

CITY OF RICHMOND

STANDARD CONTRACT

Department: Employment and Training	City Project Manager: Tamara Walker
City Project Manager E-mail: twalker@richmondworks.org	City Project Manager Phone No: (510) 207-8009
Vendor No: 13005	Contract No: 7812
Description of Services: Contract with LCPtracker, a cloud-based SaaS solutions for certified payroll, construction site compliance, and workforce reporting.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond, a municipal corporation ("the City") and the following named Contractor:

Contractor Name: LCPtracker, Inc

Street Address: 117 East Chapman Ave

City, State, Zip Code: Orange, CA 92866

Contact Person: Mary Horne

Telephone: 7146690052

Email: mhorne@lcptracker.com

Business License No: 40056490

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____ other [specify:] _____

2. Term. The effective date of this Contract is March 5, 2025 and terminates March 4, 2026 unless terminated earlier as set forth herein.

3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ 27,999.00 ("Contract Payment Limit") for the chosen Construction Capacity tier unless a Contract Amendment has been approved by the City Council or City Manager. If this amount includes a contingency, Contractor acknowledges that any use of such contingency shall be for work beyond the original scope of services and requires prior written authorization by the City. If noted below, Compensation for work done under this Contract, shall not exceed as follows:

FY 25-26 total compensation shall not exceed \$ 27,999.00

FY _____ total compensation shall not exceed \$ _____

FY _____ total compensation shall not exceed \$ _____

4. Contractor's Obligations. Contractor agrees to perform all work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, in accordance with the Service Plan set forth in Exhibit A, attached hereto and incorporated herein.
5. City Obligations. City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.
6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representative and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D), which are attached hereto and incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any), which are attached hereto and incorporated herein.
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F), which are attached hereto and incorporated herein.
10. Sanctuary City Compliance Statement. This Contract is subject to the Sanctuary City Compliance Statement (Exhibit G), which is attached hereto and incorporated herein.

11. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, a
municipal corporation

By: Eduardo Martinez
Title: _____
Date Signed: _____

I hereby certify that this Contract has
been approved by City Council or the
City Manager.

By: Pamela Christian
City Clerk

Approved as to form:
By: Shannon Moore
City Attorney

LCPtracker

[BUSINESS NAME]

(* The Corporation Chairperson of the Board,
President, or Vice President should sign below)

By: Amanda Kesse
DocuSigned by: 33AC7AFFA5AE418...

Title: CRO

Date Signed: 1/13/2026

(* The Corporation Chief Financial Officer or Assistant
Treasurer, or Secretary or Assistant Secretary should
sign below)

By: _____

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations Code Section
313, if Contractor is a corporation or nonprofit
organization, this Contract (1) must be signed by (a) the
Chairperson of the Board, President, or Vice-President
and (b) the Chief Financial Officer or Assistant Treasurer,
or Secretary or Assistant Secretary)

LIST OF ATTACHMENTS:

- | | |
|--|-----------|
| Service Plan | Exhibit A |
| Payment Provisions | Exhibit B |
| Authorized Representatives and Notices | Exhibit C |
| General Conditions | Exhibit D |
| LCPtracker Master SaaS Agreement | Exhibit E |
| Insurance Provisions | Exhibit F |
| Sanctuary City Compliance Statement | Exhibit G |

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EXHIBIT A SERVICE PLAN

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

Contractor shall, to the satisfaction of the Employment & Training Dept., perform the following services and be compensated as outlined below:

The Scope of Work includes, but is not limited to, software, technical support, training of City Staff, end users, and designees as well as the following:

- a. Electronic collection of labor compliance related data from contractors and subcontractors, including but not limited to certified payroll reports (CPRs), fringe benefit statements and statements of non-performance.
- b. Electronic collection of required information from contractors and subcontractors for local workforce hiring goals, as part of the City's Local Employment Program ordinance as well as other goals defined by the State of California and/or the Department of Labor.
- c. LCP Tracker will store and maintain all applicable State of California prevailing wage rates and requirements.
- d. LCP Tracker will provide reporting functions delineated by the City including statistically and graphical.

LCPtracker's cloud-based system is an out-of-the-box software allowing clients the ability to configure various application, department, and validation settings within their database. This SaaS allows Contractors of all tiers to create and submit certified payroll reports and additional types of documentation to show compliance with Federal and State prevailing wage regulations. As the City of Richmond is already an LCPtracker client, a full implementation will not be necessary; rather a review of the current configuration is recommended in its place. An annual license fee is required and is provided for the tier you have chosen and any additional use must be contracted for by City of Richmond; any optional services, as listed in the RFP response, are additional.

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EXHIBIT B

PAYMENT PROVISIONS

1. COMPENSATION TO CONTRACTOR:

- a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.
- b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photocopying, meals and travel, etc.). Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
- c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to
Accounts_Payable@ci.richmond.ca.us and/or to the following address:

Attention: City of Richmond Finance/Account Payable
Project Manager Tamara Walker
P.O. Box 4046
Richmond, CA 94804

3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Tamara Walker, before payments shall be authorized.
 - a. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
 - b. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.

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- 4.** All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

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EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. All required written notices shall be delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).
3. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
4. All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at: Tamara Walker

City of Richmond

450 Civic Center Plaza

Richmond, CA 94804

Email: twalker@richmondworks.org

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5. All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

LCP Tracker

Attn: Mary Horne

117 East Chapman Ave

Orange, CA 92866

Email: mhorne@lcptracker.com

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**EXHIBIT D
GENERAL CONDITIONS**

1. INDEPENDENT PARTIES:

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Contractor. Payments of the above items, if required, are the responsibility of Contractor.

a. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

b. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

c. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

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C. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, Contract and disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

6. CITY PROPERTY:

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic, or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City but only in respect of the City data contained therein. The format of all reports and their design are owned by Contractor as they are common to all of Contractor's clients.

b. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee. City agrees that worker employee personal data is stored by LCPtracker in MS Azure and Rubrik and passes through Cloudflare(Protection software) to route to Contractor's SaaS products. Additionally, user emails and data sent by users may be sent through Office 365.

d. Contractor shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Contract.

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7. **RECORDS:**

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Contract (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free remote access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

8. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

9. **TERMINATION:**

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder immediately upon transmission of written notice to Contractor as provided in Exhibit C "Authorized Representatives and Notices".

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b. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Exhibit B; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

10. CONFLICT OF INTEREST:

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

11. HOLD HARMLESS:

a. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor. Contractor shall not have any obligations to indemnify Indemnitees to the extent the loss or damage is found to have resulted from the negligence or the willful misconduct of the City or City's permitted users. The defense and indemnification obligations of this Contract are undertaken subject to the limitation of liability provisions in the Master SaaS Agreement contained in this Contract at Exhibit E. Contractor retains all of its defenses at law and in equity.

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12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract that is specific to City (and not common generally to Contractor's clients) and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

d. Any reference to sub-contractor in this Contract are agreed to be to subcontractors who are performing specific services for City and not to those who provide services to Contractor's clients generally (for example Azure) However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

e. Each sub-contractor shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by

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Contractor agree to be bound to Contractor and the City in a similar manner and to a similar extent as Contractor is bound to the City.”

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, services, data or information that Contractor then analyzes and incorporates into its work Saas product and related services.

13. SAFETY:

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the

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City, at the City's request, records to demonstrate Contractor's compliance with this Section.

14. INSURANCE:

Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment} are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> Contractor agrees to abide by the terms and conditions of said policies.

16. INTEGRATED CONTRACT:

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

17. CONFLICTING PROVISIONS:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Condition as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor. unless provided otherwise herein.

18. FORCE MAJEURE:

Except with respect to payment of fees, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state

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or national emergency or other reasons of a like nature not within the reasonable control of such party.

19. **CONFLICT OF LAW:**

This Contract shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, Los Angeles, State of California.

20. **CLAIMS:**

Any claim by Contractor against City hereunder shall be subject to Government Code SS 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

21. **INTERPRETATION:**

This Contract shall be interpreted as if drafted by both parties.

22. **WARRANTY:**

Not applicable. No work supplied by Contractor: If any product is to be provided to this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

23. **SEVERABILITY:**

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In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

24. AUTHORITY:

City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that they are duly authorized to enter into and execute this Contract on behalf of Contractor.

25. WAIVER:

The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payment therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

26. COUNTERPARTS:

This Contract may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SANCTUARY CITY CONTRACTING ORDINANCE (SCCO):

The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit G.

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EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable, otherwise please state "NONE"):

See attached LCPtracker Master Saas Agreement

LCPtracker

LCPtracker, Inc.

Master Subscription Software as a Service Agreement

THIS MASTER SUBSCRIPTION SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into as of _____, 20 (the "Effective Date") between LCPtracker, Inc., with a place of business located at 1 17 East Chapman, Orange, California 92866 ("LCPtracker") and _____ with a place of business located at _____ and its Affiliates ("Client", together with LCPtracker the "Parties", and each a "Party"). The Parties agree as follows:

1. DEFINITIONS.

- a. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
- b. "Aggregated Statistics" means data and information related to Client's and Users' use of the Services that is used by LCPtracker in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- c. "Applicable Law" means all federal, state, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes as the same are amended from time to time and as are applicable to a Party's performance of its obligations under the Agreement, including any applicable law relating to the privacy or processing, protection, collection, use, or disclosure of personally identifiable information as more particularly described in any such applicable law.
- d. "Client Data" means all Client and User electronic information entered into the Services or otherwise provided from Client to LCPtracker pursuant to this Agreement.
- e. "Documentation" means this Agreement, the applicable Product Schedule, and (i) for LCPtracker Professional, the online user guide (Administrator Manual or Contractor Manual as appropriate) for the Services, accessible via login at LCPtracker online, and updated from time to time, or (ii) for Workforce Manager, the LCPtracker guides entitled "How to Access Workforce Managed", "Creating a New Administrator Profile" and "WFM How to reset your password", that are supplied to Client on request, are accessible via login at LCPtracker online, and that may be updated from time to time. Updates of the Documentation in Section 1(e)(i) and (ii) are in LCPtracker's sole discretion.
- f. "General Conditions" means the contract number _____ between the Client and LCPtracker.
- g. "LCPtracker IP" means the Services, the Documentation, and any intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, LCPtracker IP includes Feedback and Aggregated Statistics, as provided herein. Herein, "intellectual property rights" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, or trade secret or intellectual property rights laws in any part of the world.
- h. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- i. "Product Schedule" means the document(s) for placing orders hereunder signed by both Parties and made a part hereof. By entering into a Product Schedule hereunder, a Client Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. To be effective a Product Schedule must be signed by both parties to the Product Schedule.
- j. "PI" means (i) information about an identified or identifiable individual or household as more particularly described in any Applicable Law in any way relating to privacy and the protection, collection, use, disclosure or distribution of personally identifiable information, including without limitation to the generality of the foregoing, personally identifiable healthcare information or personally identifiable financial information, or (ii) where no Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic

information, static IP address and government issued identification number) can be used to identify a specific living natural person or household.

k. "Services" means any LCPtracker software as a service products and related services that are ordered by Client under a Product Schedule and made available by LCPtracker online via the Client login or otherwise. "Services" excludes non-LCPtracker applications or software of any kind.

l. "Service Fees" means the fees payable for the Services that are chosen in the applicable Product Schedule.

m. "Subscription Term" means the applicable term as set forth on the applicable Product Schedule for the Services.

n. "Third-Party Products" means any third-party products that Client or a User uses to connect with the Services.

o. "Users" means persons who are authorized by Client to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client or by Users. Client must ensure that Users not share their user identification or passwords and further protect them. Users may include but are not limited to Client and its Affiliates' employees, consultants, contractors and agents and use is solely for the benefit of Client/User in connection with the project detailed in the Product Schedule.

2. SERVICES

2.1. Provision of Services. Subject to and conditioned on Client's and its Users' compliance with the terms and conditions of this Agreement, LCPtracker hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 2.3) right to access and use the Services during the applicable Subscription Term solely for use by Client and Users in accordance with the Documentation for their internal business purposes. Client agrees that Client's access to Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral/written public comments made by LCPtracker regarding future functionality/features. LCPtracker hereby grants to Client for the applicable Subscription Term a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 2.3) and revocable license to use the relevant Documentation and any other manuals, instructions, or other materials that LCPtracker makes available to Client which describe the features/requirements of the Services solely for Client's internal business purposes in connection with its permitted use of the Services.

2.2. Limitations. Client will not (and will not permit any third party or User to): (i) modify (except as expressly permitted under the applicable Product Schedule), port, translate, localize or create derivative works based on the Services, (ii) use, copy, sell, rent, lease, market, distribute or sublicense the Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Services; (iv) access the Services in order to build or contribute to a competitive product or service, (v) access the Services in any manner that violates any intellectual property right of a third party, (vi) remove, or allow to be removed, any LCPtracker proprietary rights notice from any LCPtracker product, (vii) disclose the results of performance tests run on the Services to any third party without LCPtracker's prior written consent, (viii) make the Services available to anyone other than Users, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (xi) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (xii) attempt to gain unauthorized access to the Services or their related systems or networks. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of LCPtracker that is not expressly granted herein. Client shall; (a) be responsible for the administration of user identifications and passwords and Users' compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (b) use their best efforts to prevent unauthorized access to or use of the Services, and notify LCPtracker promptly of any unauthorized access or use, and (c) use the Services only in accordance with the Documentation and Applicable Laws. If Client becomes aware of any actual or threatened activity prohibited by this Section, Client shall, and shall cause its Users to, immediately: (A) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any

unauthorized access to the Services); and (B) notify LCPtracker immediately in writing of any such actual or threatened activity.

2.3. Users. Client may permit any number of Users (unless otherwise set forth in the applicable Product Schedule) to use the Services; (i) in accordance with the terms of the applicable Product Schedule and the Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Client is responsible to ensure that its Users comply with all the same obligations regarding use of the Services that it is bound by hereunder.

2.4. Use of Services Client is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that that Client (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). It is Client's responsibility to provide updated data to LCPtracker. Client accepts that auto-geo assignments are automatically corrected by Microsoft based upon the co-ordinates in the KML file supplied by Client to LCPtracker, and further the accuracy of data subject location has some inaccuracy due to combining pure mapping co-ordinates (or deficiencies within those co-ordinates) with residential locations. Client agrees to not directly send any PII by email or otherwise (to LCPtracker outside of the LCPtracker SaaS Services product offering) without prior written approval from the LCPtracker Director of Client Services.

2.5. Changes. LCPtracker reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of LCPtracker's services to its customers; (ii) the competitive strength of or market for LCPtracker's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with Applicable Law.

2.6. Data Backup. The Services are programmed to perform routine data backups as set out in LCPtracker's backup policy in effect from time to time (the "Backup Policy"). In the event of any loss, destruction, damage, or corruption of Client Data for any reason, LCPtracker will, as its sole obligation and liability and as Client's sole remedy, restore the Client Data from LCPtracker's then most current backup of such Client Data in accordance with the then current Backup Policy. It is the Client and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods.

2.7. Client Control and Responsibility. Client has and will retain sole responsibility for: (a) all Client Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Client or any user in connection with the Services; (c) Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services ("Client Systems"); (d) the security and use of Client's and its Users' access credentials; and (e) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Users' access credentials, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

2.8. Data Privacy. The Parties agree that, between the Parties, Client shall serve as the business or controller and LCPtracker shall serve as the service provider or processor, as those terms are defined under Applicable Law. LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data containing PII except as necessary to perform its obligations under this Agreement and the applicable Product Schedule except in strict accordance with the written instructions of Client, or as otherwise required for LCPtracker to meet its own legal obligations under Applicable Law. Notwithstanding the foregoing, LCPtracker may use, disseminate, and otherwise process deidentified or aggregated Client Data to the full extent allowed under Applicable Law and pursuant to its own discretion. LCPtracker shall use reasonable endeavors to notify Client in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs LCPtracker of the relevant employing entity who is also the Client, and the Client shall have the sole responsibility in responding to such requests and also for ensuring the requestor's identity.

3. FEES AND PAYMENT FOR SERVICES

3.1. Service Fees. Except as otherwise specified herein or in the Product Schedule, payment obligations are noncancelable, and Service Fees paid are non-refundable (except as expressly stated herein or a Product Schedule). Service Fees are based on the start date as set forth in the Product Schedule and shall continue for the Subscription Term. All undisputed amounts payable to LCPtracker under this Agreement shall be paid by Client to LCPtracker in full when due without any setoff, deduction, or withholding for any reason.

3.2. Invoicing and Payment. If required by Client, Client may provide LCPtracker with a valid purchase order or alternative document reasonably acceptable to LCPtracker, provided that no terms contained on Client's purchase order or alternative document will serve to modify the terms of this Agreement or the applicable Product Schedule. Unless otherwise stated in the Product Schedule, payment is due by check to the address listed above for LCPtracker net 30 days from the date of the applicable invoice.

3.3. Overdue Payments. If any Service Fees are not received from Client by the applicable due date, then at the sole discretion of LCPtracker (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid, and/or (b) LCPtracker may without limiting its other rights and remedies, suspend Client's access to the Services until payment is made in full. LCPtracker will give Client at least thirty (30) business days' prior written notice that Client account is overdue, in accordance with Section 1.1.1 (Notices), before suspending the Services to Client.

3.4. Payment Disputes. If Client provides written notice to LCPtracker of a dispute about any portion of an invoice prior to the applicable payment due date, LCPtracker shall not exercise its rights under Section 3.3 provided Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

3.5. Taxes. Unless otherwise stated, Service Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Client is responsible for paying all Taxes, if any, associated with Client purchases hereunder, other than those based on LCPtracker's income. If LCPtracker has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides LCPtracker with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.6. Auditing Rights and Required Records. Client agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. LCPtracker may, at its own expense, on reasonable prior notice, periodically (during, or after the Term for a period of two (2) years) inspect Client's records with respect to matters covered by this Agreement, provided that if such inspection reveals that Client has

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underpaid LCPtracker with respect to any amounts due hereunder, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Agreement. Client shall pay for the reasonable costs of the audit if the audit determines that Client's underpayment exceeds 10% of sums due for any quarter.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. The Services are not sold to Client or any third party. LCPtracker reserves all rights, title, and interest in and to Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Client hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein or a Product Schedule for the Term.

4.2. Additional Purchases and Affiliate use. Client or Client Affiliates may, at additional cost, purchase access to other LCPtracker products by entering into new Product Schedules. Unless otherwise stated in the applicable Product Schedule, Client shall be and remain jointly and severally liable for any such Affiliates' obligations under this Agreement.

4.3. **Feedback and Aggregated Statistics.** Any suggestions, enhancement requests, forms created, recommendations or other feedback relating to the operation/provision of the Services provided by Client, including by Users, or worked on by LCPtracker and Client/Users ("Feedback"), during and after the Term is and remains the intellectual property of LCPtracker and LCPtracker has all rights therein to exploit and commercialize any Feedback as LCPtracker chooses without compensation or other consideration to Client or any Users. LCPtracker is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, LCPtracker may monitor Client and Users use of the Services and collect and compile Aggregated Statistics. As between LCPtracker, the Client and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LCPtracker without compensation or other consideration to Client. Client acknowledges that LCPtracker may compile Aggregated Statistics based on Feedback. Client agrees that LCPtracker may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law, provided that such Aggregated Statistics do not identify the Client's or Users' Confidential Information. All Users of Services may be contacted by LCPtracker with information about LCPtracker events, services or products, and they will be given the opportunity to opt-out of any such communications.

4.4. **Federal Government End Use Provisions.** LCPtracker provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LCPtracker to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

4.5. **Client Data.** LCPtracker acknowledges that, as between LCPtracker and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LCPtracker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LCPtracker to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use Client Data within the Aggregated Statistics and Feedback. LCPtracker is not responsible for any errors due to inaccurate information provided by Client or Users.

5. CONFIDENTIALITY

5.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without prejudice to the generality of the foregoing Confidential Information shall include business and marketing plans, technology and technical information, product plans, pricing and designs, and business processes disclosed by a Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

5.2. **Protection of Confidential Information.** The Receiving Party shall (i) use the same degree of care that it

uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and the applicable Product Schedule, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates'

employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein.

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranties. LCPtracker warrants that (i) LCPtracker has validly entered into this Agreement, (ii) the Services shall perform materially in accordance with the Documentation, (iii) LCPtracker will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iv) LCPtracker will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iii) if Client or a user uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty in this Section, Client's exclusive remedy shall be as provided in Section 10.1 and Section 10.4. LCPTRACKER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

6.2. Client Warranties. Client represents and warrants that (i) Client has validly entered into this Agreement, (ii) Client has collected all PII in accordance with all Applicable Law, including in relation to the provision of any notice and for obtaining any consent required under any Applicable Law, contract, or privacy policy in connection with Client's provision of PII into the Services to LCPtracker under this Agreement, (iii) Client has all sufficient and necessary rights to transfer PII into the Services to LCPtracker under this Agreement, (iv) Client has the rights to use the data in the Services in the manner it chooses to utilize the Services; and (v) Client will follow best practices in relation to data security. Client acknowledges that Client is solely responsible for the content uploaded into the Services and warrants that Client shall comply with all Applicable Law in its use of the Services and shall require all Users to acknowledge and agree to comply with Applicable Law, any applicable User terms of service or privacy policy, and the requirements of this Agreement in the same way as they apply to Client.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS" AND LCPTRACKER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCPTRACKER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by LCPtracker. LCPtracker shall defend Client against any claim, demand, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect of the Services (a "Claim Against Client") or violates Applicable Law (in so far as the violation applies to LCPtracker's limited services as a processor and not a controller of information (but including its obligations under Section 2.8 of this Agreement)) and shall indemnify Client for any damages, reasonable attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of a Claim Against Client; provided that Client (a) promptly provides LCPtracker written notice of the Claim Against Client; (b) allows LCPtracker sole control of the defense and settlement of the Claim Against Client (provided that LCPtracker may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to LCPtracker all reasonable assistance, at LCPtracker's expense. In the event of a Claim Against Client, or if LCPtracker reasonably

believe the Services may infringe or misappropriate a third party's intellectual property rights, LCPtracker may, in LCPtracker's sole discretion and at no cost to Client, (x) modify the Services so that they are no longer infringing, without breaching LCPtracker warranties under Section 6.1 above, (y) obtain a license for Client's continued use of the Services in accordance with this Agreement, or (z) if LCPtracker determines that neither of the foregoing is commercially practicable and if Client is not permitted to continue using the Services, then this Agreement will terminate

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with respect to such infringing Services, and Client shall be entitled to recover from LCPtracker an amount equal to a prorated portion of the applicable prepaid Service Fees paid for the Services for the remaining Subscription Term for the applicable Services. LCPtracker shall have no liability for any infringement claim based on Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, where such claim would not arise but for such Client Data or Client's or its Users' unauthorized use of the Client Data or the Services. LCPtracker will not be held responsible for actions outside its reasonable control and retains all its defenses at law and at equity.

7.2. Indemnification by Client. Unless prevented by Applicable Law, Client shall indemnify, hold harmless, and, at LCPtracker's option, defend LCPtracker, its directors, officers and employees against any claim, demand, suit or proceeding made or brought against LCPtracker by a third party alleging that Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, (i) infringes or misappropriates the intellectual property rights of a third party or (ii) violates Applicable Law, including, without limitation, a Client's breach of Section 6.2(iii) (together with Section 7.2(i), a "Claim Against LCPtracker"), and shall indemnify LCPtracker for any damages, reasonable attorney fees and costs finally awarded against LCPtracker as a result of, or for any amounts paid by LCPtracker under a court-approved settlement of, a Claim Against LCPtracker; provided that LCPtracker (a) promptly gives Client written notice of the Claim Against LCPtracker; (b) gives Client sole control of the defense and settlement of the Claim Against LCPtracker (provided that Client may not settle any Claim Against LCPtracker unless the settlement unconditionally releases LCPtracker of all liability); and (c) provides to Client all reasonable assistance, at Client expense.

7.3. Exclusive Remedy. THIS SECTION 7 STATES THE INDEMNIFYING PARTY'S ENTIRE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF INDEMNIFIED CLAIM DESCRIBED IN THIS SECTION.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL LCPTRACKER BE LIABLE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE CLIENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) LOST REVENUES; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE FORESEEABLE. IN NO EVENT WILL LCPTRACKER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE LESSER OF \$50,000 OR THE AMOUNTS PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT THAT GAVE RISE TO THE LIABILITY. CLIENT ACKNOWLEDGES THAT LCPTRACKER COULD NOT MAKE ITS SERVICES AVAILABLE TO CLIENT ON THE TERMS SET FORTH HEREIN IF LCPTRACKER'S LIABILITY WERE NOT SO LIMITED.

9. TERM. This Agreement commences on the Effective Date hereof and continues until termination of all Product Schedules as provided below, or termination of this Agreement as provided herein, whichever occurs first. Except as otherwise specified in the applicable Product Schedule, all Subscription Terms shall automatically renew for subsequent additional like periods (each a "Renewal Term" and collectively, the "Term") unless either Party gives the other Party notice of non-renewal at least ninety

(90) days before the end of the then current applicable Subscription Term. No auto renewals for Client past the first yearly auto renewal, in this regard the General Conditions control. A writing signed by both Parties is required yearly after the end of two years of the Term.

10. TERMINATION

10.1 Termination for Cause. (a) Either Party may terminate a Product Schedule for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if there is a Service Suspension which is not in the opinion of LCPtracker commercially reasonably or practically capable of being cured. (b) LCPtracker may terminate (effective upon notice to the Client) for a breach of Section 2.

10.2. Termination for Discontinuance. LCPtracker may, with no liability to the Client (except a pro rata refund of applicable Service Fees) or the Users, also terminate this Agreement and/or any applicable Product Schedule(s) to the extent LCPtracker discontinues any Services upon one hundred and eighty (180) days prior written notice to Client.

10.3. Effect of Termination. Upon termination of a Product Schedule or this Agreement for any reason, Client's (and any Users') right to continue using the Services under the applicable Product Schedule(s) shall immediately cease and Client shall destroy or return (as directed by LCPtracker) all Confidential Information related to such Product Schedule. A termination of a Product Schedule hereunder does not affect any other remaining Product Schedule(s) hereunder which shall remain subject to the terms of this Agreement unless such Product Schedule(s) are terminated in accordance with the terms hereof or unless the Agreement is terminated. upon request from Client in writing upon termination of this Agreement, LCPtracker shall promptly

delete all Client Data in the Services (in accordance with LCPtracker normal back-up procedures, but any Client Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time LCPtracker's obligations under this Agreement for confidentiality will continue to apply). Client acknowledges that if the Client Data is requested to be returned, Client will incur the applicable fees for the requested extract format as set forth on LCPtracker's then current price list. Notwithstanding the foregoing, Client may elect to download the Client Data within thirty (30) days of such termination at no charge. If a portable drive is requested at a charge from LCPtracker, Client accepts the risk of damage or loss of this drive during transit. All Sections intended by their nature to survive termination, including, without limitation, Sections 5, 6, 7, 8, and 10 shall survive any termination or expiration of this Agreement.

10.4. Refund or Payment upon Termination. upon any termination under Section 10.1 where LCPtracker is at fault, LCPtracker shall refund Client any prepaid Service Fees covering the prorated remainder of the applicable yearly period of the Subscription Term within thirty (30) days after the relevant effective date of termination. Unless provided otherwise herein, upon any other termination, Client shall remain obligated for any unpaid Service Fees covering the remainder of the Subscription Term.

10.5. Service Suspension. Notwithstanding anything to the contrary in this Agreement, LCPtracker may temporarily suspend Client's and any Users access to any portion or all of the Services if: (i) LCPtracker reasonably determines that (a) there is a threat or attack on any of the LCPtracker 'P'; (b) Client's or any User's use of the LCPtracker IP disrupts or poses a security risk to the LCPtracker IP or to any other customer or vendor of LCPtracker; (c) any User is using the LCPtracker IP for fraudulent or illegal activities; (d) subject to Applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) LCPtracker's provision of the Services to Client or any User is (x) prohibited by Applicable Law, or (y) deemed by LCPtracker to be commercially unfeasible due to Applicable Law; (ii) any vendor of LCPtracker has suspended or terminated LCPtracker's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 3.3 (any such suspension described in subclause (i), (ii), or (iii) of this Section 10.5, a "Service Suspension"). LCPtracker will have no liability for any liabilities or any other consequences that Client or any User may incur as a result of a Service Suspension.

11. GENERAL PROVISIONS

11.1. Governing Law. See Section 28 of General Conditions. Intentionally Deleted.

11.2. Notices. Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall, unless otherwise provided herein, be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addressee set out in the first paragraph of this Agreement or to such other address as may be specified by either Party hereto upon notice given to the other Party in accordance with this Section. Certain LCPtracker updates regarding the Services are provided to Client at www.lcptracker.com/status.

11.3. Severability. If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

11.4. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Client shall not access or use Services in violation of any U.S. export law or regulation.

11.5. Anti-Corruption. Client acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any LCPtracker employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Client learns of any violation of this restriction, Client will promptly notify LCPtracker in writing.

11.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. LCPtracker will reach out from time to time with opportunities to Client in relation to other LCPtracker product opportunities and Client consents to this. No employee, director, or officer of LCPtracker shall be held personally liable under this Agreement. There are no third-party beneficiaries to this Agreement.

11.7. Waiver. No failure or delay by either Party in exercising any right or partial right, remedy, power or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

11.8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld).

Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Product Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement and has sufficient funds to discharge the assignor's liabilities hereunder. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

11.9. Entire Agreement. This Agreement, including all exhibits and all Product Schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended. 11.10. Counterparts. This Agreement and any Product Schedule hereunder may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.11. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to pay Service Fees hereunder by Client), if and to the extent such failure or delay is caused by an event of Force Majeure ("Force Majeure" hereunder means any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind which are beyond the reasonable control of a Party, or passage of law or any action taken by a governmental or public authority, which makes it commercially unreasonable to continue to have this Agreement in force).

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date defined above.

LCPtracker, Inc. Client: _____ [Insert Client Name] By: By:

[LCPtracker Authorized Person Signature] [Client Authorized Person Signature] Name:

Name: _____
[LCPtracker Authorized Person Name] [Client Authorized Person Name] Title:

Title: _____
[LCPtracker Authorized Person Title] [Client Authorized Person Title] Date:

Date: _____

**EXHIBIT F
INSURANCE PROVISIONS**

CHECK HERE IF RISK MANAGEMENT HAS APPROVED WAIVING INSURANCE REQUIREMENTS FOR THIS CONTRACT.

1. **CERTIFICATES:** Before the commencement of the terms of this Contract, and during the entire term of this Contract and any extension or modification thereof, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with coverage requirements set forth by the City and incorporated herein. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insured shall provide thirty (30) days' advance written notice to the City of Richmond. Attention: Risk Manager."

Contractor shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Contractor shall deliver updated insurance certificates to the City at the address set forth in Exhibit C prior to the expiration of the existing insurance certificate for the duration of the term of Contract. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

2. **COVERAGE REQUIREMENTS:** The City's insurance requirements depend upon the type of service being provided and/or the provider. The City's insurance requirements will fall into one of the following categories (unless otherwise provided by the City):

- Consultants and Contractors — Type 1
- Professional Services — Type 2
- Environmental Risk/Hazardous Waste Material — Type 3
- Lease of City Property — Type 4
- Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations - Type 5
- Transportation Providers — Type 6
- Professional Services Pyrotechnics — Type 7
- Cyber and I.T. Risks — Type 8

The insurance requirements classification applicable to this Contract shall be attached to this Exhibit F and made a part hereof.

3. **FAILURE TO SECURE**: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.
4. **SUFFICIENCY OF INSURANCE**: The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

INSERT INSURANCE REQUIREMENTS CLASSIFICATION APPLICABLE TO THIS CONTRACT: (IF NECESSARY, CONFIRM WITH RISK MANAGER)

**EXHIBIT G
SANCTUARY CITY COMPLIANCE STATEMENT**

The undersigned, (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1 ,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

City of Richmond - Insurance Requirements — Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy subject to the limitation of liability in Exhibit E.

The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR,

Minimum Scope of Insurance the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance. Not applicable.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. - (Only required for Construction Contracts involving property)
7. Contractor's Pollution Liability (if applicable for Construction Contractors)

City of Richmond - Insurance Requirements - Type 1:

Consultants and Contractors

Required Coverage

Workers' Compensation and
Employers' Liability

Minimum Limits

Statutory limits as required by the State of California including \$1 million
Employers' Liability per accident, per employee for bodily injury or disease.
If CONTRACTOR is self-insured, provide a certificate of Permission to Self-
Insure, signed by the California Department of Industrial Relations and
Self Insurance, If contractor is a sole proprietor (has no employees) than
contractor must sign "Contractor Release of Liability" found at:
<http://www.ci.richmond.ca.us/index.aspx?nid=61>.

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

<p>General Liability (primary and excess limits combined)</p>	<p>PROJECT COST \$0 - \$5 million \$5 million - \$10 million Over \$10 million Fireworks</p>	<p>REQUIRED LIMIT \$2 million p/o \$5 million p/o \$10 million p/o \$5 million n/o</p>
<p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XC-u perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>		
<p>Automobile Liability</p>	<p>Not applicable. \$1,000,000 per occurrence for bodily injury and property damage.</p>	
<p>Builders' Risk/Course of Construction - Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p>(Only required for Construction Projects involving property and equipment installation.)</p>	<p>Not applicable.</p> <p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p>	
<p>Contractor's Pollution Liability (if applicable) Protects against: unexpected/unintended release of pollution resulting from contractors covered operations such as: HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p>	<p>Not applicable.</p>	

Required Policy Conditions	
A. M, Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 10/01 is also required.

City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors

Additional Insured Endorsement (continued)	SAMPLE Endorsements can be found at http : www.ci.richmond.ca.us index.as
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at htt : www.ci.richmond.ca.us index-as x?nid=61
Deductibles and Self-insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee,
SURETY BONDS (If a Public Works/ Engineering Project)	1. Not applicable.

Umbrella/ Excess Liability Policies

Exhibit F

Section 8

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. 3) If coverage is canceled or nonrenewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of three (3) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies.

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<p style="text-align: center;">City of Richmond - Insurance Requirements — Type 1: Consultants and Contractors</p>

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

Exhibit F

Section 8

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.