**Support Revolution**

**Third Party Support Services Agreement**

This Third Party Support Services Agreement ("Agreement") is made and entered into as of August 29th 2025 (the "Agreement Date") by and between Support Revolution, Inc., a Delaware corporation, whose office is at Support Revolution Inc., 111 Congress, Suite 500, Austin, Texas (the "Supplier") and the City of Fresno, a California municipal corporation, whose office is at 2600 Fresno Street Fresno, CA (the "Client").

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions have the meaning set opposite:

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| **"Confidential Information"** | means: (i) all confidential, technical, scientific, or commercial information (in any form or medium and including all copies of the same) concerning past, present, and/or future transactions, dealings, projects, plans, proposals (including the Proposal), staff and other business affairs that are disclosed directly or indirectly by one party (the **"disclosing party"**) to the other (the **"receiving party"**) at any time in contemplation of or in connection with the Agreement (whether or not it is stated to be confidential at the time of disclosure); and (ii) the terms of the Agreement, in respect of which the Client shall be the receiving party; and (iii) the Client Data, in respect of which the Supplier shall be the receiving party; |
| **"Control"** | means the ownership of more than 50% of the issued share capital or other equity interest or the legal power to direct or cause the direction of the general management and policies of an entity; |
| **"Customization"** | means any improvement to, or modification, customization or extension of, the functionality or performance of any Supported Software, other than a Fix; |
| **"Fix"** | means the correction of an Incident by the Supplier, including the provision to the Client of any patches or documentation that are required for or as a result of such correction; |
| **"Incident"** | means any defect or error in the Supported Software, including any failure by the Supported Software to perform in accordance with the specifications provided to the Client in respect of such Supported Software; |
| **"Intellectual Property Rights"** | means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |
| **"Laws"** | means any applicable: (a) statute, delegated or subordinate legislation; (b) binding judgment of a court of competent jurisdiction; (c) industry code, standard or policy enforceable by law; and (d) relevant binding regulatory direction, policy or rule, in each case in force at any time during the Term in any jurisdiction applicable to the Agreement; |
| **"Losses"** | means all claims, actions, proceedings, losses, liabilities, damages, costs, and expenses howsoever arising (including legal fees and other professional advisors' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions); |

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| **"Patches"** | means updates to the Supported Software; |
| **"Personnel"** | means, in relation to a party or a Support Partner, as applicable, that party's employees, agents, consultants and subcontractors who are involved in the performance of the Agreement; |
| **"Proposal"** | means the Supplier's final signed proposal for the provision of the Services, as provided to the Client; |
| **"Services"** | means the third party software support services, and (if applicable) any transition services and Trend Micro, to be provided by the Supplier to the Client under the Agreement, as more particularly described in the Proposal; |
| **"Service Levels"** | means the service levels described in the Service Level Agreement; |
| **"Service Level Agreement"** | means the Supplier's standard service level agreement in force from time to time; |
| **"Similar Services"** | means any services that are the same as or similar to the Services to be provided under this Agreement, and/or the performance of any other obligation or activity that is the same as or similar to the obligations and/or activities to be performed by the Supplier under this Agreement; |
| **"Support Partner"** | means any third party provider of support services to the Client in relation to the Systems and/or the Supported Software; |
| **"Systems"** | means the Client's IT systems that incorporate the Supported Software, excluding the Supported Software itself; |
| **"Supported Software"** | has the meaning ascribed to it in Section 6.1. |
| **"Term"** | means the Initial Term and any Subsequent Terms; and |
| **"Third Party Licensor"** | means the third party licensor or vendor of the Supported Software. |

1.2 In the Agreement, except where otherwise stated or where the context otherwise requires:

1.2.1 Section headings are included for convenience only and will not affect the construction or interpretation of the Agreement;

1.2.2 any phrase introduced by the words **"including"**, **"includes"**, **"in particular"** or similar shall not limit the generality of any preceding words;

1.2.3 any reference to a Section is to the relevant Section of the Agreement;

1.2.4 use of the singular includes the plural and vice versa;

1.2.5 any reference to **"persons"** includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, government bodies, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);

1.2.6 the words **"in writing"** and **"written"** exclude fax and email (unless stated otherwise in the Agreement);

1.2.7 the words **"day"** and **"month"** mean calendar day and calendar month;

1.2.8 any reference to a statute or provision of a statute includes references to:

(a) that statute or provision as amended, extended or applied by any other provision regardless of whether the other provision became law before or after the Agreement;

(b) any re-enactment of that statute or provision (with or without change); and

(c) any regulation, order, code of practice or similar thing having the force of law made (before or after the

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Agreement) under that statute or provision or any provision falling within Sections (1.2.8(a) or 1.2.8(b));

1.2.9    references to **"indemnifying"** any person against or with respect to any circumstance shall include indemnifying and keeping it harmless, on an after tax basis, from all Losses suffered, made or incurred by it arising from or in relation to such circumstance; and

1.2.10   a reference to **"good faith"** in the Agreement means that the applicable party or parties must:

(a)    not act unconscionably, use misleading or deceptive conduct nor any element of duress (including economic duress or threat of enforcing legal rights);

(b)    act honestly, providing where relevant honest and objective appraisals of any facts or circumstances;

(c)    meet with and openly discuss issues where relevant, giving due and proper consideration to the views and needs of the other party as against their own views and needs, all in a professional and responsible manner,

and for the avoidance of doubt, **"good faith"** does not mean a party is obliged to act contrary to its own interests.

## 2.    CONTRACT STRUCTURE

2.1    The Client and the Supplier agree to be bound by:
2.1.1    these terms and conditions (subject to Section 3.3);
2.1.2    the Proposal;
2.1.3    the Service Description; and
2.1.4    the Quotation,
(together, the **"Agreement"**).

2.2    If there is any conflict or ambiguity between the terms of the documents listed in Section 2.1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

## 3.    TERM

3.1    This Agreement shall come into force on the date of this Agreement (the **"Agreement Date"**) and the Supplier shall commence the provision of the Support Services from 01/05/2025 (the **"Support Commencement Date"**). The Agreement will continue for 36 months from the Support Commencement Date (the **"Initial Term"**) unless it is terminated earlier in accordance with its terms.

3.2    Subject to Section 3.3, at the end of the Initial Term and on each anniversary thereof, the Agreement shall automatically renew unless the parties agree, at least 90 days prior to the end of the Initial Term or the relevant Subsequent Term (as the case may be) to terminate the Agreement, in which case the Agreement shall renew for a further period of twelve months (each a **"Subsequent Term"**).

3.3    Before the start of any Subsequent Term: (a) the Supplier may require the Client to agree to the Supplier's most up to date terms and conditions (in which case they shall apply from the start of such Subsequent Term); and/or (b) the parties may review the Supported Software and agree any other changes to the scope of the Services for the relevant Subsequent Term, in which case the Supplier may adjust the Charges accordingly for any Subsequent Terms.

## 4.    CONTRACT MANAGEMENT

4.1    The Client and the Supplier shall each appoint an individual who will serve as the principal interface between the parties with respect to all issues relating to the Agreement (such individual for the Client being the **"Client Representative"** and for the Supplier being the **"Account Manager"**). The Account Manager shall also be responsible for the co-ordination of all matters relating to the Services. Each party may replace such individual from time to time on written notice to the other party.

## 5.    SUPPLY OF THE SERVICES

5.1    The Client appoints the Supplier to provide, and the Supplier shall provide, the Services in accordance with the terms of this Agreement.

5.2    Any performance dates will be estimates only and time will not be of the essence for the performance of the Services.

5.3    Whilst the Supplier may undertake a review of the Client's software licences provided by a Third Party Licensor, and provide commentary on such licences as part of the Services at no additional cost, under no circumstances will the Supplier be deemed to be offering the Client

a licence to use software similar to that provided by such Third Party Licensor.

## 6.    THE SUPPORTED SOFTWARE

6.1    The Supplier shall provide the Services in respect of:
6.1.1    the software listed in the Proposal;
6.1.2    any Customizations (subject always to Section 6.2);
6.1.3    any Fix and/or Patch provided by the Supplier to the Client under the Agreement; and
6.1.4    any other software which the Supplier and Client agree in writing from time to time in accordance with Section 15, provided that period in respect of which support is provided for any such additional software shall be consistent with the Term,
(together, the "**Supported Software**").

6.2    If an Incident arises in respect of any Customization implemented by or on behalf of the Client on or after the Support Commencement Date, and such defect occurs within the first three (3) months of such implementation, the Client shall, in the first instance, require the developer of such Customization to remedy the Incident.

## 7.    ACCESS TO SYSTEMS

7.1    The Supplier and the Supplier's Personnel may gain access to the Client's test version of its Systems (**"Test Systems"**), either directly or remotely ("**Access**") where such Access is granted by the Client, and may only utilize that Access as is required for the proper performance of the Supplier's obligations under the Agreement. For clarity, the parties acknowledge that the Supplier's Access shall, unless otherwise granted by the Client, be limited to access to and use of the Test Systems and the Supported Software in a test environment.

7.2    Where the Client does not grant Access, the Client acknowledges that the Supplier: (i) may not be able to provide all or part of the Services and/or any required Patches or Fixes; and (ii) shall not be liable for any such failure (including any failure to meet the Service Levels and/or any liability to pay Service Credits).

7.3    Where the Client grants the Supplier Access, the Client hereby grants the Supplier a non-exclusive, sub-licensable, royalty-free license to access and use the Test Systems and the Supported Software in a test environment for the purposes of the Supplier providing the Services and otherwise performing its obligations and exercising its rights under and in connection with this Agreement. The Systems shall remain the property of the Client (or its licensors or lessors).

7.4    The Supplier and the Supplier's Personnel shall comply with all Client policies agreed in writing by the Supplier from time to time in relation to Access.

7.5    The Supplier shall use commercially reasonable efforts not to introduce any software virus, spyware, Trojan horse, malware or other limiting or disabling code, design or routine that allows unauthorized use of, or access to, or that is otherwise harmful to, any IT system or data (together a **"Virus"**) into the Systems. This obligation may be discharged by maintaining and operating reasonably up to date versions of virus protection and firewall software which are of reasonably acceptable industry standards.

## 8.    CLIENT OBLIGATIONS

8.1    The Client shall:
8.1.1    cooperate with the Supplier in all matters relating to the Services and provide in a timely manner such information relating to the System and Supported Software or access to Client Personnel as the Supplier may require, and shall ensure that any such information is and remains complete and accurate in all respects throughout the Term;
8.1.2    where applicable and subject to Section 7.1, ensure that the Supplier is able to remotely access the Test System and the Supported Software in a test environment (unless agreed otherwise) in order to perform the Services (including maintaining appropriate environmental and operational conditions, and meeting any system requirements specified by the Supplier from time to time);
8.1.3    be solely responsible for ensuring it has all necessary licenses and consents in relation to the System and the Supported Software (including Third Party Licensor licenses) to enable the Supplier to perform the Services in compliance with this Agreement and all relevant Laws and

without infringing the Intellectual Property Rights of any third party in relation to the System and/or the Supported Software;

8.1.4 not introduce any Virus into the Supplier's systems;

8.1.5 without affecting its other obligations under the Agreement, comply with all applicable Laws with respect to its activities under the Agreement, including ensuring that all Client Data complies with all applicable Laws;

8.1.6 carry out all its responsibilities set out in the Agreement in a timely and efficient manner; and

8.1.7 to the extent permitted by applicable Laws and except as otherwise expressly provided in this Agreement, be solely responsible for (i) procuring, maintaining and securing its network connections and telecommunications links from its Systems to the Supplier's data centers, and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

8.2 The Client shall not use the Services (including by accessing, storing, distributing or transmitting any material through its use of the Services) in a way that is unlawful (including promoting or facilitating unlawful activity), offensive, immoral, harmful, threatening, defamatory, obscene, infringing, harassing, or discriminatory. The Supplier may, without liability to the Client and without prejudice to its other rights or remedies, disable the Client's access to the Services if the Client is in breach of this Section 8.2.

8.3 The Client shall not:

8.3.1 except as may be allowed by any applicable Laws which are incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:

(a) attempt to copy, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;

8.3.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Services, or otherwise make them available to any third party; or

8.3.3 attempt to obtain, or assist third parties in obtaining, access to the Services.

8.4 The Client shall prevent any unauthorized access to, or use of, the Services. In the event of any such unauthorized access or use, the Client shall notify the Supplier immediately.

## 9. DEFAULT BY THE CLIENT

9.1 To the extent that the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by a failure or delay by the Client or any of the Support Partners in: (i) complying with this Agreement (including any Client responsibilities set out in the Proposal); and/or (ii) granting the Supplier Access, the Supplier shall be entitled to an extension of time in respect of the performance of the affected obligation commensurate with the delay caused by the Client's or its Support Partner's failure to so comply or delay in complying or failure to grant or delay in granting Access.

## 10. RELATIONSHIP WITH SUPPORT PARTNERS

10.1 **THE CLIENT SHALL:**

10.1.1 on or immediately after the Support Commencement Date provide the Supplier with details of all Support Partners;

10.1.2 procure that the Supplier is provided with such access to and assistance from all Support Partners as is set out in the Service Level Agreement or otherwise required by the Supplier for the purposes of providing the Services; and

10.1.3 procure that all Support Partners shall cooperate fully with the Supplier as reasonably required for the purposes of providing the Services; and

10.1.4 ensure that its Support Partners do not commit any act or omission which would invalidate the Client's agreement with a Third Party Licensor.

10.2 **THE CLIENT SHALL ENSURE THAT ITS SUPPORT PARTNERS:**

10.2.1 comply with the terms of the Agreement;

10.2.2 fully understand the scope of the Services provided by the Supplier;

10.2.3 raise any issues relating to the Supported Software, including any Incidents, on the Client's behalf with the Supplier in the first instance in accordance with the Service Level Agreement; and

10.2.4 do not raise any such issues or Incidents in relation to the Supported Software with any Third Party Licensor without the Supplier's prior written consent.

10.3 Where the Supplier has consented in writing to its Confidential Information being disclosed to a Support Partner under Section 20.1.2, the Client shall ensure that: (a) the Support Partner is made aware of the confidential nature of the Confidential Information; and (b) the Client and the Support Partner have entered into legally binding confidentiality and non-use obligations equivalent to those set out in Section 20.

10.4 Where any issue or Incident is raised by a Support Partner with the Supplier under Section 10.2, the Supplier shall provide support services (as described in the Proposal) to the Support Partner (including, where appropriate, by providing any Fixes) on the behalf of the Client.

## 11. RELATIONSHIP WITH THIRD PARTY LICENSORS

11.1 Any Intellectual Property Rights in the Supported Software which are proprietary to a Third Party Licensor shall at all times remain vested in such Third Party Licensor.

11.2 It is the Client's sole responsibility to ensure that it complies with any terms and conditions imposed upon it by any Third Party Licensor in relation to the Supported Software or the support thereof (**"License Terms"**).

11.3 Except as expressly set out in the Agreement or agreed by the parties in writing, the Supplier shall not be obliged itself or on behalf of the Client to download, store or receive from the Client any software, documentation or other work or material which is proprietary to a third party (including: patches, object and source code; documentation and training materials; user interfaces and screen captures of those interfaces; system logs, application logs, traces, or diagnostic reports; design documents; data including metadata, demo data, training data; and/or formatted output and reports). The Supplier shall be relieved of its obligations to perform the Services to the extent that the performance is reliant upon the Supplier downloading, storing or receiving any such materials.

## 12. CLIENT DATA

12.1 The Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of any of the Client's proprietary information or images in the Systems or otherwise provided by the Client to the Supplier in connection with the Services (the **"Client Data"**).

12.2 The Supplier shall not be responsible for the back-up of any Client Data, and the Client hereby acknowledges that it is responsible for maintaining its own database and back-up of any Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy against the Supplier shall be for the Supplier to use commercially reasonable efforts to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by the Supplier in accordance with its standard disaster recovery procedure (for clarity, to the extent such loss or damage was caused wholly and directly by the Supplier). The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by the Client or any third party.

12.3 The Client shall defend, indemnify and hold harmless the Supplier against any Losses arising out of or in connection with: (a) the Client's use of the Services in breach of this Agreement; (b) any claim that the Supplier's (or any of its subcontractor's) use of the Client Data in accordance with the Agreement infringes any applicable Laws. Nothing herein shall constitute a waiver by Client of any governmental immunities including California Government Code section 810 et seq..

## 13. INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in the Client Data are and will remain, as between the parties, the property of the Client. The Client hereby grants to the Supplier a non-exclusive, sub-licensable, royalty-free

license to use the Client Data as necessary to carry out the Supplier's obligations under the Agreement.

13.2 All Intellectual Property Rights in the Services and in any portal or dashboard provided by the Supplier in connection with the Services will belong to the Supplier. The Supplier hereby grants to the Client a non-exclusive, limited, royalty-free license to use such portal and dashboard as necessary during the Term to enjoy the benefit of the Services.

13.3 All Intellectual Property Rights in any Customizations developed by the Supplier and in any Fixes are and will remain, as between the parties, the property of the Client. The Client hereby grants to the Supplier a non-exclusive, perpetual, irrevocable, sub-licensable, worldwide, royalty-free license to use such Customizations and Fixes (including after termination or expiration of the Agreement) as necessary for the Client to enjoy the benefit of the Supported Software and/or Services (as applicable).

13.4 Neither party will have any right or license in respect of the other's Intellectual Property Rights other than as expressly set out in the Agreement. On termination or expiration of the Agreement (or on cancellation or discontinuance of any Services to which those Intellectual Property Rights relate) all rights and licenses granted in respect of such Intellectual Property Rights shall automatically terminate.

## 14. IPR INFRINGEMENT

14.1 In performing the Services, the Supplier shall not be obliged to take any action which may infringe the Intellectual Property Rights of any Third Party Licensor or any other third party. Subject to Section 14.3, if any Services, Fixes or Patches provided by the Supplier are held or alleged to infringe, or the Supplier believes that they may infringe, a Third Party Licensor's or any other third party's Intellectual Property Rights (an **"Infringing Item"**), the Supplier may, as the Client's sole remedy and at the Supplier's option and expense, either: (a) modify the Infringing Item so that it becomes non-infringing while otherwise substantially complying with the requirements of the Agreement; or (b) replace the relevant Infringing Item with other non-infringing items having a capability materially equivalent to the Infringing Item.

14.2 The Client shall notify the Supplier promptly upon becoming aware of any existing or alleged existence of an Infringing Item.

14.3 In no event shall the Supplier be liable to the Client under Section 14.1 to the extent that any Infringing Item arises as a result of:

14.3.1 a breach of the License Terms or misuse of the Supported Software by the Client;

14.3.2 a modification of the Services, a Fix or a Patch by anyone other than the Supplier;

14.3.3 use of the Services in a manner not specifically permitted by the Agreement or contrary to the instructions given to the Client by the Supplier from time to time; or

14.3.4 use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority or third party.

14.4 Supplier will defend, indemnify, and hold harmless Client from third-party claims that the software and/or documentation created and provided to the Client by the Supplier infringes an intellectual property.

## 15. CHANGE CONTROL

15.1 Subject to Section 15.2, if either party requests a change to the Services or the Agreement, the Supplier shall, within a reasonable time, provide a written (including by e-mail) estimate to the Client of:

15.1.1 the likely time required to implement the change;

15.1.2 any variations to the Charges arising from the change; and

15.1.3 any other impact of the change on the terms of the Agreement.

15.2 The Supplier may amend the Services as necessary to comply with any applicable Laws, or if the amendment will not materially affect the nature or quality of the Services.

15.3 If the Supplier requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it.

15.4 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless the parties have agreed in writing any necessary variations to the Charges and any other relevant terms of the Agreement to take account of the change.

## 16. CHARGES AND PAYMENT

16.1 In consideration of the provision of the Services, the Client shall pay to the Supplier the charges for the Services, as set out in the Quotation, and any other charges agreed between the parties in respect of services to be provided by the Supplier (together, the **"Charges"**) in accordance with this Section 16.

16.2 The Client may increase the software in support by up to 10% during the term of a Proposal without incurring additional charges. Where the Client requests a decrease in the supported software by more than 10% from that set out in the relevant Proposal, the Supplier shall adjust the Charges accordingly for any Subsequent Term.

16.3 The Supplier shall be entitled to invoice the Charges annually in advance on or around the Agreement Date and on each anniversary thereof.

16.4 The Client shall pay each invoice submitted to it by the Supplier in full, in the currency in which the invoice is issued and in cleared funds, within thirty (30) days of the date of the invoice. Time for payment of the Charges by the Client shall be of the essence of the Agreement. Payments shall be made by electronic BACS transfer or such other method as is specified by the Supplier from time to time.

16.5 All amounts payable under the Agreement shall be exclusive of any relevant state or local sales taxes, which shall be paid at the rate and in the manner for the time being prescribed by law and which shall be added by the Supplier to its invoices at the appropriate rate.

16.6 If the Client disputes any Charges, it shall nevertheless pay the relevant invoices in full and the parties shall attempt to resolve the dispute in accordance with Section 27. The Client may not deduct or withhold payment of any sum by reason of any set-off of any claim or dispute with the Supplier whether relating to the quality or performance of the Services or otherwise.

16.7 Without limitation to any other right or remedy available to the Supplier, if the Client has failed to pay any invoice issued under the Agreement in accordance with this Section 16 by the due date for payment, the Supplier may, without liability to the Client, suspend the provision of the Services.

## 17. WARRANTIES

17.1 Each party warrants to the other party that:

17.1.1 it has full capacity, power and authority to enter into and perform its obligations under the Agreement and has no conflicting obligations to any third party (whether contractual or otherwise); and

17.1.2 the Agreement is executed by a duly authorized representative of the that party.

17.2 The Supplier warrants to the Client that:

17.2.1 the Services will be performed with reasonable skill and care; and

17.2.2 in providing the Services, it will not knowingly cause the Client to breach the License Terms.

17.3 The Client warrants and represents to the Supplier that:

17.3.1 in performing the Client's obligations under the Agreement, it will exercise reasonable skill and care;

17.3.2 to the best of its knowledge, having made reasonable exhaustive enquiries and investigation, it has in place and shall maintain in place during the Term all licenses of the Supported Software from all relevant Third Party Licensors, and any other licenses, consents, other permissions, necessary to enable the Client to receive the benefit of the Services in accordance with the Agreement and has full authority to license or sub-license the Supported Software to the Supplier to the extent necessary for the purposes of providing the Services;

17.3.3 by entering into, and performing its obligations under, the Agreement, including by permitting the Supplier to access and/or use the Supported Software for the purposes of providing the Services, the Client will not be in breach of any License Terms or other applicable agreement; and

17.3.4 the performance of the Services by the Supplier in accordance with the Agreement will not infringe the Intellectual Property Rights of any Third Party Licensor or any other person.

17.4 The Supplier shall not be liable for any failure to comply, or delay in complying, with its obligations under Section 17.2 or the Agreement to the extent such failure or delay is caused by the Client's or a Support Partner's breach of the Agreement (including a failure to comply, or delay in complying, with any Client responsibilities set out

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in the Proposal) or use of the Services contrary to the Supplier's instructions and/or the terms of the Agreement. If the Services do not comply with Section 17.2, the Supplier will, at its expense, use commercially reasonable efforts to correct any such non-compliance promptly.

17.5 The Supplier:
17.5.1 does not warrant or represent that the Client's use of the Services will be uninterrupted or error-free;
17.5.2 is not responsible for the Client's use of the Services; and
17.5.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

17.6 Except for those set out in the Agreement, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

## 18. LIMITATION OF LIABILITY

18.1 Nothing in the Agreement shall limit or exclude the liability of either party for:
18.1.1 death or personal injury resulting from negligence;
18.1.2 fraud or fraudulent misrepresentation; or
18.1.3 any other liability which cannot be limited or excluded by law.

18.2 Subject to Section 18.1, the Supplier shall not in any circumstances have any liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
18.2.1 loss of profits;
18.2.2 loss of anticipated savings;
18.2.3 loss of business opportunity;
18.2.4 loss of or damage to goodwill or reputation;
18.2.5 loss of or damage to (including corruption of) data; or
18.2.6 indirect, consequential or special loss or damages.

18.3 Subject to Sections 18.1 and 18.2, except as set out in Section 18.1 and excluding Supplier's indemnification obligations, the Supplier's total liability to the Client shall be limited to and will in no circumstances whatsoever exceed a sum of 100% of the total Charges paid by the Client to the Supplier under the Agreement in the Contract Year in which the liability arose. For the purposes of this Section, a **"Contract Year"** means the consecutive period of twelve (12) months commencing on the Support Commencement Date and each anniversary thereof.

18.4 The Client acknowledges that the limitations and exclusions set out in this Section 18 reflect the level of the Charges and the allocation of risk between the parties.

## 19. INDEMNIFICATION AND INSURANCE REQUIREMENTS

19.1 To the furthest extent allowed by law, Supplier shall defend, indemnify and hold harmless CLIENT from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by CLIENT and any reasonable attorney's fees and costs) which arise from Supplier's negligence or willful misconduct; a breach of Supplier's confidentiality (information not of public record) obligations arising from Supplier's negligence or willful misconduct; or Supplier's violation of a law applicable to Supplier's performance under the contract. CLIENT must notify Supplier promptly in writing of the claim and give Supplier control over its defense or settlement with CLIENT approval, reasonable approval will not be withheld. CLIENT agrees to provide Supplier with reasonable assistance, cooperation, and information in defending the claim at Supplier's expense. Supplier will defend, indemnify, and hold harmless CLIENT from third-party claims that the software and/or documentation infringes an intellectual property.

This section shall survive termination or expiration of this Agreement.

19.2 Insurance Requirements:

(a) Throughout the life of this Agreement, SUPPLIER shall pay for and maintain in full force and effect all insurance as required herein 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 CLIENT'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 CLIENT, 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.

(b) If at any time during the life of the Agreement or any extension, SUPPLIER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUPPLIER shall be withheld until notice is received by CLIENT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CLIENT. Any failure to maintain the required insurance shall be sufficient cause for CLIENT to terminate this Agreement. No action taken by CLIENT pursuant to this section shall in any way relieve SUPPLIER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CLIENT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SUPPLIER shall not be deemed to release or diminish the liability of SUPPLIER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CLIENT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUPPLIER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUPPLIER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

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. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to SUPPLIER'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by SUPPLIER in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to 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

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SUPPLIER shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CLIENT, 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 applying separately to the work performed under the Agreement.

2.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:
(i) $1,000,000 each accident for bodily injury;
(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

4. 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 SUPPLIER 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 CLIENT, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS
SUPPLIER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUPPLIER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS
(i) 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 has been given to CLIENT, except ten (10) days for nonpayment of premium. SUPPLIER is also responsible for providing written notice to the CLIENT 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, SUPPLIER shall furnish CLIENT 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 CLIENT, SUPPLIER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than seven (7) calendar days following to the expiration date of the expiring policy.
(ii) The Commercial General Liability insurance policies shall be written on an occurrence form.
(iii) The Commercial General Liability insurance policies shall be endorsed to name Client, its officers, officials, agents, employees and volunteers as an additional insured for all ongoing and completed operations. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or CG 20 26 04 13.
(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the SUPPLIERS' insurance shall be primary to and require no contribution from the Client. Coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to Client, its officers, officials, employees, agents and volunteers.
(v) If SUPPLIER maintains higher limits of liability than the minimums shown above, Client requires and shall be entitled to coverage for the higher limits of liability maintained by SUPPLIER.
(vi) 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 polices will be twice the above stated limits.

(vii) All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to CLIENT, its officers, officials, agents, employees and volunteers.

CLAIMS-MADE POLICIES
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 SUPPLIER.
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 cancelled 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 SUPPLIER, SUPPLIER 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 CLIENT for review.
5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS
SUPPLIER shall furnish CLIENT with all certificate(s) and applicable endorsements effecting coverage required herein All certificates and applicable endorsements are to be received and approved by the CLIENT'S Risk Manager or his/her designee prior to CLIENT'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 CLIENT, SUPPLIER shall immediately furnish CLIENT 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. All subcontractors working under the direction of SUPPLIER shall also be required to provide all documents noted herein.

20. CONFIDENTIAL INFORMATION

20.1 Subject to Sections 20.2 to 20.4, a receiving party agrees during the Term and thereafter:
    20.1.1 to keep the Confidential Information of the other party in strict confidence and to take all reasonable precautions to prevent the unauthorized disclosure of it to any third party;
    20.1.2 not to disclose any of the other party's Confidential Information in whole or in part to any third party except with the prior written consent of the disclosing party or as otherwise expressly permitted by any other Section of the Agreement; and
    20.1.3 not to use any of the Confidential Information for any purpose other than as necessary to fulfil its obligations under the Agreement without the prior written consent of the disclosing party.
20.2 The receiving party may disclose the Confidential Information to such of its Personnel or legal or professional advisors who reasonably require access to it for the purpose of fulfilling the receiving party's obligations under the Agreement provided that before any of the Confidential Information is disclosed to them, they are made aware of its confidential nature and that they are under a legally-binding obligation to the receiving party to treat that Confidential Information in the strictest confidence which is equivalent to the terms of the Agreement. The receiving party will be liable to the disclosing party for any disclosure or misuse of the Confidential Information by the receiving party's Personnel or advisors.
20.3 The obligations of confidence and non-use set out in Section 20.1 will not apply to any Confidential Information which was at the time of disclosure or other becomes:
    20.3.1 published, known publicly or otherwise in the public domain or known to and at the free disposal of the receiving party in circumstances in which the receiving party has no reason to believe that there has been a breach of an obligation of confidence owed to the disclosing party; or

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20.3.2 is independently developed by or on behalf of the receiving party without use of or reliance on the Confidential Information received from the disclosing party.

20.4 Neither party will be in breach of its obligations under Section 20.1 to the extent that it is required to disclose any Confidential Information of the other under any Law or by or to a court or other public, regulatory or financial authority that has jurisdiction over it, provided that unless prohibited by any Law from doing so the receiving party gives the disclosing party written notice prior to disclosing any of the Confidential Information and that the disclosure is made only to the extent required and for the purpose of complying with the requirement and that the receiving party takes all reasonable measures to ensure, as far as it is possible to do so, the continued confidentiality of any Confidential Information so disclosed.

## 21. DATA PROTECTION

21.1 For the purposes of this Section, **"Privacy and Data Protection Laws"** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) any U.S. federal or state laws, such as the Gramm-Leach-Bliley Act, the Health Insurance Portability & Accountability Act and the California Consumer Privacy Act (CCPA); (ii) EU Regulation 2016/679 (**"EU GDPR"**); (iii) GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**); (iv) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the EU GDPR; (v) in the UK, the Data Protection Act 2018 (**"DPA"**); (vi) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); and (vii) in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms "data subject", "personal data", "processing", "processor" and "controller" shall have the meanings set out in the DPA;

21.2 Each party shall comply with the provisions and obligations imposed on it by the Privacy and Data Protection Laws when processing personal data in connection with this Agreement. Such processing shall be in respect of the following:

21.2.1 **Nature and purpose of processing**: incidental access to personal data in the performance of the Services;

21.2.2 **Categories of personal data and data subjects**: such personal data as is held in any IT environment to which the Supplier to which the Supplier is granted access in order to perform the Services, and the individuals to which such personal data relates;

21.2.3 **Duration**: only so long as necessary for the purposes of providing the Services.

21.3 To the extent that a party processes any personal data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the UK GDPR and/or EU GDPR (as applicable), including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement; and (b) not disclose any personal data to any data subject or to a third party other than at the written request of the other party or as expressly provided for in this Agreement.

21.4 If either party receives any complaint, notice or communication which relates to the processing of personal data by the other party or to either party's compliance with the Privacy and Data Protection Laws, or if any Personal Data processed in connection with this Agreement is subject to a personal data breach (as defined in the UK GDPR), the relevant party shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

## 22. EXPORT

22.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Agreement (or any products, including software, incorporating any such data) in breach of any applicable export control Laws ("**Export Control Laws**").

22.2 Each party undertakes:

22.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an

undertaking to it in similar terms to the one set out above; and

22.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

## 23. TERMINATION

23.1 Either party may at any time terminate the Agreement and/or cancel or discontinue any Services (in whole or in part) with immediate effect by giving written notice to the other party if:

23.1.1 the other party fails to pay any amount due under the Agreement on the due date for payment and such amount remains unpaid for not less than fourteen (14) days after the due date for such payment;

23.1.2 the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing (including by e-mail) to do so;

23.1.3 the other party or any of its holding companies becomes insolvent or has a receiver, administrative receiver, administrator or similar officer appointed or applies for or has called a meeting of creditors or resolves to go into liquidation (except for a bona fide amalgamation or reconstruction while solvent where the resulting entity agrees to be bound by and assumes that party's obligations under the Agreement) or has a petition lodged against it in relation to any potential insolvency which is not successfully opposed within thirty (30) days of being lodged or an application is made to appoint a provisional liquidator of the other party or an administration order or notice of intention to appoint an administrator is given in relation to the other party or a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with or assignment for the benefit of any of the other party's creditors or any event analogous to any of the foregoing occurs in any jurisdiction; or

23.1.4 the other party ceases or threatens to cease to carry on its business.

23.2 The Supplier may, without prejudice to its other rights or remedies, terminate the Agreement immediately by notice to the Client if the Client:

23.2.1 undergoes a change of Control;

23.2.2 sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or

23.2.3 disputes the ownership or validity of the Supplier's Intellectual Property Rights.

23.3 Subject to clause 23.1, the Client may terminate the Agreement by giving the Supplier at least three months' written notice, provided that the client shall, within thirty days of termination of the Agreement under this Section 23.3, pay to the Supplier all unpaid Charges that would otherwise have been due to the Supplier in the Initial Term as applicable) but for such termination. This Agreement may also be terminated by the Client immediately upon written notice if sufficient funds are not appropriated or otherwise made available.

## 24. CONSEQUENCES OF TERMINATION

24.1 Termination or expiration of the Agreement shall not limit any of the parties' rights, remedies, liabilities and obligations which have accrued as at termination or expiration. Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

24.2 On termination or expiration of the Agreement for any reason:

24.2.1 the Client shall immediately cease use of the Services;

24.2.2 save to the extent a party is required to retain a copy under applicable Laws or pursuant to its bona fide internal record-keeping policies, each party shall delete or return (at the other party's option) the other party's Confidential Information;

24.2.3 the Client shall immediately pay any outstanding unpaid invoices and interest due to the Supplier; and

24.2.4 the Client shall not be entitled to any refund of Charges.

24.3 If requested by the Client, and save where the Supplier has terminated this Agreement for cause, the Supplier will (at the Supplier's then

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current rates) provide the Client with such reasonable assistance as is specified in the any exit plan that may be agreed in writing between the parties in relation to the migration of the Services to the Client or to any replacement supplier for such period as the parties may agree in writing.

24.4 Notwithstanding the expiration or termination of the Agreement for any reason, it shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after expiration or termination, including Sections 1, 13.3 18, 20, 23.3, 24, 26, 27, 28, 29, 30, 0, 33.

## 25. NON-SOLICITATION

25.1 Neither party shall, without the prior written consent of the other party, at any time from the date of the Agreement to the expiration of six (6) months after the end of the Term, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, employed by the other party during the Term. This Section 25.1 will not apply to and shall not prevent any party from hiring any person by means of an advertising campaign which is not specifically targeted at any of the staff of the other party.

## 26. NOTICES

26.1 Any notice to be given under the Agreement must be in writing (including e-mail) and may be delivered to the other party by any of the methods set out in the left hand column below to (in the case of the Supplier) Support Revolution Inc., 111 Congress, Suite 500, Austin, Texas (addressed FAO Chief Commercial Officer and a copy sent to info@supportrevolution.com) and (in the case of the Client) to the Client's registered office address (or such other address or email address as is notified by either party from time to time in accordance with this Section), and will be deemed to be received on the corresponding day set out in the right hand column:

| Method of service | Deemed day of receipt |
|---|---|
| By hand or courier | the day of delivery |
| By pre-paid first class post or recorded delivery | the second working day after posting in the country of receipt |
| By email | one hour after completion of transmission by the sender (save where the email receives an automated response that it is undelivered or undeliverable in which event this deeming provision shall not apply) |

## 27. DISPUTE RESOLUTION

27.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of the Agreement ("**Disputes**").

27.2 In relation to any Dispute a party may follow the dispute resolution procedure set out in this Section:

27.2.1 either party may give to the other written (including e-mail) notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**)", together with relevant supporting documentation. On service of the Dispute Notice the Account Manager and the Client Representative shall attempt in good faith to resolve the Dispute; and

27.2.2 if the Account Manager and the Client Representative are for any reason unable to resolve the Dispute within fourteen (14) days of service of the Dispute Notice, the Dispute may be referred to a director of the Supplier and a director of the Client, who shall attempt in good faith to resolve it.

## 28. ASSIGNMENT AND SUBCONTRACTING

28.1 The Client shall not assign, novate, transfer, charge, sublicense, subcontract or otherwise deal in or dispose of any of its rights and obligations under the Agreement, in whole or in part, without the Supplier's prior written consent.

## 29. THIRD PARTY RIGHTS

29.1 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to the Agreement.

## 30. FORCE MAJEURE

30.1 The Supplier shall not in any circumstances be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from any event beyond its reasonable control (each a **"Force Majeure Event"**) and, and in such circumstances the Supplier shall be entitled to a reasonable extension of the time for performing such obligations.

30.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than twelve (12) weeks, then either party may, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the other party.

## 31. ANTI-CORRUPTION AND ANTI-BRIBERY

31.1 The Supplier shall:

31.1.1 comply, and shall ensure that its Personnel comply, with all applicable Laws relating to anti-bribery and corruption, including the U.S. Foreign Corrupt Practices Act(**"Relevant Requirements"**);

31.1.2 have and maintain in place throughout the term of the Agreement its own policies and procedures to ensure compliance with the Relevant Requirements;

31.1.3 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement; and

31.1.4 notify the Client in writing (including by e-mail) if a foreign public official (as defined in the U.S. Foreign Corrupt Practices Act) becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier.

## 32. GENERAL

32.1 The rights and remedies provided by the Agreement are cumulative and are additional to any right, power or remedy provided under general law or otherwise.

32.2 If any provision of the Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

32.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

32.4 Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to the Agreement and the transactions contemplated by it.

32.5 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

32.6 Any waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

32.7 No failure to exercise or delay in exercising any right or remedy provided under the Agreement or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

32.8 No single or partial exercise of any right or remedy under the Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

32.9 Nothing in the Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorizing either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise bind the other party in any way.

32.10 Except as expressly provided, no terms and conditions, standard or otherwise, contained on any invoice, purchase order, order form, license or other document of the Client shall apply to the subject matter of the Agreement unless incorporated as a variation agreed in writing between the parties and signed by the relevant representatives of each party.

32.11 The Agreement and the documents referred to in it constitute the whole Agreement and understanding of the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement. The Client acknowledges that:

32.11.1 in entering into the Agreement, it did not rely (and has not relied) on any representation (whether negligent or innocent), statement or warranty (in each case whether written or oral) of any kind made or agreed to by any person (whether a party to the Agreement or not) other that those expressly set out in the Agreement; and

32.11.2 the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under the Agreement.

32.12 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all the counterparts shall together constitute the same agreement.

32.13 Each party shall bear its own costs and expenses (including legal fees) associated with the preparation of the Agreement.

**33. GOVERNING LAW AND JURISDICTION**

33.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, performance or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws provisions thereof. The parties irrevocably agree that the state and federal courts in Fresno, California shall have exclusive jurisdiction to settle any such dispute or claim.

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This Agreement has been signed by a duly authorized representative of each party on the date appearing below.

| Signed for and on behalf of the City of Fresno | Signed for and on behalf of Support Revolution Limited |
|---|---|
| Signature:<br><br>Name:<br><br>Title:<br><br>Date: | Signature: *[DocuSigned signature]* B179FEED27E440D...<br>Name: Mark Smith<br>Title: Chief Executive Officer<br>Date: August 29th 2025 |

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:___ *Christine Charitar* 9/3/2025 ___
        66086C14193B4F5...
        Christine C. Charitar                Date
        Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By:_____

        Deputy

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**Amendment to**
**Third Party Support Services Agreement**

This amendment ("**Amendment One**") amends the Third-Party Support Services Agreement dated August 29th 2025 the "**Agreement**") by and between Support Revolution, Inc., a Delaware corporation, whose office is at 111 Congress, Suite 500, Austin Texas (the "**Supplier**") and the City of Fresno, a California municipal corporation, whose office is at 2600 Fresno Street Fresno, CA (the "Client").

WHEREAS, pursuant to the terms of the Agreement, Client has engaged Supplier to provide Services connected to Oracle Corporation's ("**Oracle**") PeopleSoft suite of products ("**PeopleSoft**");

WHEREAS, prior to the execution of the Agreement, Rimini Street, Inc. ("**Rimini Street**") was providing Client with third party support services for PeopleSoft.

WHEREAS, at the time of the execution of this Agreement, Rimini Street is: (1) subject to a permanent injunction in *Rimini I* that, in part, enjoins Rimini Street from certain actions in connection with the provision of third party support services for PeopleSoft (Document 1166, filed August 15, 2018 in *Rimini I*); and (2) may be subject to all or some of an injunction in *Rimini II (*Document 1537, filed July 24, 2023 in *Rimini II)*;

WHEREAS, at the time of the execution of this Agreement, the District Court in the *Rimini I* and *Rimini II* matters have made numerous findings that Rimini Street's policies and practices infringe Oracle's copyrights in PeopleSoft.

WHEREAS Rimini Street is subject to at least two permanent injunctions that, in part, enjoin Rimini Street from certain actions in connection with the provision of third-party support services for PeopleSoft, including Document 1166, filed August 15, 2018 in *Rimini I,* and Document 1537, filed July 24, 2023 in *Rimini II*;

WHEREAS, at the time of the execution of this Agreement, Client represents and warrants that it has not received and has no knowledge of any claim by any party, including but not limited to Oracle, containing an express or implied allegation that Client is or may be infringing the intellectual property rights of a third party, including but not limited to Oracle, in connection with Rimini Street's provision to Client of third party support services for PeopleSoft;

WHEREAS, in light of the proceedings in *Rimini I* and *Rimini II*, Client and Supplier wish to amend and augment the Agreement in order to: (1) expand the scope of work; and (2) clarify and/or put in place additional procedures, warranties and limitations, as set forth below;

WHEREAS, it is the intent of both parties to proceed under the Agreement in a manner that accommodates the legal guidance provided in the *Rimini I* and *Rimini II* matters, while also acknowledging the fact that neither Supplier nor Client are parties to either matter and, further, that many of the legal issues in *Rimini II* remain unresolved.

NOW THEREFORE, in consideration of the representations and agreements contained in this Amendment One and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Supplier agree to amend and augment the Agreement as follows:

## 1. REMEDIATION OF PEOPLESOFT ENVIRONMENT

Client and Supplier agree that it is necessary to put in place a process by which potentially infringing Rimini Street source and object code and related work product created, written, copied, inserted or otherwise provided by Rimini Street ("Rimini Street Work Product") is removed from the Client's PeopleSoft environment as needed ("Remediation"). Towards that end, prior to the execution of the Agreement Client has run certain queries at Support Revolution's request in order to determine the extent of Remediation required ("Pre-Agreement Due Diligence"). Contingent on the accuracy of the Pre-Agreement Due Diligence, and based on Supplier's understanding of the current state of Rimini I and Rimini II and the warranty disclaimers in this Agreement, Supplier agrees to undertake certain commercially reasonable Remediation efforts without additional charge to the client ("Remediation Plan").

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2. **CLIENT WARRANTY REGARDING NON-PROVISION OF ORACLE COPYRIGHTED MATERIALS AND RIMINI STREET WORK PRODUCT**

Client acknowledges that, as outlined in *Rimini I* and *Rimini II*, Support Revolution must take the best reasonable steps to ensure that no Oracle copyrighted material is on its servers and that it does not inadvertently make copies of Oracle copyrighted materials. Accordingly, Client represents and warrants that it has refrained and will continue to refrain from emailing, uploading or otherwise providing to Supplier Oracle copyrighted materials or Rimini Work Product. In addition to the indemnification obligations in the Agreement and otherwise in this Amendment, Client agrees to indemnify Supplier against any claims made by Oracle against Supplier in connection with or related to Client's failure to adhere to the terms of this provision. In the event that Client provides anything to Supplier in contravention of this provision, Supplier will have the right to terminate the Agreement at its sole discretion. In the event of such termination, any fees paid by Client to Supplier shall be non-refundable.

3. **NO SUPPLIER WARRANTY REGARDING LIABILITY TO ORACLE**

Client and Supplier acknowledge and agree that the warranties contained in Section 17 of the Agreement apply to this Amendment and otherwise remain in full force and effect. For the sake of clarity, Client further acknowledges and agrees that Supplier expressly does not represent or warrant that execution of the Remediation Plan will result in Client being free from retroactive or prospective liability to Oracle related to or in connection with Rimini Street's provision to Client of third-party support services for PeopleSoft. If Supplier reasonably believes the state of the law as set forth in *Rimini I* and *Rimini II* has changed in a manner that materially impacts the risk assumed by Client in this Agreement, if any, Supplier will inform Client and propose a method to address this perceived increase in risk, including, if necessary, revisions to the Remediation Plan. Client further acknowledges and agrees that Client bears sole responsibility to Oracle for any liability related to or in connection with Rimini Street's provision to Client of third-party support services for PeopleSoft.

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4. **LIMITATION OF LIABILITY AND INDEMNITY**

In addition to the limitations of liability contained in Section 18 of the Agreement, Client acknowledges and agrees that Supplier shall have no liability to Client related to or in connection with Rimini Street's provision to Client of third-party support services for PeopleSoft. Further, Client agrees to indemnify Supplier against any claims made by Oracle against Supplier that are related to or in connection with Rimini Street's provision to Client of third-party support services for PeopleSoft.

5. **ORDER OF PRECEDENCE**

Client and Supplier agree that the terms of this Amendment will prevail in the event of any inconsistencies with any terms of the Agreement.

Other than the changes above, the terms and conditions of the Agreement unchanged and in full force and effect.*       *          *

This Amendment has been signed by a duly authorized representative of each party on the date appearing below.

| Signed for and on behalf of City of Fresno | Signed for and on behalf of Support Revolution Limited |
|---|---|
| Signature: _____ | Signature: _[signature]_ <br> B179FEED27E440D... |
| Name: _____ | Name: Mark Smith |
| Title: _____ | Title: Chief Executive Officer |
| Date: _____ | Date: August 29th, 2025, |