

MASTER SERVICES AGREEMENT NO. 25516

This Master Services Agreement No. 25516 ("**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, and its Affiliates with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. It is agreed that Client's Affiliates shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached herein or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client (each, and as modified in writing by the Parties, an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (the "**Deliverables**"), and the acceptance criteria for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third party government purchasing agreement ("**Purchasing Vehicle**", the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (collectively, "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional compensation by MCCi, until Client and MCCi have agreed in writing to change the terms of an applicable Order, or to execute a new Order, as appropriate.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses quoted. Unless otherwise specified, Client will also reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, MCCi will follow Client's expense policy, to the best of its ability. If a dispute occurs regarding MCCi's billing of Order Expenses in

conformity with Client's expense policy and greater than five percent (5%) of a specific bill, such dispute will be subject to investigation and correction; otherwise Client agrees to reimburse MCCi for the full amount of expenses billed. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc., in the event that i) Client cancels or reschedules the event, after MCCi has made these arrangements; or ii) If Client site/team is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. In the event that MCCi is reselling a license and/or subscription to a third-party product to Client with at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. To the extent that Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefore, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth, and understands and accepts that any pricing defined in an Order does not include such taxes.

All recurring software maintenance support, subscriptions, and/or other service packages ("**Recurring Services**") will automatically renew and be billed unless Client has terminated the Agreement per Section 4 below or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for a one (1) year period and will renew automatically for

MASTER SERVICES AGREEMENT NO. 25516

one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after one Party notifies the other in writing that they are in breach or default of this Agreement, unless the negligent Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period.

In all events, Client shall be liable for full payment for Services and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or puts on hold an Order between completed milestones, MCCi will invoice Client for a pro-rated share of the uncompleted milestone(s) for Services performed through the date of such termination or delay.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition of, or correction of any hardware or software problems that would affect the performance of Services; and (iv) any other items set forth in each Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel are or shall be deemed to be employees of Client but rather as independent contractors. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the employment of such personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will also not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees "**Personnel**"). MCCi affirms to Client that these resources will adhere to and are subject to the same representations made by MCCi throughout this Agreement.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party shall be deemed to be a legal representative of the other nor has any authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

Each Party agrees not to directly or indirectly solicit, offer employment to, or accept any services outside of this Agreement from any employee or independent contractor of the other Party who provided services for the non-soliciting Party within the previous twelve (12) months, during the term of this Agreement, and for twelve (12) months thereafter. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment at such Party (including its affiliates).

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. The Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All

MASTER SERVICES AGREEMENT NO. 25516

consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, title to all materials, products and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to or owned by Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall immediately turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any

proprietary code (source and object), which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information (as hereinafter defined) of Client conveyed to MCCi. To the extent that any portion of the Deliverables includes information or material that falls within the exceptions to property of Client described in Subsection (iii) above, MCCi shall be deemed to have granted Client a paid up, world-wide, non-exclusive license to use any such information or material imbedded in the Deliverables for its internal business needs and a non-exclusive license to make copies thereof for use only in its and its affiliates' facilities, subject to third party license agreements, if any. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only with (i) MCCi Personnel, (ii) any third party service providers that has agreed to safeguard Personal Data in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the State Data Protection Laws for information generated in connection with

MASTER SERVICES AGREEMENT NO. 25516

this Agreement or any Order hereto, MCCi shall notify Client in writing immediately, as soon as possible, but not later than three (3) business days of discovering such Security Breach.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent and workman-like manner that meets industry standards.

MCCi's delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon specifications, Client shall have ten (10) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within ten (10) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the Services or Deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this Section 11. If the Services fail to conform to the foregoing warranty in any material respect, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in Section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than MCCi. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. MCCi also does not warrant any third-party products procured on behalf of Client, and if there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY.

WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then standard billing rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable international, federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations and laws governing payments to and relationships with healthcare professionals, including 42 U.S.C. §1320a-7b(b); (ii) federal Food and Drug Administration laws, regulations and guidance, including the federal Food, Drug and Cosmetic Act and the Prescription Drug Marketing Act, (iii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iv) the Foreign Corrupt Practices Act of 1977, and the UK Bribery Act, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) international, federal and state privacy and data protection laws, including, but not limited to, the relevant European Union directives, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, Chapter 93H of The Massachusetts General Laws and its implementing regulations, 201 CMR 17.00, and Cal. Civ. Code § 1798.80-.84 (collectively, "**State Data Protection Laws**").

12. Indemnification and Limitation of Liability

(a) Mutual Indemnification.

(i) MCCi (for purposes of this Section 12, "**Indemnifying Party**") shall indemnify, defend and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of MCCi's performance within the scope of its responsibilities under this Agreement.
- A breach of MCCi's obligations with respect to confidentiality
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

MASTER SERVICES AGREEMENT NO. 25516

(ii) To the extent permitted by law, and subject to Section 12(f) herein, Client (for purposes of this Section 12, "**Indemnifying Party**") shall indemnify and hold MCCi harmless against any loss, damage or costs (including reasonable attorneys' fees that are necessary and just and awarded by a court of competent jurisdiction) in connection with third party claims, demands, suits, or proceedings ("**Claims**"):

- For bodily injury or personal property damage arising out of Client's performance within the scope of its responsibilities under this Agreement.
- A breach of Client's obligations with respect to confidentiality
- Caused by negligent acts, omissions or willful misconduct of the Indemnifying Party.

(b) MCCi Indemnification.

MCCi shall defend, indemnify and hold Client harmless against Claims made or brought against Client by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by a party other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(c) Client Warranties.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to the extent permitted by law, indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products.

(d) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability); and (c) at indemnifying Party's cost, all reasonable assistance.

(e) Limitation of Liability.

In no event shall either Party be liable for special, exemplary, incidental, or consequential damages (including, without limitation,

lost revenues, profits, savings or business) or loss of records or data, whether or not the possibility of such damages has been disclosed to such Party in advance or could have been reasonably foreseen by such Party, and whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise. Except for a Party's indemnification obligations, or except in the event of loss or damage caused by gross negligence or intentional misconduct, each Party's maximum aggregate liability for all claims, losses or other liability arising out of, or connected with, this Agreement, the Services contemplated hereunder or Client's use of any such Services or Deliverables, and whether based upon contract, warranty, strict liability, tort (including, without limitation, negligence), or otherwise, shall in no case exceed the aggregate amounts paid to MCCi by Client under the applicable Order, giving rise to such claim during the last twelve (12) months. Each Party's entire liability and Client's remedies under this Agreement shall be subject to the limitations contained in this Section 12. The limitations on warranty and liability specified in Sections 11 and 12 hereof will survive and apply even if any limited remedy herein is found to have failed of its essential purpose.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

(f) Client Indemnification.

Notwithstanding any of the foregoing in this Section 12, in no event shall Client be required to create a sinking fund to satisfy any obligation to indemnify MCCi under this Agreement. This provision shall survive termination of this Agreement.

13. Insurance

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Errors and Omissions: \$1,000,000 per occurrence
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

14. Notices

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

MASTER SERVICES AGREEMENT NO. 25516

If to MCCi

MCCi, LLC
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:

City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180
Attn: City Manager
Email: mhindman@nrhtx.com

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify MCCi's records to confirm MCCi's billing to Client is correct.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all reasonable costs associated with audits.

15. Miscellaneous

(a) 3rd Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any 3rd party End User License Agreements ("**EULA**"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) Use of Open Source Code.

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Materials includes software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCi Software Configuration Services.

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(f) Audit Rights.

(g) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any Party or entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding party or entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(h) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(i) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(j) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make every effort to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator who shall be agreed upon by the parties, for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs, including attorney's fees, and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(k) Interpretation.

MASTER SERVICES AGREEMENT NO. 25516

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(l) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(m) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(n) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

MASTER SERVICES AGREEMENT NO. 25516

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

CITY OF NORTH RICHLAND HILLS ("Client")

Signed: _____

Name: Mark Hindman

Title: City Manager

Date: _____

4301 CITY POINT DRIVE
NORTH RICHLAND HILLS, TX 76180

ATTEST:

BY: _____

Alicia Richardson, City Secretary/
Chief Governance Officer

APPROVED TO FORM AND LEGALITY:

By: _____

Maleshia McGinnis, City Attorney