

## AMENDMENT NO. 1

### TO MASTER SERVICES AGREEMENT

**THIS AMENDMENT TO THE MASTER SERVICES AGREEMENT** (“Amendment No. 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and DEFENDIFY, INC., a Delaware corporation, (“Defendify”), is effective as of the 30th day of May, 2023.

### RECITALS

A. City and Defendify entered into that certain Master Services Agreement dated May 31, 2022 (“Agreement”) whereby Defendify agreed to provide certain cybersecurity software and licenses services for an initial one (1) year term and a total contract sum not-to-exceed of \$24,816.00.

B. By this Amendment No. 1, the City and Defendify now desire to extend the term for an additional three (3) years, from May 31, 2023 through May 30, 2026 effective retroactive to May 30, 2023; add additional licenses for compromised password scanning, phishing simulations, and awareness videos; and increase compensation by \$74,731.95, for a total not-to-exceed contract sum of \$99,547.95.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in *bold italics*, deleted text shown in ~~strike through~~):

A. **Section 7.1, Term and Termination, of the Agreement is amended to read in its entirety as follows:**

“7.1. The Term of this Agreement begins on the “Effective Date” and ends at the completion of the Term set forth in your Quote (the “Initial Term”) unless terminated earlier or extended in the ways described here. This Agreement will ~~automatically renew~~ for *a successive three one-year periods, effective May 31, 2023 and expiring May 30, 2026* (“Renewal ~~Term~~Periods”). ~~after the Initial Term’s end unless you provide us with written notice that you do not wish to renew at least 30 calendar days before the start of a Renewal Period, in which case the Term will terminate at the end of the then-current Initial Term or Renewal Term.~~ The “Term” means the Initial Term and all Renewal ~~Periods~~*Terms* together.”

B. **Section 8.1, Fees, of the Agreement is amendment to read in its entirety as follows:**

“**8.1 Fees.** In consideration of Your access to the Service, You will pay Us, at the beginning of each year of the Term, the Fee specified in Your Quote (subject to change under section 8.2). *The fees payable through the Renewal Term are \$99,547.95.* The Fee for any Renewal Term is payable within 7 calendar days after the renewal date. Payments must be

made in the manner specified in Your Quote. All Fees are nonrefundable except as expressly provided herein.”

**C. “Exhibit A-1” is hereby added to Exhibit “A”, attached hereto and incorporated herein by reference.**

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Defendify each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, is currently an effective, valid, and binding obligation.

Defendify represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Defendify that, as of the date of this Amendment No. 1, Defendify is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 on the date(s) and year written below.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

\_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[ndp, rjl]

**DEFENDIFY:**

DEFENDIFY, INC.,  
a Delaware Corporation

By: \_\_\_\_\_  
Name: Rob Simopoulos  
Title: President

By: \_\_\_\_\_  
Name: Andrew Rinaldi  
Title: Secretary

\_\_\_\_\_, 2023

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR’S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> <b>CAPACITY CLAIMED BY SIGNER</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____  <b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>  _____ TITLE OR TYPE OF DOCUMENT  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT  _____ SIGNER(S) OTHER THAN NAMED ABOVE
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT A-1**

The below services shall be provided for the period of May 31, 2023 through May 30, 2026 for a not-to-exceed amount of \$24,910.65 per year.

MODULE	LICENSES	TYPE	FREQUENCY
<b>Assessments &amp; Testing</b>			
Cybersecurity Assessments	Unlimited		
<b>Vulnerability Scanning</b>			
• External Scanner	15	Assets (IPs/Domains)	Monthly Reports
• Internal Scanner	550	Assets (IPs/Domains)	Monthly Reports
Compromised Password Scanning	950	Email Addresses	Monthly Reports
Website Scanning	4	Domains	Monthly Reports
Penetration Testing	15	IP Addresses (External)	Annual Test & Report
<b>Policies &amp; Training</b>			
Technology Acceptable Use Policy	Unlimited		
Awareness Training	Unlimited		
Phishing Simulations	750	Email Addresses	Monthly Campaign & Report
Awareness Videos	750	Email Addresses	Monthly Video & Report
Awareness Graphics	Unlimited		
<b>Detection &amp; Response</b>			
Incident Response Plan	Unlimited		
Threat Alerts	Unlimited	Email Addresses	Ongoing notifications

<b>Annual Investment</b>	\$55,357
Customer Loyalty Discount (-55%)	-\$30,446.35
<b>TOTAL ANNUAL INVESTMENT</b>	<b>\$24,910.65</b>