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CITY OF UPLAND
SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

This Software License and Professional Services Agreement (hereinafter referred to as "**Agreement**") is made by and between the CITY OF UPLAND, a California municipal corporation (herein "City"), and Sidepath Inc., a California Corporation, having a principal place of business at 22892 Mill Creek Dr. Laguna Hills, CA 92653 (herein "Provider") on October 12, 2026 ("Effective Date"). City and Provider may be individually referred to as "Party" and collectively as the "Parties".

RECITALS

A. Provider is the owner of its proprietary software that the City has selected to use for the City's Servers (the "**Software**").

B. Provider desires to grant to City and City desires to obtain from Provider a nonexclusive license to use the Software and obtain the services in accordance with the terms and on the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Use of the Software. Provider shall provide City with the software and services, which are described in the Provider's Proposal and attached hereto as Exhibit "A" and incorporated herein by reference ("Software"). The specifications, performance and functionality of the Software shall comply in all respects with the requirements set forth in the Provider Proposal and any documentation for the Software ("Functional Requirements"). The City shall have a fully paid license to use the Software for its operations, subject to the payment of the license fees set forth in Exhibit "A."

2. Project Schedule. Provider shall provide the Software in a prompt and timely manner. Any delays or changes in implementing the Software shall be subject to the terms of Section 7.

3. Compensation.

    a. Subject to paragraph 4(b) below, the City shall pay for the Software, including the related Services, in accordance with the schedule of costs set forth in Exhibit "A."

    b. In no event shall the total amount paid for the Software, including related services, rendered by Provider under this Agreement exceed the sum of **One hundred eighty-two thousand five hundred twenty-eight dollars ($182,528.00)** unless there is a change in the scope of the Services and such change is reflected in the execution of a written amendment pursuant to Section 7 of this Agreement.

    c. Payment to Provider shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the Services.

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d. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Provider to correct such work or billings or seek any other legal remedy.

4. Additional Work. If changes in the work seem merited by Vendor or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Vendor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Additional Compensation. The City Manager may approve Additional Work, as further defined in Section 4.7.2, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars ($50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

6. Maintenance and Support Services. Following the warranty period for the Software, Provider has agreed to make maintenance and support services for the Software available to City in accordance with the terms of the Provider Proposal, which is attached hereto as Exhibit "A." The Software Support and Maintenance Provisions contain mutually agreed upon pricing for such services, which pricing shall remain in effect for so long as City makes the payments set forth in Exhibit "A."

7. Contract Documents. The following documents shall govern the performance of the Scope of Work and the terms and conditions for the provision of the Software and Services (collectively, the "Contract Documents"):

   a. This Agreement;

   b. Provider Proposal (Exhibit "A"); and

   c. City Insurance Requirements (Exhibit "B").

   In the event of any conflict between the terms and conditions of the Contract Documents, the Contract Documents shall govern in accordance with the foregoing order of priority with this Agreement acting as the master agreement.

8. Additional Work. If changes in the Project and the Contract Documents seem merited by Provider or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Provider with a statement of the estimated changes in the Provider Proposal. An amendment to the Agreement shall be prepared by the City and executed by both parties before any change becomes binding upon City. Provider acknowledges that any material amendment to the Contract Documents, particularly with respect to the schedule of charges in the Provider Proposal, may be subject to approval by the City Council. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

9. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the City.

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10. Notice to Proceed. The obligations of Provider to commence performance shall by triggered by Provider's receipt of notice from the City to proceed. Thereafter, Provider shall proceed in accordance with the Project Schedule. The Notice to Proceed shall set forth the date of commencement of the Project Schedule.

11. Confidentiality. Provider understands and agrees that, in the performance of the work or services under this Agreement may involve access to City data or information that is Confidential Information. Provider agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third-parties other than its employees, agents, or authorized subcontractors who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Provider and any subcontractors or agents shall use Confidential Information only in accordance with all applicable local, state and federal laws restricting the access, use and disclosure of Confidential Information and only as necessary in the performance of this Agreement. Provider's failure to comply with any requirements of local, state or federal laws restricting access, use and disclosure of Confidential Information shall be deemed a material breach of this Agreement, for which City may terminate the Agreement. Provider agrees to advise and require its respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Provider will not disclose any Confidential Information of City except as compelled by a court or administrative body or required by any law or regulation. Provider will give notice if any disclosure request is received for City's Confidential Information, so City may file an objection with the relevant court or administrative body.

12. Compliance with Law.

    a. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including but not limited to Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

    b. If required, Provider shall assist the City, as requested, in obtaining and maintaining all permits required of Provider by federal, state and local regulatory agencies.

    c. Provider is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is one thousand dollars ($1,000) or more, Provider agrees to fully comply with such Prevailing Wage Laws. Provider shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Provider and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is

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exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

d. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Provider and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Provider shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Provider's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

e. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Provider's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Provider or any subconsultant that affect Provider's performance of Services, including any delay, shall be Provider's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Provider caused delay and shall not be compensable by the City. Provider shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Provider or any subconsultant.

13. Warranty

a. Software Warranty. Provider warrants that the Software will conform in all material respects to the Functional Requirements for a period of twenty-four (24) months ("Warranty Period") following the date upon which the Software has completed user acceptance testing and is placed in use by City in a live production environment ("Go-Live"). Provider agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the Warranty Period. In addition, Provider warrants that any customization and/or error correction to the Software will conform in all material respects to the Functional Requirements. This warranty is void if the City or any other third party intentionally changes or modifies the Software without the permission of Provider.

b. Malware. Provider warrants that the Software shall not contain any lock, counter, CPU reference, virus, worm, or other malware or device capable of halting operations or erasing or altering data or programs. Provider further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the Software (or any hardware) or Services.

c. Remedies. Provider covenants that it will make corrections of program malfunctions or errors which are reported in writing to Provider during the Warranty Period and which are necessary for the Software to conform to the warranties set forth in Section 13 of this Agreement. City agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming

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errors or malfunctions as warranted in this Agreement. Provider agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the City, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible, consistent with a high priority item under the Software Support and Maintenance Provisions, using its most experienced and knowledgeable resources. Provider will strive to have any and all malfunctions resolved within no more than five calendar days.

14. Acceptance Testing; Final Acceptance. All Software and Services shall be subject to acceptance testing by City to verify, to its reasonable satisfaction, that each deliverable conforms to the requirements of a particular phase or milestone as set forth in the Exhibit "A" hereto or with respect to the Software, that it conforms to the Functional Requirements in all material respects and does not contain errors. City and Provider will agree on a reasonable testing methodology for the Software. Acceptance testing will not begin for any deliverable until sufficient data, as reasonably determined by City, has been converted and loaded into the Software or component thereof to enable City to test the functionality of the Software or any component thereof in a test environment that approximates a live production environment. If City determines that any Software deliverable or Services do not conform with the foregoing requirements, City shall promptly deliver to Provider a notice of non-conformity, and Provider shall work diligently to correct all nonconformities free of charge to City by issuing one or more error corrections or re-performing the defective Services. Each error correction shall be subject to additional acceptance testing by City. Notwithstanding the acceptance of any deliverable by City, such deliverable shall remain subject to the warranty obligations of Provider for the entire Warranty Period. "Final Acceptance" shall occur ninety (90) days after Go-Live provided that the Software is operating properly in accordance with all of the Functional Requirements and there are no material warranty issues that adversely impact the ability of City to operate the Software.

15. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the City, which may be withheld for any reason at the sole discretion of the City. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.

16. Independent Contractor.

a. Provider enters into this Agreement as an independent contractor and not as an employee of the City. The Provider shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Provider are employees, agents, contractors or subcontractors of the Provider and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Provider by any such employees, agents, contractors subcontractors, or any other person resulting from performance of this Agreement.

b. Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

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c. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits..

d.

17. Integration. The Contract Documents represent the entire understanding of the City and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

18. Title to Software. Provider represents and warrants that it is the sole owner of the Software or, if not the owner, that it has received all legally required authorizations from the owner to license the Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or City.

19. Infringement and Performance Breach Remedies. If it is claimed that any work furnished by Provider, whether first developed by Provider for the City or not, infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any such claim or suit at Provider's expense and to indemnify and hold the City harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the City's prior written approval, Provider shall not accept any liability on the City's behalf for the infringement, nor shall Provider reach a settlement that from the City perspective impairs the value or usefulness of the work that is the subject of the infringement claim. Provider will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the City due to such alleged or proven infringement and reimburse the City for any direct damages suffered by the City as a result of the infringement claim, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the City to continue using the applicable Software or Work Product, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The City shall not incur any additional costs related to the aforementioned remedies.

20. Termination

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a. Termination for Default. Subject to the right to cure contained in Section 20.b., the City may terminate this Agreement in whole or in part, at any time that the City determines that Provider is in material default of its obligations under the Contract Documents. Termination for default is effective on the date specified in the City's written notice of default. Should Provider fail to cure a default, then in addition to any other remedies provided by law or the Contract Documents, Provider shall compensate the City's actual costs to obtain substitute performance. A termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.

b. Cure. Provider shall have a period of ten (10) days following a written notice of default to either cure such default or if such default cannot be cured within such period, to provide evidence satisfactory to City, in its sole discretion, that Provider is taking action to cure such default.

c. Termination for Non-Appropriation. City's payment obligation under this Agreement extends only to funds appropriated annually by City's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, City's applicable department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. However, City's governing body has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. If City is appropriated insufficient funds to continue annual payments under this Agreement, City may terminate this Agreement effective upon the last day of the fiscal year for which funds were appropriated. Upon termination under this paragraph, Provider shall be entitled to compensation for all services rendered prior to the effective termination date. Provider's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This Section controls against any and all other provisions of the Agreement.

21. Indemnification. Provider shall indemnify, defend (with counsel approved by City), and hold harmless the City, its officers, officials, agents, and employees (collectively, the "Indemnitees") from and against any and all claims, damages, demands, liability, costs, losses and expenses, (all of the foregoing collectively "Claims"), including without limitation court costs and reasonable attorneys' fees, which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, Provider's performance of services pursuant to this Agreement, including without limitation, Claims arising on account of injury to or death of persons or damage to property. City does not and shall not waive any rights against Provider which City may have pursuant to this Section because of Provider's provision of insurance policies required by this Agreement. Provider's obligations to defend and indemnify the City shall survive the expiration or termination of this Agreement. Provider shall not be required to indemnify City for Claims arising from the sole negligence or willful misconduct of the Indemnitees.

22. Conflicts of Interest.

a. Provider covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

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b. Provider shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City's Contract Administrator determines in writing that Provider's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Provider also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Agreement, City determines and notifies Provider in writing that Provider's duties under this Agreement warrant greater disclosure by Provider than was originally contemplated. Provider shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

23. Insurance.

a. Provider will comply with the "Insurance Requirements" of City which are attached hereto as Exhibit "B" and included as a part of this Agreement.

b. No limitation on liability contained in the Contract Documents shall apply to any third party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third party claim that the Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

24. Documents. Provider shall deliver to City no less than one (1) full set of documentation, manuals, and training materials for the Software. City shall have the right to copy such documents and materials for its own internal use of the Software.

25. Project Manager. Provider shall assign Krunal Patel as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

26. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery or by certified mail, addressed to each party at the address set forth below or such other address for which a party has given notice in accordance with this section. Notice will be effective upon receipt, or within five (5) days of delivery.

City:	**Provider:**
City of Upland 460 N. Euclid Avenue Upland, CA 91786 Attn: Stephen Parker, Assistant City Manager	Sidepath Inc. 22892 Mill Creek Dr. Laguna Hills, CA 92653 Attn: Krunal Patel, Sr. Solutions Consultant

27. City Not Obligated to Third Parties. City shall not be obligated or liable for payment hereunder to any party other than the Provider.

28. Non-Discrimination. Provider shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

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29. Prohibited Interests. Provider maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement. Further, Provider warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

30. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

31. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

[*Signatures on following page*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

APPROVED BY:

DocuSigned by:
Michael Blay
EB35F0DCC3FF48A...

Michael Blay
City Manager

ATTESTED BY:

DocuSigned by:
Keri Johnson
F421A8F85BE347A...

Keri Johnson, CMC
City Clerk

APPROVED AS TO FORM:

Signed by:
Thomas Rice
0A9850BEF9C842A...

Best Best & Krieger LLP
City Attorney

LICENSOR

SIDEPATH INC.

APPROVED BY:

DocuSigned by:
Annie Chow
[illegible]

Annie Chow
Director of Operations

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EXHIBIT A
SOFTWARE SERVICES

VMware Cloud Foundation (VCF) is the software platform that runs on the new servers. It allows the City's many applications and servers to operate as "virtual machines" that share the physical hardware, combines the storage inside the servers into a single resilient pool at each site, and gives IT staff one console to manage, monitor and update the environment. The City's current VxRail environment already runs on VMware; this continues that platform on the new hardware.

VMware is licensed by processor core. The eight servers total 128 cores (8 servers × 16 cores), licensed as a five-year subscription running October 1, 2026 through September 30, 2031 that includes VMware software support for the full term. The subscription is billed once a year at the amounts below, which are fixed for the full five-year term. It is purchased under Sidepath Quote SIDQ61357-02 through the OMNIA Partners cooperative purchasing contract (R240303) and is paid directly to Sidepath rather than through the Dell Financial Services agreement.

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EXHIBIT A CONT'D
SOFTWARE SERVICES

Qty	Item Code	Description	Unit Price	Ext. Price
OMNIA Software Solutions and Services contract: R240303				
VMware Cloud Foundation - 5 Year 10/1/2026-9/30/2031				
Year 1				
128	VCF-CLD-FND-A	VMware Cloud Foundation Start Date: 10/1/2026 End Date: 9/30/2027	$191.12	$24,463.36
		SubTotal		$24,463.36
Year 2				
128	VCF-CLD-FND-A	VMware Cloud Foundation Start Date: 10/1/2027 End Date: 9/30/2028	$230.04	$29,445.12
		SubTotal		$29,445.12
Year 3				
128	VCF-CLD-FND-A	VMware Cloud Foundation Start Date: 10/1/2028 End Date: 9/30/2029	$276.05	$35,334.40
		SubTotal		$35,334.40
Year 4				
128	VCF-CLD-FND-A	VMware Cloud Foundation Start Date: 10/1/2029 End Date: 9/30/2030	$331.27	$42,402.56
		SubTotal		$42,402.56
Year 5				
128	VCF-CLD-FND-A	VMware Cloud Foundation Start Date: 10/1/2030 End Date: 9/30/2031	$397.52	$50,882.56
		SubTotal		$50,882.56
Payment Schedule				
		Year 1 Payment - Due Net 30		$24,463.36
		Year 2 Payment - Due by 9/30/2027		$29,445.12

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Sidepath - VCF 128C 5 YR

Qty	Item Code	Description	Unit Price	Ext. Price
		Year 3 Payment - Due by 9/30/2028		$35,334.40
		Year 4 Payment - Due by 9/30/2029		$42,402.56
		Year 5 Payment - Due by 9/30/2030		$50,882.56

Payment Terms from Ship Date: Net 30
Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.
CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$182,528.00**

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EXHIBIT A CONT'D
SOFTWARE SERVICES

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall, either itself or cause its resellers to flow down the following additional terms to the end user (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world. Broadcom Government Solutions LLC is the successor in interest for all Symantec or VMware branded enterprise offerings, requiring US Government cleared resources, which are available from the Broadcom selling entity quoting such offerings in the United States.

END USER TERMS

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at https://broadcom.com/licensing, or (ii) the fully executed agreement by and between and the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order referenced above as End User Master (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD") located at https://legaldocs.broadcom.com and/or SaaS Listing applicable to the Broadcom Software, and SaaS located at https://legaldocs.broadcom.com (c) the applicable maintenance/support policies and/or guidelines located at https://docs.broadcom.com/docs/broadcom-maintenance-policy- handbook/ (or successor URL) and (d) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

TERMINATION FOR CONVENIENCE

End User agrees it cannot terminate this Order without cause and receive a pro-rata refund of fees not yet incurred, notwithstanding any express or implied right under any legal or equitable theory. For purposes of clarity, in the event End User exercises any right to terminate for convenience under any other contract with Broadcom Inc., along with all its world-wide subsidiaries (collectively, for purposes of this section "Broadcom"), any language in such contract requiring termination of all Broadcom agreements shall not apply to this Order and this Order shall remain in full force and effect. End User understands and agrees that any notice of termination of this Order, other than for an uncured breach by Broadcom, shall not relieve Customer of its obligation to remit any and all remaining payment(s) contained herein and shall not give rise to any right to a refund of any amount paid hereunder.

PUBLICITY

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business partner etc.) it may have in describing its relationship to End User.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled

entity.

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EXHIBIT A CONT'D
SOFTWARE SERVICES

NON MAINFRAME REPORTING

Except as may be prohibited by law, for Software: (i) from the VMware Cloud Foundation business unit which is version 9 or higher, and (ii) from the Application Networking and Security business unit which is VMware vDefend version 9 or higher, and VMware Avi Load Balancer version 32 or higher (collectively, "VCF and ANS Software"),End User is required, when explicitly noted in the applicable SPD, to provide Broadcom with a regularly scheduled verified report detailing End User's installed base and license compliance for such VCF and ANS Software using the format and process specified by Broadcom from time to time ("Compliance Report"). In order to fulfill such reporting requirements, End User must ensure that the Compliance Report files generated by the applicable VCF and ANS Software are either transmitted by the VCF and ANS Software or uploaded by End User on the schedule required in the SPD and in accordance with the product Documentation. The VCF and ANS Software Documentation and SPDs set forth any impacts to the product functionality or other consequences of End User's failure to transmit or upload a timely, unaltered Compliance Report. End User assumes any and all risks associated with the loss of any and all functionality and access to updates, upgrades and patches when caused by End User's failure to provide timely, unaltered Compliance Reports.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the End User Terms, including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to execution of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at https://www.broadcom.com/docs/product-migration (or successor URL).

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at https://www.broadcom.com/docs/end-ofsupport (or successor URL).

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy and Notice located at: https://www.broadcom.com/company/legal/privacy/policy (or successor URL). Where Broadcom is a data processor for End User under the applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA") located at https://docs.broadcom.com/docs/global-customers-dpa(or successor URL), including the relevant Standard Contracting Clauses ("SCC") located at: https://www.broadcom.com/company/legal/privacy/data-transfers (or successor URL) for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

NOTICE

Any notice required or permitted by the End User Terms shall be given in writing and will refer to the End User Terms. Legal notices to Broadcom will be sent to legal- notice.pdl@broadcom.com and all other notices will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Governing Contract, or other address if updated by notice or for Broadcom, as posted to https://www.broadcom.com/company/legal/licensing/notice (or successor URL). Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

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EXHIBIT B
INSURANCE REQUIREMENTS

1. Insurance. Provider shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Provider shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of Upland, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Provider's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Provider shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

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c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Provider shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Provider certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Provider has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Provider shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Provider shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Provider shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Provider. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Provider shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

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g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	$1,000,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Provider shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Provider shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Provider shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Provider shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Provider's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

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(iii) The retroactive date (if any) of each policy is to be no later than the Effective Date of this Agreement. Provider shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Provider shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the Effective Date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Provider hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Provider from liability in excess of such coverage, nor shall it limit the Provider's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VIII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Provider, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Provider pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Provider or City will withhold amounts sufficient to pay premium from Provider payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Provider to provide complete copies of all insurance policies in effect for the duration of the Project.

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(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements. Provider shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Provider, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.