

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

June 13, 2024

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **AWARD OF CONTRACT FOR THE DEVELOPMENT OF AN INCIDENT REPORTING APPLICATION FOR THE LIBRARY**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners ("Board"):

1. Award a contract, substantially in the form on file, to Resolver, Inc. for the Development of an Incident Reporting Application for the Library and find the proposal submitted to be responsive to the Request for Proposals (RFP) for the Development of an Incident Reporting Application for the Library.
2. Authorize the Assignment and Assumption Agreement between Resolver, Inc. and its parent company, Kroll, Inc. The terms and conditions of the contract will remain the same.
3. Authorize the City Librarian and City Attorney to make technical and clerical changes, if needed, to the contract and assignment.
4. Authorize the Board President and the Board Secretary to execute the contract upon completion of all required approvals.
5. Authorize the Board President and the Board Secretary to execute the assignment upon completion of all required approvals.
6. Adopt the attached Resolution regarding the award and execution of the contract between the Library and Resolver, Inc. for the Development of an Incident Reporting Application for the Library and the assignment of said contract to Kroll, Inc.

B. FINDINGS:

1. On February 27, 2023, the Board approved the release of an RFP to find a qualified and experienced entity to oversee the design and development of an Incident Reporting Application for the Library (Library Resolution No. 2023-11).
2. The RFP was released on March 8, 2023, with a proposal due date of May 3, 2023.

3. Addendum No. 1 to the RFP was released on April 21, 2023. It revised the proposal due date to May 17, 2023.
4. On May 17, 2023, the Library received six proposals. Library staff reviewed the proposals and found the proposal (attached) from Resolver, Inc. (Contractor) to be responsive to the RFP submittal requirements, and an evaluation panel of Library employees evaluated the proposal and determined that the organization best met the needs of the Library.
5. Staff recommends that the Board award a contract to Resolver, Inc. The term of the proposed contract will be for three years in an amount not to exceed \$130,000 for the term of the contract.
6. Resolver, Inc. has requested that the contract be assigned to its parent company, Kroll, Inc. Resolver and Kroll have confirmed that the personnel who will do the work once the contract is assigned to Kroll are the same as those originally contemplated in Resolver's proposal.
7. On February 27, 2023, the Board found that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practical or advantageous, and that it is more feasible to have this work performed by an independent contractor than by City employees.
8. Funds are available in Contractual Services Account 3040 to compensate Resolver, Inc. for services in accordance with the proposed contract.
9. The contract has been reviewed by the City Attorney and is ready to be transmitted for processing.
10. The Contractor has submitted all required compliance and insurance documents.

Attachment

Project Manager: Mary McCoy, Library Experience Office

Prepared by: Erica Thomsen, Management Aide

Reviewed by: Madeleine M. Rackley, Business Office Manager
Susan Broman, Assistant City Librarian

RESOLUTION

June 13, 2024

LIBRARY RESOLUTION NO. 2024- (C-)

WHEREAS, on February 27, 2023, the Board of Library Commissioners (Board) approved the release of a Request for Proposals (RFP) for the Development of an Incident Reporting Application for the Library (Library Resolution No. 2023-11);

WHEREAS, the RFP was released on March 8, 2023, with a proposal due date of May 3, 2023. An optional Pre-Proposal Conference was held on April 19, 2023;

WHEREAS, addendum No. 1 to the RFP was released on April 21, 2023. This addendum revised the proposal due date to May 17, 2023;

WHEREAS, on May 17, 2023, the Library received six proposals. Library staff reviewed the proposals and found all six to be responsive to the RFP submittal requirements.

WHEREAS, a panel of Library employees evaluated the six responsive proposals and determined that Resolver, Inc. best meets the needs of the Library;

WHEREAS, Resolver, Inc. requested that the contract be assigned to its parent company, Kroll, Inc.;

WHEREAS, funds are available to compensate the Contractor for services in accordance with the Contract.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the contract with the aforementioned organization and the assignment of said contract to Kroll, Inc., the parent company of Resolver, Inc.;

FURTHER RESOLVED, that the Board authorizes the City Librarian and the City Attorney to make technical and clerical changes, if needed, to the contract; and,

FURTHER RESOLVED, that the Board authorizes the Board President and Board Secretary to execute the contract upon the completion of all required approvals.

This is a true copy:

**AGREEMENT BETWEEN
THE LOS ANGELES PUBLIC LIBRARY
AND
RESOLVER, INC.
FOR THE DEVELOPMENT OF AN INCIDENT REPORTING APPLICATION**

This Agreement is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through its Board of Library Commissioners (hereinafter "Board" or "Library"), and *Resolver, Inc.* (hereinafter "Contractor"). Library and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Library requires the professional services of a qualified individual or organization to oversee the design and development of an incident reporting application to: document incidents that occur on Library property; allow for follow-up reminders and activities; distribute accurately for the appropriate action (e.g., building maintenance, security, management, etc.); develop and/or track suspension letters, stay-away orders, and restraining orders; and, provide Library staff with tools to monitor and analyze use to improve Library operations;

WHEREAS, on February 27, 2023, the Board approved the release of a Request for Proposals (RFP) to find a qualified entity to develop an incident reporting application;

WHEREAS, on March 8, 2023, the RFP was released and an Optional Pre-Proposal Conference was held on April 19, 2023. On May 17, 2023, the Library received six proposals;

WHEREAS, Library staff reviewed the proposals and found all to be responsive to the RFP submittal requirements. An evaluation panel of Library employees reviewed and evaluated the proposals and Contractor received the highest overall score and was found to best meet the needs of the Library;

WHEREAS, on February 27, 2023, the Board found, in accordance with Charter Sections 371(e)(2), 371(e)(10), and 1022, and Los Angeles Administrative Code Sections 10.15(a)(2) and 10.15(a)(10), that the services to be provided are professional, expert, and technical services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous, and that it is more feasible to have this work performed by an independent contractor than by City employees; and

WHEREAS, on August 24, 2023, the Board approved the award of an Agreement with Contractor for the development of an incident reporting system for the Library, with a term of three years, in an amount not to exceed \$130,000 for the term of the contract.

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

I.0 DOCUMENTS

This Agreement shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 The Agreement.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]), which are attached and incorporated by reference as Exhibit A.
- I.3 Resolver Inc. Terms of Service, which are attached and incorporated by reference as Exhibit B.

2.0 ORDER OF PRECEDENCE

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. Resolution of any conflicting provisions in the documents constituting this Agreement shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Agreement.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 Resolver Inc. Terms of Service (Exhibit B).

3.0 INDEMNIFICATION AND INSURANCE REQUIREMENTS

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

4.0 TERM OF AGREEMENT

The term of this Agreement shall be for three years, and shall begin upon the date of execution.

5.0 SCOPE OF WORK

Contractor will work with the Project Managers to deliver an incident reporting application that meets requirements of the Library, including but not limited to:

5.1 System and Security

- a. Automatic redaction: The ability to automatically redact or mask content according to rules defined by an authorized user.
- b. Virus scan: Services to scan files for viruses or malware upon upload into the system.
- c. Encryption: Services to ensure content is encrypted while in transit and that sensitive information is encrypted.
- d. IP whitelisting and blacklisting: The system has the ability to block or approve access based on IP address, a.k.a. whitelisting or blacklisting.
- e. Subpoena reporting: The vendor is able to provide information requested by subpoenas at any time.
- f. Breach reporting: In the event of a system breach, the vendor provides the Library with a report of the breach and a remedy response plan as

soon as possible.

- g. Security Assertion Markup Language (SAML) Support: The system supports SAML, a standard for exchanging security information between systems.
- h. Employee access audit: The system audits information access and can provide and generate log reports to the Library detailing who logged into the system.
- i. Unauthorized access audit: The system monitors and reports unauthorized access attempts.
- j. Access and activity audit: The system maintains a log of users' access and activities with the ability to define what activities are included and excluded from the log.
- k. Device management: The system monitors and enforces limits on the number and types of devices an individual user can use to access the system.
- l. Password enforcement policies: The platform provides for password enforcement based on strength, age, etc.
- m. Multifactor authentication: The platform supports multifactor authentication. For example, requiring a password and a code sent separately to a user device.
- n. Archiving support: The platform includes the ability to archive content once it reaches a defined age, and to retain archived data for a period of at least 10 years.
- o. Data storage: The system must provide secure, backed-up, and redundant data retention for a minimum of two years, in general, and for a minimum of five years for the following categories of information (if any such information is entered into the application):
 - i. Records exempt from public disclosure pursuant to provisions of the California Public Records Act;
 - ii. Records related to any complaint of misconduct by the City or by any City officer or employee;
 - iii. Records of a complaint to, or investigation conducted by, any City office or department for correctional, law enforcement, or licensing purposes;
 - iv. Records used or customarily used in civil or criminal litigation, including any appellate review thereof; and
 - v. Records prepared in connection with any claim filed against the City.
- p. Cloud migration tools: The vendor will provide import of data from the Library's current application to the vendor application, and will provide a simple transition and export of all data should the Library decide to exit the application.
- q. Privacy: The vendor will agree that data gathered from the Library will

not be used or shared outside the organization without the consent of the Library. The vendor will ensure that all Library data is kept confidential to the highest degree possible.

- r. Regulatory compliance: The application must comply with applicable laws and regulations.
- s. Cloud security: The application must adhere to cloud security best practices.

5.2 Entering and Submitting Reports

- a. Unlimited incident categories/types and locations.
- b. Tiered locations and sub-locations within 72 branch agencies, Central Library departments, and adjacent areas.
- c. Other fields to include: date/time, involved individuals, narrative, rules of conduct violations, resolution, other departments notified, positive outcomes, etc., with the ability to be formatted as checklists, drop-down menus, or open fields.
- d. Ability to identify unknown individuals with searchable descriptions.
- e. Ability to generate redacted reports (i.e. fields with identifying information of involved individuals removed) for California Public Records Act (CPRA) requests.
- f. Ability to attach supportive documentation used by the Library (e.g. videos, images, documents).
- g. Ability to link incidents and involved individuals across agencies.
- h. Ability to save drafts of reports in progress.
- i. Automatic generation of follow-up reports/actions, depending on the type of incident (e.g. suspension letters, report of facilities damage, etc.).
- j. Incident log feature for use within an agency; used to record observations, such as very minor incidents and facilities issues, without triggering notifications.
- k. Autofill/autocomplete features of commonly used information, such as agency addresses, staff names, etc.
- l. In-application help documentation.
- m. End-user forms designer: The system includes end-user tools for creating and editing forms and templates.

5.3 Moderating Reports

- a. Tiered permissions for those submitting/approving reports (e.g. submit only; agency-level moderation; area-level moderation; system administrator).
- b. Automatic email notifications to appropriate individuals and groups when:
 - c. Reports are submitted.
 - d. Revisions are requested.

- e. Suspension letters are generated.
- f. Reports require moderation.
- g. Ability to return reports for revisions with checklist and/or notes field explaining the revisions requested.
- h. Provide a draft/revision history for each report.

5.4 Analyzing Reports

Contractor shall oversee the design and development of an incident reporting application for the Library.

- 5.5 Contractor shall provide the Library with logins to Project Tracker and Sandbox.
- 5.6 Contractor shall provide personalization and library data import and requirements gathering.
- 5.7 Contractor shall provide a functional site configured to Library business processes defined during requirements gathering.
- 5.8 Contractor shall import data into Resolver environment.
- 5.9 Contractor shall provide Administrator training sessions and “Train-the-Trainer” sessions on application functionality.
- 5.10 Contractor shall provide access for (25) Full Users and (500) Limited Users.
- 5.11 Contractor shall provide administrator and technical support for the full term of the Agreement.

6.0 PAYMENT

Contractor shall not incur any costs (e.g., for labor, equipment, materials or other expense), and Library shall not be liable for costs or reimbursement of costs incurred by Contractor, without the prior written approval of the City Librarian or designee.

The Library shall pay Contractor an amount not exceed One Hundred Thirty Thousand Dollars (\$130,000) during the term of Agreement, for the complete and satisfactory performance of the scope of work. These funds shall be allocated during year one of Agreement as follows: \$37,000 Subscription fee, \$12,000 Implementation fee and \$4,945 Data Migration fee to be billed at a rate of 22 hours at \$225 per hour. Year two and year three shall be allocated as follows: \$37,000 Subscription fee, annually.

Additional services may be provided at an hourly rate of \$225, upon written approval of the Project Manager.

7.0 BILLING AND INVOICES

- 7.1** Contractor shall submit itemized invoices to Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 7.2** To ensure that services provided are measured against the services detailed in this Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
- a. Name and address of Contractor
 - b. Name and address of City Department being billed (Library Department)
 - c. Date of invoice and period covered
 - d. Agreement Number or Authority Number
 - e. Description of completed task and amount due for task
 - f. Remittance address
- 7.3** All invoices shall be submitted on Contractor's letterhead and contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted to the Library by Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform Contractor of any defect within 10 business days of receipt of the invoice from Contractor, and Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 60 days after receipt by the Library.
- 7.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The Library will not compensate Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 10.0 ("Contract Representatives") of this Agreement, or via hard copy to:

Los Angeles Public Library
Attention: Mary McCoy (M/S 300)
Library Experience Office
630 West 5th Street
Los Angeles, CA 90071

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

8.0 OWNERSHIP

All documents and records provided by Library to Contractor shall remain the property of Library and must be returned to Library upon termination of this Agreement or at the request of the Library. The provisions of this article shall survive the termination of this Agreement.

9.0 AMBIGUITY

Any ambiguity in this Agreement shall not be interpreted against any one Party by virtue of that Party being the drafter of the Agreement.

10.0 CONTRACT REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. Library and Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name: Michael Bruzzese
Title: Account Executive
Address: 111 Peter St., Suite 804
Toronto, ON M5V 2H1
Telephone: (647) 494-7967
Email: michael.bruzzese@resolver.com

LIBRARY'S REPRESENTATIVE

Name: Mary McCoy
Title: Senior Librarian
Address: 630 W. 5th Street
Los Angeles, CA 90071
Telephone: (213) 228-7298
Email: mmccoy@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five business days of such change.

11.0 INDEPENDENT CONTRACTOR

Contractor's relationship to Library in the performance of this Agreement is that of an independent contractor and not as an agent or employee of City. Therefore, neither Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. Contractor's personnel performing services under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees or subcontractors of Contractor and not of City. Further, Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

12.0 RETENTION OF RECORDS

Except as otherwise expressly directed by City, Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by City. These records must be retained for a period of no less than 48 months following final payment made by City hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the 48 months following the final payment made by City hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. Contractor shall provide any reports requested by City regarding performance of the Agreement.

13.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

14.0 CONFIDENTIALITY

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to Contractor by the City, and other documents to which the Contractor has access during the term of this Agreement are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Agreement, City's Confidential Information shall be considered and kept as the private and privileged records of City and will not be divulged to any person, firm,

corporation, or other entity except on the prior direct written authorization of City or as required by law.

15.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

Contractor shall refer all inquiries from the news media relating to this Agreement or Contractor's services hereunder to Library, and shall immediately contact Library to inform Library of the inquiry. Contractor shall comply with the procedures of City's Public Affairs staff regarding any communication with the news media relating to this Agreement or Contractor's services hereunder.

16.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

The Contractor will ensure that the requirements of Sections 14.0 ("Confidentiality") and 15.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Agreement.

17.0 CONTINUED REQUIREMENTS

The requirements of Sections 14.0 ("Confidentiality"), 15.0 ("Contractor's Interaction with the Media"), and 16.0 ("Requirements Apply to all Subcontractors") survive termination of the Agreement.

18.0 NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement shall be construed to mean that Contractor providing services to Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Agreement, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

19.0 BORDER WALL BID DISCLOSURE

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." Library may terminate this Contract at any time if Library determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

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

20.1 Section PSC-21 Ownership and License is deleted in its entirety.

20.2 Section PSC-22 Data Protection is deleted in its entirety and replaced with the following new PSC-22:

PSC-22. Data Protection

- A. CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer

credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

If **CITY** is subject to liability for any Data Breach or Security Incident which was caused by **CONTRACTOR'S** breach of its data security obligations under this Agreement, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

20.3 Section PSC-24 Best Terms is deleted in its entirety.

21.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

(SIGNATURE PAGE TO FOLLOW)

CONTRACT/AGREEMENT NO. _____

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

RESOLVER, INC.

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By: _____
LISA DAKIN-BARTELS
Director of Operations
Resolver, Inc.

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
JOSHUA M. TEMPLET
Deputy City Attorney

By: _____
RAQUEL BORDEN
Secretary to the Board

Date: _____

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE CONTRACT NUMBER C-___ OF CITY OF LOS ANGELES CONTRACTS
BETWEEN RESOLVER, INC.
AND
KROLL, INC.
WITH THE CONSENT OF THE CITY OF LOS ANGELES

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is made as of MONTH ___, 2024 (the “Effective Date”) by and between Resolver, Inc. (“Assignor”) and Kroll, Inc. (“Assignee”), with the consent of the City of Los Angeles, a municipal corporation, acting by and through its Board of Library Commissioners (hereinafter “Board” or “Library”), with reference to the following:

WHEREAS, Assignor and the Library entered into that certain Agreement **Number C-___** of City of Los Angeles Contracts with an effective date of **June __, 2024**, wherein Assignor agreed to develop an incident reporting application for the Library, said agreement having a of three years (the “Original Agreement”); and

WHEREAS, Assignor desires to transfer and assign all of Assignor’s rights, title and interest in the Agreement to Assignee and to have Assignee assume Assignor’s duties and obligations under the Agreement effective June __, 2024, and Assignee desires to accept and assume the same, all with the consent of the Library (the “Assignment”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the recitals set forth above are true and correct. The above recitals are incorporated herein, as if set forth in full.
2. Assignment by Assignor and Assumption by Assignee. Assignor hereby presently and irrevocably assigns to Assignee, as of the Effective Date, all of Assignor’s rights, title and interest under the Agreement, and Assignee hereby presently fully accepts such assignment and fully assumes such assigned rights, title and interest. Assignee further assumes any and all obligations of Assignor under the terms of the Agreement as of the Effective Date. Assignor shall remain liable for any and all costs, expenses and liabilities incurred or otherwise payable by Assignor in connection with the Agreement prior to the Effective Date, such costs, expenses and liabilities not being assumed by the Assignee.
3. Indemnification.

3.1 Assignor hereby agrees to indemnify, defend and hold harmless Assignee, and Assignee's directors, managers, officers, members, shareholders, partners, principals, employees, heirs, devisees, successors, assigns, agents and representatives (collectively, the "Assignee Indemnified Parties") from and against any claims, liabilities, costs and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignor's breach of this Assignment; or (ii) are asserted by any third parties against any Assignee Indemnified Parties with respect to the Agreement or this Assignment, which claims, liabilities, costs and expenses arise out of or relate to any act or omission before the Effective Date.

3.2 Assignee hereby agrees to indemnify, defend and hold Assignor, and Assignor's partners, employees, heirs, spouses, devisees, successors and assigns, agents and representatives (collectively, the "Assignor Indemnified Parties") harmless from and against any claims, liabilities, costs and expenses (including attorney's fees and costs) which (i) arise out of or relate to Assignee's breach of this Assignment; or (ii) are asserted by any third parties against any Assignor Indemnified Parties with respect to the Agreement or this Assignment, which claims, liabilities, costs and expenses arise out of or relate to any act or omission after the Effective Date.

4. General Provisions.

4.1 No Implied Waivers. No act, failure, or delay by Assignor or Assignee shall constitute a waiver of any of such party's rights and remedies. No single or partial waiver by Assignor or Assignee of any provision of this Assignment or of a breach or default hereunder or thereunder, or of any right or remedy which Assignor or Assignee may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Assignor or Assignee shall affect its rights to require strict performance of this Assignment.

4.2 Successors and Assigns. This Assignment shall bind the successors and assigns, and shall inure to the benefit of the successors and assigns, of Assignor and Assignee, respectively.

4.3 No Presumption Against Any Party. Neither this Assignment nor any uncertainty or ambiguity herein shall be construed or resolved against Assignor or Assignee, whether under any rule of construction or otherwise. On the contrary, this Assignment shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto. Neither party or the Library shall be regarded as the drafting party.

4.4 Severability of Provisions. If any provision of this Assignment is for any reason held to be invalid, illegal or unenforceable in any respect, such provision shall not affect the validity, legality or enforceability of any other provision of this Assignment.

4.5 Entire Agreement; Amendments and Waivers. This Assignment constitutes the entire agreement between Assignee and Assignor pertaining to the subject matter contained herein and supercedes any and all previous agreements between the parties hereto regarding the subject matter hereto. Any provision of this

Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the party asserted to be bound thereby, and then such amendment or waiver shall be effective only in the specific instance and specific purpose for which given.

4.6 Governing Law. This Assignment shall be deemed to have been made in the State of California and the validity, construction, interpretation, and enforcement hereof, and the rights of the parties hereto, shall be determined under, governed by, and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of law.

4.7 Attorney's Fees. If any action or any arbitration or other legal proceeding is brought by any party hereto for the enforcement of this Agreement for any reason, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action, in addition to any other relief to which such prevailing party may be entitled.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

“ Assignor”

“ Assignee”

RESOLVER, INC.

KROLL, INC.

By: _____
Print Name:
Title:
Date: _____

By: _____
Print Name:
Title:
Date: _____

ACKNOWLEDGED AND AGREED:

APPROVED AS TO FORM:

THE CITY OF LOS ANGELES

MICHAEL N. FEUER, City Attorney

By: _____
VALERIE LYNNE SHAW
President
Board of Library Commissioners

By: _____
JOSHUA M. TEMPLET
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

ATTEST:

RAQUEL BORDEN
Secretary to the Board

HOLLY WOLCOTT, City Clerk

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

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

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: 02/09/2023

Agreement/Reference: Development of Incident Reporting Application RFP

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ **Pollution Liability**

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

___ **Crime Insurance**

Other: Provided to: Marisol Lemus. 213-228-7460

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

Resolver Inc. Terms of Service

Version: 3.0 ([view archived versions](#))

Last updated: August 20, 2021

Please read these Resolver Inc. (“**Resolver**”) terms and conditions of use and service carefully. **THESE TERMS OF SERVICE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS PAGE (THE “SITE”). ALWAYS CHECK THE “LAST UPDATED” DATE ABOVE.**

These Terms of Service, which include Order Forms, schedules, exhibits, addenda and statements of work (“**SOWs**”) referred to or linked to or incorporated herein (the “**Terms**”), create an agreement between the company, organization, legal entity or legal person listed on the Order Form (“**Customer**”, “**You**” or “**Your**” and terms of similar meaning) and Resolver Inc. and its applicable affiliates (“**Resolver**”, “**We**”, “**Our**” or “**Us**” and terms of similar meaning) regarding Your access to and use of any Resolver software (“**Software**”) and receipt of consulting, training, professional and/or other services (collectively, “**Services**”). All users must agree to these Terms before using the Software and Services.

If You are an individual agreeing to these Terms, You agree that these Terms apply to You as an User; additionally, if You are agreeing to these Terms on behalf of a company, organization, other legal entity or legal person, You represent that You have the authority to bind that entity and its affiliates, and its and their respective employees, agents, delegates, representatives and any other individuals that have been authorized by You to access and use the Software and receive the Services (“**Users**”), to these Terms. If You do not agree with the Terms or if You do not have such authority, You must not accept an Order Form (as applicable) and Customer and Users will not be permitted to access, receive and use the Software and Services.

1. Orders, Fees and Payments

- a. You may from time to time submit orders for Software and Services in an order form (an “**Order Form**”) and those terms and conditions are incorporated into these Terms by reference. An Order Form and these Terms will be deemed to be accepted by You by: (i) You signing the Order Form; or (ii) You (or an User) registering for an account to access or use the Software; or (iii) You (or an User) otherwise access or use the Software (the “**Order Effective Date**”).
- b. You will pay Us all fees as set out in an Order Form (the “**Fees**”). Fees for Software are payable regardless of Your actual usage of the Software.
- c. You will be responsible for all applicable taxes or other charges imposed by any governmental authority, relating to: (i) Us providing; or (ii) Your access, receipt and use of the Software and Services. If We are obligated to collect or pay taxes for which You are responsible, You will pay Us the appropriate amount unless You provide Us with a valid tax exemption certificate. We reserve the right to gross up the Fees for the Software and Services in an invoice if a withholding prevents Us from receiving the actual amount specified in an invoice.
- d. Any out-of-pocket expenses pre-approved by You and incurred by Us in compliance with Our Travel Policy (which can be found at www.resolver.com/legal (“**Legal Page**”) and which are

incorporated herein by reference) while performing Services will be charged to and payable by You.

- e. As You will have access to and use of the Software as of the Order Effective Date, all invoices are due upon Your receipt of the invoice and payable within 30 days of Your receipt. In all instances, if You do not pay Us on time, We may, after notifying You and waiting for a reasonable period of time, suspend Your access to and use of Software and/or the receipt of Services for non-payment.

2. Term and Termination

- a. These Terms begin to apply on the Order Effective Date and cease at the end of the initial subscription term set out in the Order Form (the “**Initial Subscription Term**”).
- b. In the event of a breach of these Terms by either party that remains uncured for 20 business days, the non-breaching party may immediately terminate these Terms.
- c. Upon termination of these Terms for any reason whatsoever, You will pay all Fees owing to Us and We will not refund any Fees that You may have already paid to Us.
- d. Within 30 days after the termination of these Terms, so long as You have paid Us all outstanding Fees, We will: (i) deliver to You, as applicable, any Customer Data in Our possession or control; or (ii) make available to You for download a file of Customer Data in a generally available format, as determined by Us, acting reasonably. After such 30-day period, We will have no obligation to maintain or provide any Customer Data and We will, unless legally prohibited, delete or destroy all Customer Data in Our systems or otherwise in Our possession or under Our control. At Your written request, an officer of Resolver will certify the delivery of and/or deletion or destruction of Customer Data following termination.
- e. The following provisions will survive any termination or expiration of these Terms: Sections 2.c, 2.d, 2.e, 10, 13, 14, 15, 16,17 and any other provisions necessary to their interpretation.

3. Use of the Software

- a. As of the Order Effective Date, We grant You a limited, non-exclusive, non-transferable and non-assignable, worldwide right to access and use (and permit Users to access and use) the Software for Your internal business use during the Subscription Term and only as permitted by these Terms.
- b. Unless otherwise provided in these Terms, You will not: (i) resell, distribute, or use the Software on a timeshare, outsourced, or service bureau basis; (ii) provide access to the Software to a third party (other than to Users of Your legal affiliate or other agents acting on Your behalf); (iii) modify, reproduce, duplicate, deconstruct or reverse engineer the Software or create derivative works of the Software (unless Your Order Form so indicates; and in which case, the creation and use of such derivative works will be for Your sole benefit); (iv) use the Software to send: (1) unsolicited messages (e.g. “spam”); (2) infringing, obscene, threatening, libelous, or otherwise unlawful or tortious materials; (3) material containing malicious code; or

- (4) interfere with or disrupt the integrity or performance of the Software or the data contained therein.
- c. Any rights not explicitly granted in these Terms are strictly reserved by Us and You will not use the Software except in the manner as expressly granted herein. From time to time, We reserve the right to review Your usage of the Software to determine Your compliance with these Terms.
 - d. For mobile use of the Software, You may need to download and install additional software from Us or a third party mobile “app” store or marketplace in which case these Terms also apply to such additional software and mobile “apps” (in addition to any other terms of such “app” store or marketplace). In the event of a conflict between or among the provisions of these Terms and the specific provisions of such additional software or mobile “apps”, the provisions of these Terms will take precedence.
 - e. Your use of the Software is subject to limits and restrictions as more specifically set out in an Order Form (e.g. number of Users, storage space, bandwidth etc.).
 - f. As agreed upon by You and Us, You may use content from third parties in the Software (“**3rd Party Content**”). You acknowledge and agree that any 3rd Party Content that We may make available for Your use does not constitute legal or other professional advice and that You should seek such advice to ensure Your compliance. Any opinions expressed through the 3rd Party Content are the opinions of the particular author and do not reflect Our opinions.
 - g. If You use Our data warehouse service in our Software (the “**Data Warehouse**”), then:
 - i. You acknowledge and agree that the authorization model used by the Software to grant You and Your Users access to such Software does not apply to the Data Warehouse and as such any User to whom You grant access to the Data Warehouse will have complete and unrestricted access to all of Your Customer Data. You are responsible for Your and Your Users’ access to and use of any and all Customer Data contained in the Data Warehouse.
 - ii. Your use of the Data Warehouse is subject to limits and restrictions as more specifically set out in the applicable Order Form (e.g. number of queries per hour, per User). If You exceed such limits or, if in Our opinion, Your Use of the Data Warehouse improperly restricts, inhibits, disrupts, degrades or impedes Our ability to deliver the Data Warehouse and the Software to others, then We may, without prior notice to You, temporarily disable Your and Your Users’ access to the Data Warehouse.
 - iii. You acknowledge and agree that We may, restrict Your access to, and/or aggregate certain historical records contained in the Data Warehouse based on the age of the relevant record(s) and other usage factors determined by Us, in our sole opinion. By way of example only, We may, after a period of time, aggregate all updates performed on a record within a day into a single entry within the Data Warehouse. Our aggregation will affect those records contained in the Data Warehouse but will not have an impact on the audit functionality contained in the Software (which will continue to retain all entries).

4. Evaluation of the Software

- a. We may provide You with temporary access to the Software so that You can evaluate the Software in which case an Order Form may not be required for You to access and use the Software (the “**Trial Access**”). We may charge You Fees for the Trial Access.
- b. The Trial Access will be limited by time as communicated to You by Us (the “**Evaluation Period**”), unless terminated earlier in accordance with these Terms.
- c. During the Evaluation Period, You may only access and use the Software for Your internal test and evaluation purpose. We may immediately suspend or terminate Your access and use of the Software for any reason whatsoever.
- d. In exchange for the Trial Access, We may ask You to provide feedback to Us concerning the functionality and performance of the Software, including identifying potential errors and improvements (“**Feedback**”).
- e. Notwithstanding any other provision of this Agreement, for the purposes of any Trial Access by You and during the Evaluation Period, THE SOFTWARE IS PROVIDED “AS IS” FOR LIMITED TEST AND EVALUATION PURPOSES ONLY.

5. Services

- a. We may provide You with Services as set out in an Order Form and a SOW (or a Change Order to a SOW). A SOW may be required for each project, and may specify, among other things, the purpose and scope of the project, the responsibilities of each party, assumptions, deliverable(s) (if any), applicable fees and payment terms and any other specific requirements. In some instances, We may not commence providing Services to You unless a SOW has been agreed to by You and Us.
- b. We may provide the Services remotely or, subject to Section 1.d, at a location of Your choosing.
- c. Either You or We may request additions, deletions or amendments to the Services in a SOW (“**Change**”). A Change must be requested in writing signed by an authorized representative of the party requesting the Change (“**Change Request**”). We will not have an obligation to perform, and You will not have an obligation to pay for, Services related to any Change unless You and We have agreed to the Change in writing. If You request a Change, We will evaluate the request and, whether You or We requested a Change, We will provide You with a written estimate of the cost, if any, of the requested Change and any additional terms and conditions related to such Changes. Upon Your approval of the cost estimate and any such additional terms and conditions, You and We will enter into a change order document amending the applicable SOW (a “**Change Order**”).
- d. In the event of a conflict between or among the provisions of these Terms and the specific provisions set forth in a SOW (including a Change Order), the provisions of such SOW will take precedence over these Terms only if such provisions specifically reference the provisions of these Terms that are in conflict or superseded.

6. Our responsibilities

- a. We will, in compliance with applicable laws (including privacy and/or data protection laws):
 - i. use commercially reasonable efforts to provide You (and Your Users) with access to and use of the Software in accordance with Our Availability Guarantee (as described in Our Support Program);
 - ii. perform the Services in a professional and workmanlike manner in accordance with applicable professional standards;
 - iii. provide You with Software maintenance and support as set out in Our support and maintenance program (“**Support Program**”, which can be found on the [Legal Page](#));
 - iv. maintain a comprehensive information security program to ensure the confidentiality, integrity and availability of the Customer Data that You upload into the Software and protect such Customer Data from unauthorized use, access, modification, disclosure or destruction, in accordance with industry best practices and Our security policies (“**Security Policies**”, as described at resolver.com/trust (“**Trust Page**”)); and
 - v. provide to You, at Your written request but no more than once every twelve (12) months during a Subscription Term, written reports regarding Our compliance with Our selected data security compliance programs (e.g. SOC II).
- b. We will not be responsible for any compromise, loss, delay, alteration, or interception of Customer Data during the transmission of any data whatsoever across the Internet or mobile telecommunications networks.
- c. If We provide You with 3rd Party Content, We will ensure that You have the proper rights to use such content.
- d. We will keep Our responses to industry-standard data security questions (available at our [Trust Page](#)) up-to-date during the Subscription Term. You acknowledge and agree that We will only assist You in completing any data security questionnaire after You have reviewed Our responses on Our [Trust Page](#) and that any additional requests for Us to complete any such questionnaire may be subject to a Fee payable by You to Us.
- e. Access to Our Software, Services, and Support Program may be restricted in limited jurisdictions that are subject to applicable export control and/or economic sanction laws and regulations (“Restricted Jurisdiction(s)”). These restrictions apply even when a User does not normally reside in a Restricted Jurisdiction and is only temporarily within such Restricted Jurisdiction for travel.

7. Your responsibilities

- a. In exchange for Us providing You with access to and use of the Software and the Services, You will, in compliance with all applicable laws:
 - i. be responsible for Users’ compliance with these Terms;

- ii. if applicable, maintain commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Customer Data any time it is not in the Software;
- iii. comply with applicable privacy and/or data protection laws in relation to the collection, use and disclosure of any personally identifiable information or personal data (“PII”) that may be included in the data You upload into the Software, including Customer Data;
- iv. be responsible for the accuracy, quality, integrity and legality of any content (including content obtained from or owned by third parties) and Customer Data You use in connection with the Software and Services;
- v. protect and securely manage account/user names, password(s), other login information and customer keys (if any) to prevent the unauthorized access to the Software and You will promptly notify Us in the event of an unauthorized access to the Software;
- vi. if applicable, install all updates to the Software in a timely fashion, as provided by Us;
- vii. be responsible for procuring and maintaining the Internet and mobile telecommunications network connections that connect Your Users and network to the Software; and
- viii. be responsible for procuring and maintaining the appropriate licences and/or rights for any 3rdParty Content that is not provided by Us and/or that You include with or use in connection with any Customer Data that You upload into the Software.

8. Changes

- a. We may, at Our discretion, enhance or modify the Software from time to time and We will provide You with reasonable notice of any material modifications: (i) at the email address You provide in Your Order Form; (ii) by posting a notice to this Site; or (iii) by posting a notice in the Software. Notwithstanding the foregoing, We may at any time modify or discontinue features of the Software to comply with applicable laws and regulations and accordingly, We will not be liable to You or to any third party for any modification or discontinuation of the Software in order to comply with applicable laws and regulations.
- b. We may use a third party vendor to host the Software, provide context aware guidance in the Software, provide additional services, or provide feedback to Us in relation to Your use of the Software. We may change certain elements of the hosting services or such third party vendors from time to time. In all cases, We will always be responsible for the performance of such third party vendors, in accordance with these Terms and in each case, any such changes will not materially change, alter or modify Your access to and use of the Software.

9. Insurance

- a. We carry commercial general liability insurance and errors and omissions insurance with the limits and for the coverages set out in the Certificate of Insurance (a copy of which can be found on the [Legal Page](#)).

10. Confidentiality Obligations

- a. Each party may use Confidential Information only for the purposes of these Terms and, except as specifically provided for in this Section 10, will not disclose to any third party any Confidential Information, without the prior written consent of the other party. For the purposes of these Terms, “**Confidential Information**” means all technical, scientific, marketing, business, financial and commercial information or data whether communicated in writing or orally, which is provided by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) as a consequence of these Terms. The Receiving Party will be liable to the Disclosing Party for any breaches of this Section 10 by its employees, agents or third party service providers who obtain Confidential Information of the Disclosing Party from the Receiving Party. Confidential Information will not include information that: (i) was already known by or in the possession of the Receiving Party at the time of disclosure, other than through an obligation of confidentiality; (ii) was at the time of disclosure or thereafter became publicly available or known to the public or otherwise part of the public domain without breach of these Terms by the Receiving Party; (iii) was subsequently disclosed to the Receiving Party by a third person who had the right to make such disclosure; and (iv) is developed by the Receiving Party independently of any Confidential Information or other information received from the Disclosing Party.
- b. The foregoing obligations of non-disclosure and restricted use will not apply to any Confidential Information that is required to be disclosed by law or court order, provided that notice is promptly delivered to the Disclosing Party in order to provide an opportunity to seek a protective order or other similar order with respect to the Confidential Information and thereafter the Receiving Party discloses only the minimum information required to be disclosed in order to comply with such law or court order, whether or not a protective order or other similar order is obtained by the Disclosing Party.
- c. The agreements and covenants set forth in this Section 10 will be construed as being an agreement independent of any other provisions in these Terms. The existence of any claim or cause of action of either party against the other party, whether predicated on these Terms or otherwise, will not constitute a defence to the enforcement by such other party of any of the covenants and agreements of this Section 10. Each of the parties acknowledges that its failure to comply with the provisions of this Section 10 will cause irreparable harm to the other party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other party will be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Section 10.

11. Privacy and Data Protection

- a. We will not access Your Customer Data, except: (i) where instructed or permitted by You; or (ii) as required by law or to exercise or protect Our legal rights.
- b. You acknowledge and agree that: (i) the security measures We have implemented in relation to the Customer Data may limit Us from having knowledge (actual or implied) of, use of, or access to any PII that may or may not be contained in the Customer Data; and (ii) it may not be possible for Us to fulfill any of Your specific requirements (including legal requirements) in relation to PII and Customer Data (or We may not be able to do so without incurring costs and expenses for which We will invoice You).
- c. We will collect, use and process Customer Data only in accordance with: (i) Your instructions; and (ii) Our Privacy Statement (which is incorporated into these Terms by reference and which can be found on Our Legal Page) and to the extent reasonably required to provide the Software and Services.
- d. We will process Your production Customer Data in an agreed upon region (e.g. Canada, United States, Europe) as set out in an Order Form. We may transfer Your production Customer Data within the agreed upon region. We will not transfer Your production Customer Data outside of the agreed upon region without Your written consent. You acknowledge that We may provide Our Support Program from locations around the world, and You agree that any reasonable actions in the course of providing such support shall not be considered production Customer Data processing or a transfer of production Customer Data outside of the agreed upon region.
- e. You agree that We may contact You via e-mail or otherwise with information relevant to Your use of the Services and Your payment obligations.
- f. We will provide commercially reasonable assistance, and insofar as possible, to enable You to respond to any inquiry, communication or request from a subject of Customer Data seeking to exercise his or her rights under applicable data protection legislation. In the event of such inquiry is made directly to Us, We will inform You by providing details of such inquiry. For the avoidance of doubt, You are responsible for responding to such data requests for access, correction, restriction, objection, erasure or data portability of that individual's PII.
- g. If You are established in the European Economic Area, the United Kingdom, or Switzerland (collectively the "EEA") and/or to the extent that the Customer Data that We process on Your behalf through Your use of the Software contains PII of data subjects located in the EEA, then Our GDPR Addendum (the terms of which are available at Our Legal Page) will apply to Our processing of such Customer Data and such GDPR Addendum is incorporated into these Terms by reference.

12. Customer Data

- a. We make no claim to Your trade names, logos and other trademarks or service marks ("Marks") and Customer Data and We will not sell Your Customer Data to third parties.

- b. You are solely responsible for Your Customer Data. We are not liable to You, Your Users or Your customers for any loss or damages arising from any Customer Data. “**Customer Data**” means all visual, written or audible communications, files, data documents, videos, recordings, or any other material displayed, posted, uploaded, stored, exchanged or transmitted on or through Your use of the Software.
- c. You grant Us a world-wide, royalty-free, sub-licensable licence to use, modify, reproduce and distribute the Customer Data, only as reasonably required to provide access to and use of the Software (e.g., We may encrypt Your Customer Data which may involve use, reproduction and modification of Your Customer Data). You warrant that You have sufficient, lawful non-infringing rights to the Customer Data and to grant the license contained in this Section.

13. Warranty and Warranty Disclaimer

- a. Although We will make Our best effort to deliver functioning Software and an acceptable Service, We do not warrant that the Software, the Services or any content, including 3rd Party Content, provided will be error free, accurate, complete, up-to-date or satisfy all Your requirements. We will use commercially reasonable efforts to correct any error in the Software or the Services, in a timely fashion, that may be discovered by You or Us. All 3rd Party Content is provided on an as-is basis. You acknowledge and agree that We, and 3rd Party Content providers, have no liability for Your acts or omissions attributable to any 3rd Party Content.
- b. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 13, TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE (i) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY, CONDITION OR OTHER IMPLIED TERM AS TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY OF YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

14. Limitation of Liability

- a. Neither Party will be liable to the other in connection with any single event or series of related events for any punitive, exemplary, special, incidental, indirect or consequential loss or damage including, but not limited to, loss of profits, loss of revenue, failure to realize expected savings, loss of data or other commercial or economic loss of any kind even if either party has been advised of the possibility of these losses or damages, and regardless of the form of action, whether in contract or in tort, or based upon any other legal or equitable theory.
- b. OUR MAXIMUM AGGREGATE LIABILITY TO YOU RELATED TO OR IN CONNECTION WITH THESE TERMS WILL BE LIMITED to \$1,000,000.
- c. THIS FOREGOING LIMITATION OF LIABILITY IS IN THE AGGREGATE AND NOT PER INCIDENT.

- d. THE LIMITATIONS IN SECTIONS 14(a) AND 14(b) DO NOT APPLY TO A BREACH OF SECTION 10, OR IN RELATION TO ANY INDEMNITY OBLIGATION SET FORTH IN THESE TERMS.
- e. You acknowledge that We have set Our Fees and entered into these Terms in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between You and Us.

15. Ownership and Proprietary Rights

- a. We and Our licensors own all intellectual property rights to the Software, Services and associated documentation. This ownership extends to all copies and portions of these items, and all improvements, enhancements, modifications and derivative works to these items and any work product arising out of the Services. Our ownership does not extend to Your Customer Data or Your Confidential Information. Your rights to use the Software are limited to those rights expressly granted by these Terms. You receive no other rights to the Software, any associated documentation, or Services or any related intellectual property rights in the Software.
- b. You grant to Us a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to: (i) use or transfer any feedback You give Us in relation to the Software for any purpose; and (ii) use, copy, store and display Customer Data on an aggregated and anonymous basis only for the purposes of improving or developing enhancements to the Software and to offer new products and services that may relate to Your Customer Data.
- c. We may use Your Marks to personalize the Software for Your use. Nothing in these Terms transfers to Us any rights or ownership in or to Your Marks.
- d. Upon Our obtaining of Your express, written permission, You acknowledge that We may access, and You instruct Us to process, Your Customer Data for the purpose of Us developing data insight features and artificial intelligence software, that in combination with different techniques, are used to obtain certain outputs (each, a "**Model**" and collectively, "**Models**") for Our Software. You acknowledge and agree that Models require Your Customer Data to train algorithms and that such Models may be modified and improved with the use of Your Customer Data. Upon Your written request, We will discontinue use of Your Customer Data for the purpose of developing the Models. We retain all ownership in and to all system performance data, Models, and aggregated results of such Models.

16. Indemnification

- a. We will defend, indemnify and hold You, Users, Your officers, directors and employees (the "**Customer Indemnified Parties**") harmless from and against any and all third party claims, demands, suits, or proceedings ("Claim") for damages, costs, liabilities, expenses, attorney's fees, equitable relief or similar relief made or brought against the Customer Indemnified Party by a third party arising out of or relating to the actual or alleged infringement or misappropriation of such third party's intellectual property rights by Us, by Our provision of the Software or Services, or by Your authorized use of the Software or Services; provided that the Customer Indemnified Party: (i) promptly gives Us written notice of the Claim such that We are

not materially prejudiced by the timing of such notice; (ii) gives Us sole control of the defense and settlement of the Claim (provided that We may not settle or defend any Claim unless it releases the Customer Indemnified Party of all liability); and (iii) provides to Us all reasonable assistance, at Our expense. No settlement will require any payment by the Customer Indemnified Party without such Customer Indemnified Party's written consent. The Customer Indemnified Party may monitor, at its own expense, such defense and any settlement discussions directly or through counsel of its choice.

- b. We will not have any liability for any claim of infringement or misappropriation of a third party's intellectual property caused by: (i) Your misuse or modification of the Software or any Services; (ii) Your failure to use corrections, enhancements or updates made available to You by Us; or (iii) information, direction, specification, or materials provided by You or any third party on Your behalf.
- c. If the Software or any deliverable item resulting from Our performance of the Services (the "**Alleged Infringing Item**") is, or in Our opinion is likely to be, held to constitute an infringement of a valid third-party right pursuant to this Section, We will at Our expense and option either: (i) procure for You the right to continue using the Alleged Infringing Item; (ii) replace the Alleged Infringing Item with a non-infringing equivalent, modify it to make it non-infringing; or (iii) terminate Your access, receipt and/or use of the Alleged Infringing Item and refund to You any pre-paid fees in relation to the Alleged Infringing Item less an amount for Your use of the Alleged Infringing Item up to the time of return. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR INFRINGEMENT.
- d. You will indemnify, defend and hold Us and Our directors and employees harmless from and against any Claim for damages, costs, liabilities, expenses, attorney's fees, equitable relief or similar relief made or brought against Us by a third party alleging that the Customer Data that You disclose to Us infringes or misappropriates the rights of a third party or violates applicable law; provided that We: (i) promptly give You written notice of the Claim such that You are not materially prejudiced by the timing of such notice; (ii) give You sole control of the defense and settlement of the Claim (provided that You may not settle or defend any Claim unless it releases the Us of all liability); and (iii) provide to You all reasonable assistance, at Your expense. No settlement will require any payment by Us without such Our written consent. We may monitor, at Our own expense, such defense and any settlement discussions directly or through counsel of Our choice.

17. General

- a. Your or Our failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right. Waiver by either You or Us of a breach of any provision of these Terms or the failure by either You or Us to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.
- b. In the event that a portion of these Terms are held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the

original intentions of the parties, and the remainder of the provisions will remain in full force and effect.

- c. We may delegate the performance of any or all of Our obligations hereunder to third parties, provided that We will remain liable for performance hereunder. You may not assign these Terms or Your rights and responsibilities hereunder without Our prior written consent unless the assignee is an acquiring party, acquired or merged party, majority owner, a subsidiary or affiliate party including by purchase, merger or operation of law. Subject to the foregoing, these Terms will be binding upon the parties' respective successors and permitted assigns.
- d. The laws of the Province of Ontario (without regard to its conflict of laws provisions) and all laws of Canada applicable in the Province of Ontario will govern these Terms and all matters arising out of or relating to these Terms. Any legal action or proceeding relating to these Terms will be instituted in the courts of the Province of Ontario. However; if You are located in: (i) the United States of America, the laws of the State of California (without regard to its conflict of laws provisions) and any laws of the United States of America applicable in the State of California will govern these Terms and all matters arising out of or relating to these Terms and any legal action or proceeding relating to these Terms will be instituted in the courts of the State of California or (ii) the United Kingdom, Europe, Asia, the Middle East or Oceania, the laws of England (without regard to its conflict of laws provisions) will govern these Terms and all matters arising out of or relating to these Terms and any legal action or proceeding relating to these Terms will be instituted in the courts of England.
- e. You and We are independent entities. Nothing in these Terms will be construed as creating a partnership, joint venture or agency relationship between You and Us.
- f. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under these Terms to the extent that it is due to any cause beyond its reasonable control, including, without limitation, an act of war, terrorist act, act of God, earthquake, fire, flood, pandemic, embargo, riot, sabotage, labor shortage or dispute, or governmental act, computer attack or malicious act, such as an attack on or through the Internet, or an attack against any Internet service provider, telecommunications facility or hosting facility.