i>Recurring, fixed support hours per month - Locked in at our lowest rate</i>	\$220/hour

Time and Materials Hourly Rates	
<i>Systems Engineer</i>	\$220/hour
<i>Senior Systems Engineer</i>	\$250/hour
<i>Senior Consultant</i>	\$300/hour
<i>Cybersecurity Consulting</i>	\$300/hour
<i>Project</i>	\$250/hour
<i>After-Hours Surcharge</i>	\$100/hour

Pricing is confidential and shall not be disclosed without written consent. Services provided outside of standard support hours are subject to the above listed After-Hours Surcharge. On-site visits are subject to a two hour minimum and one-way travel time.

*Prepayments apply a discount of 5% to role specific rates with a minimum \$10,000 retainer.
 This discount is applied monthly to accounts with a positive balance.

STANDARD BUSINESS HOURS: 9:00 a.m. - 6:00 p.m. Pacific

SUPPORT HOURS: 6:00 a.m. - 7:00 p.m. Pacific

EMERGENCY SERVICES: Available 24x7 via on-call team.

ENGINEER ASSIGNMENT: Client teams are designated and assigned. Requests for specific engineers are given priority. However, if the requested engineer is unavailable, assignment will be based on availability and specialization.

METHOD OF PAYMENT: We accept payments via electronic ACH, company checks, Visa, MasterCard, and American Express. Payments may be made online via our payment portal at <http://epay.innovativecomp.com>. Financing and leasing options are also available. All monthly recurring products and services require auto-payment through ACH/Credit Card or will incur a 5% processing fee.



Response Times and Escalation Procedure

Support Tiers

The tables below indicate the tiers of support, and the targets of response, resolution, and escalation times for each priority level. We will respond to Client's Service Requests under the provisions noted below and with best efforts under the provisions below. Service Requests must be created by Client or by our service representative when notified by Client. Each call will be assigned a Service Request number for tracking purposes.

Support Tier	Description
Tier 1 Support	All support incidents are initiated at Tier 1, where the Service Request is created, the issue is documented and basic hardware and/or software troubleshooting commences. Tickets may be escalated immediately to a higher tier when appropriate.
Tier 2 Support	All support incidents are escalated to Tier 2 when the escalation threshold is reached or when appropriate.
Tier 3 Support / On-site Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by subject matter experts to resolve complex issues. Third-party application or hardware vendor support collaboration may be necessary. Support incidents that cannot be resolved remotely are escalated to on-site support.

All service requests begin with Tier 1 Support and will be addressed and escalated if necessary, per the tables below, based on operating hours.



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Response Times and Escalation Procedure

During-Hours Service Level Agreements

When we receive a request for service by Client or an alert from our monitoring system between 6:00am and 7:00pm Pacific time (during-hours), whether through phone call, email or customer portal, a new Service Request will be generated. Once that Service Request is received, the following Service Level Agreements will be met:

Issue	Priority	Response Time	Commencement Time	Resolution Time	Escalation Threshold
Network service not available –all systems unavailable	1	Within 15 minutes	Within 15 minutes	ASAP - Best Effort	30 minutes
Significant degradation of system functionality- business critical systems effected.	2	Within 15 minutes	Within 30 minutes	ASAP - Best Effort	30 minutes
Limited degradation of system functionality - limited number of systems effected, business process can continue.	3	Within 15 minutes	Within 60 minutes	ASAP - Best Effort	30 minutes
Minor degradation in system functionality	4	Within 15 minutes	Within 60 minutes	ASAP - Best Effort	30 minutes

During business hours, all email and client portal requests are marked as P3 by default, and the priority may be modified as necessary during initial contact. Phone requests are marked with the appropriate priority based on initial contact. Our dispatch team processes and assigns requests within the Response time listed above. Resolution will commence within the defined Commencement time, after the Response time period. If the Service Request is not resolved or a resolution plan in place within the listed Escalation Threshold timeframe, the Service Request will be escalated for further assistance.

Response Times and Escalation Procedure

After Hours Service Level Agreements

When we receive a call from a Client or an alert from our monitoring system between 7:00pm and 6:00am Pacific time (after-hours), the call/alert will be routed to an on-call engineer. Once the call/alert is received, the following Service Level Agreements will be met:

Issue	Priority	Response Time	Commencement Time	Resolution Time	Escalation Threshold
Emergency Issue - Assistance needed now	1	Within 30 minutes	Within 30 minutes	ASAP - Best Effort	30 minutes

Outside of business hours, we route telephone requests to an on-call engineer via our answering service. These calls are marked P1 by default. Once contacted, the engineer will respond within thirty minutes. Resolution will begin within an additional thirty-minute period. Automated alert remediation is available to Fixed-Fee Managed Services clients only and are remediated within the same time periods. Basic Managed Services alerts are sent to Client's designated representative for escalation or are reviewed by us during business hours only.

Exhibit A

INSURANCE REQUIREMENTS

Professional Service Agreement between City of Fresno ("CITY") and "ICS"

iManage
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. Technology Liability (Errors and Omissions) insurance including a cyber liability endorsement appropriate to the professional services provided. Coverage shall be sufficiently broad to respond to duties and obligations asis undertaken by ICS in this agreement and shall include but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

ICS, or any party the ICS subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate

2. TECHNOLOGY PROFESSIONAL LIABILITY insurance with limits of not less than:

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event ICS purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

ICS shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and ICS shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents

- and volunteers; or
- (ii) ICS shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability insurance policy is to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. ICS shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, ICS'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of ICS'S insurance and shall not contribute with it. ICS shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

If the Technology Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by ICS.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by ICS, ICS must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. ICS is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, ICS shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, ICS shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by ICS shall not be deemed to release or diminish the liability of ICS, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by ICS. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of ICS, its principals, officers, agents, employees, persons under the supervision of ICS, vendors, suppliers, invitees, consultants, subconsultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If ICS subcontracts any or all of the services to be performed under this Agreement, ICS shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, ICS shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and ICS shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with ICS, and CITY, prior to commencement of any work by the subcontractor.

VERIFICATION OF COVERAGE

ICS shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, ICS shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.



Quotation Summary

Description	Amount
Products - iManage On Prem Perpetual	\$64,000.00
Services - iManage Annual Support	\$15,360.00
Services - iManage On Premise from Windows	\$39,480.00
Services - Block Time	\$10,000.00
Total:	\$128,840.00



Innovative Computing Systems

iManage On Premises Implementation



Prepared by:

Innovative Computing Systems, Inc.

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Prepared for:

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Quote Information:

Quote #: 117428

Version: 4
Delivery Date: 05/02/2022
Expiration Date: 05/31/2022

Products - iManage On Prem Perpetual

Qty	Description	Price	Ext. Price
1	iManage OCR iManage OCR	\$10,000.00	\$10,000.00
45	iManage On-Prem Corp. Ess. User iManage On-Prem Corporate Essentials User - Perpetual *(Requires Annual Maintenance)	\$1,200.00	\$54,000.00

Subtotal: \$64,000.00

Services - iManage Annual Support

Qty	Description	Price	Ext. Price
1	iManage OCR Annual Support iManage OCR Annual Support	\$2,400.00	\$2,400.00
45	iManage On-Prem Corp. Ess. User Support iManage On-Prem Corporate Essentials User - Annual Maintenance (Per User Per Year)	\$288.00	\$12,960.00

Subtotal: \$15,360.00



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Services - iManage On Premise from Windows

Qty	Description	Price	Ext. Price
1	iManage Implementation See Statement of Work	\$39,480.00	\$39,480.00
Subtotal:			\$39,480.00

Services - Block Time

Qty	Description	Price	Ext. Price
1	Pre-Paid Block Time Block Time Retainer or Replenish - \$10000	\$10,000.00	\$10,000.00
<i>Prepayments apply a discount of 5% to role specific rates with a minimum \$10,000 retainer. This discount is applied monthly to accounts with a positive balance. Additional invoices will be automatically sent and payment requested when the prepaid balance reaches 20% remaining. Balances on account are non-refundable but do not expire.</i>			
Subtotal:			\$10,000.00



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Statement of Work

This Statement of Work (“SOW”) is made and entered into between Innovative Computing Systems, Inc. (the “Company”) and the Fresno City Attorney’s Office (the “Client”) upon the Client’s signature of this quotation. This SOW defines the services and deliverables that the Company shall provide to the Client under this quotation and is governed by the Master Services Agreement between the Company and the Client.

Client Objective and Purpose

This quote is for the implementation of the iManage Document Management System for the Client.

Scope of Services

The Company will provide the following services:

- Consult on and perform Workspace Design
- Set up workspace creation
- Create matter intake automation process
- Install iManage Work server
- Install RAVN Indexer current version and reindex
- Pilot testing and fixes
- Provide Client with introduction to iManage Administrative Tool - IMCC
- Install Preview Server
- Work with Client IT regarding AV and Firewall settings
- Create or modify Active Directory Sync connections
- Create New File Repository
- Install Work10 Desktop for Windows on test machine
- Set up customizations
- Set up several Pilot machines manually
- Login Pilot users into Work10 Desktop for Windows and through browser
- Engineer Work with Trainer
- Assist users with first login
- Install and Configure iManage OCR module
- Provide remote support post-upgrade as required

Location of Services

The Company will perform all services remotely.



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Responsibilities:

The Company will perform the following:

1. Designate a single point of contact to manage the project (Project Manager) who will be responsible for managing the overall project, including resources, scheduling, scope, timeline, budget, project updates, and Client satisfaction
2. Review this scope with Client at the start of the project and verify objective, scope, and project details are accurate and mutually agreeable
3. Perform the above listed scope employing industry standards and best practices

The Client will perform the following:

1. Designate a single point of contact whom all the Company's correspondence may be addressed, has the authority to act upon all aspects of the SOW, and who will communicate project details internally at the Client as necessary
2. Make available to the Company all necessary logins, passwords, and documentation for all devices relevant to this project
3. Allow the Company full access to the relevant network, infrastructure, and devices during the procedure
4. Provision, update, and secure Windows servers for the Company to install iManage services onto
5. Obtain DMS and RAVN certificates
6. Provide a Windows file share for the Company to use for exporting documents and importing into iManage
7. Deploy Work 10 client to all systems with the appropriate configurations
8. Work with iManage engineer in designing workspaces in a timely manner
9. Test and validate sample system functionality post upgrade
10. Make old repository read only or retire old server
11. City IT Department to provision servers required for iManage with the following specifications:
12. DMS Server - 4 cores, 16GB ram, C:\ = 100GB, D:\ = 100GB
13. SQL - We are assuming the database will be mounted on an existing SQL server (SQL 2014 or higher).
14. RAVN - 4 cores, 24GB ram, C:\=100GB, D:\100GB, E:\= 250GB
15. Preview - 4 cores, 16GB ram, C:\ = 250GB
16. OCR - 4 cores, 16GB ram, C:\100GB, D:\200GB

Assumptions:

This Scope of Work and quotation assumes the following conditions:

- Migration of documents from existing Windows file server to iManage is included
- The export from Windows does not require additional effort to clean up the file and folder structure or naming convention
- Matter centric design (Workspace templates) will be tested with live documents prior to cutover
- Matter centric design will not be changed during this project
- Any folders outside the standard folder structure will not be modified, but instead imported as-is
- Windows file security settings are not required to be retained during the transfer to the iManage system
- File paths do not include special characters
- The Client will fully pilot the iManage system, provide feedback on issues, and collaborate with the Company's engineering team to resolve issues before rollout
- The Windows file share will be disabled during and post-migration to prevent document issues
- There will be no changes to the Workspace design following the final migration



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- The Client will handle all iManage Work 10 client application and configuration rollout to end users
- No additional iManage Workspace templates are required
- Client workstations are compatible with iManage client requirements
- AD setup is compatible with SAML authentication requirements
- All Office, Adobe and any integrated applications are compatible supported versions
- Microsoft Exchange is a supported version
- Cutover date is subject to iManage engineer availability
- Innovative Computing Systems doesn't provide iManage training but can provide list of iManage trainers
- Additional modules provided in iManage bundle require additional hours to implement. This quote includes OCR but not other modules such as Share, Mobility, Drive or Threat Manager
- Documents to be saved to iManage conform to the iManage supported application list
- Any future updates to the iManage desktop client will require additional hours
- Client will maintain and patch on premise iManage servers
- Any 3rd party applications which integrate with iManage will require additional hours

Change Orders:

The Company is responsible for performing only the service as described herein. All other services, tasks, and activities are considered out of scope and may incur additional charges. If any of the assumptions are found to be inaccurate or there are unforeseen circumstances that require additional hours to complete the project, additional charges may apply. The Company's Project Manager will discuss with the Client's designated point of contact and issue a Change Order as necessary.

Payment and Terms:

This project requires a down payment before project commencement. Upon the Client's acceptance of this quotation, the Company will issue a down payment invoice to the Client. Project planning will commence upon the Company's receipt of down payment.

This project is Fixed Fee and will be billed in increments defined in the terms and conditions of this quotation.



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This Quotation is governed by our Master Services Agreement, the standard version of which may be reviewed on our website at www.innovativecomp.com/master-services-agreement. Unless stated otherwise, all services described herein are estimates. Time and Materials Projects require the Project Management Fee to be paid upon acceptance and will act as a deposit for the project. Project planning will commence upon receipt of payment. Actual services will be invoiced monthly. Fixed-Fee Projects are invoiced as follows: 33% upon acceptance, 33% mid-project, and the remaining balance upon completion. Project planning will commence upon receipt of the initial 33% payment. All Project invoices are due upon receipt.

Pricing and availability for third party Vendor Products (hardware/software/licensing) and services are subject to change. Quotations may include third party Vendor fees wherein user counts and/or usage fluctuate on a monthly basis. Examples include but are not limited to, Amazon Web Services, Microsoft 365, Duo Security, LogicMonitor, EventTracker, StorageCraft, OpenDNS and Sophos. Client shall be invoiced for periodic fluctuation based on each Vendor's highest reported usage in the corresponding month.

Orders for hardware, software and maintenance renewals in excess of \$5,000 will be processed upon receipt of full payment. Those below this threshold are invoiced Net Due Upon Receipt. Bundled Innovative Cloud Solution and Managed Services fees are charged on the 12th of each month to the payment information on file. If the auto-pay option is not selected, a 5% payment processing fee will apply. Payment information may be added through our online payment portal available at epay.innovativecomp.com. We sincerely appreciate your business and trust.

Innovative Computing Systems, Inc.

Fresno City Attorney's Office

Signature: 
Name: David Teuber
Date: 05/02/2022

Signature: _____
Name: Raj Badhesha
Date: _____