



4141 Hacienda Drive, Pleasanton, CA 94588. Tel: (925) 924-9500. Fax: (925) 924-9600

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT, (this "**Agreement**"), is made and entered into as of Jun 11 2020 ("**Effective Date**") by and between **Zoho Corporation**, a California corporation having its principal place of business at 4141 Hacienda Drive, Pleasanton, CA 94588, including its parent, Zoho Corporation Pvt. Ltd., and affiliates (together hereinafter "Zoho"), and the City of Carson, a municipal corporation, having its principal place of business at 701 East Carson, CA 90745 ("**Licensee**").

1. License Grant:

Perpetual License: Upon payment of the applicable license fees, , Zoho grants Licensee a non-exclusive, non-transferable, perpetual, world-wide license to Use the software products specified in Exhibit A, attached hereto and incorporated herein by reference ("Licensed Software"), including user documentation that Licensee has downloaded from or received on media provided by Zoho, including all updates, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho Minor Releases and major releases to the Licensed Software will be provided as part of maintenance and support. Licensed Software shall provide the Licensee with an incident, problem and service management platform to ensure the Licensee's Information Technologies ("IT") Department is able to analyze, track and resolve IT issues. "Use" means installing, executing or displaying the Licensed Software. "Single Installation License" means that license keys provided to Licensee shall not be used for more than one concurrent Use.

Subscription License: Upon payment of the applicable License Fees, Zoho grants Licensee a non-exclusive, non-transferable, world-wide license to Use the Licensed Software, including user documentation that Licensee has downloaded or received on media provided by Zoho, including all updates, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Zoho. "Use" means storing, locating, installing, executing or displaying the Licensed Software. "Single Installation License" means that the license keys provided shall not be used for more than one concurrent Use.

Under the Subscription License, the Licensed Software is licensed only for the period of subscription ("Subscription Period"). If Licensee does not renew the Subscription beyond the Subscription Period, Licensee agrees to stop using the software and remove the software from Licensee's systems.

To continue using the Licensed Software beyond the Subscription Period, Licensee must renew the license at least 10 days before the expiry of the Subscription Period. As part of the Subscription License, all updates, upgrades, email support for problem reporting and online access to product documentation to the Licensed Software will be provided to Licensee at no additional cost during the Subscription Period.

2. **Third Party Products:** The Licensed Software may contain software which originated with third party vendors. Without limiting the general applicability of the other provisions of this Agreement, Licensee agrees that: (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b)



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Licensee will not knowingly distribute any such third party software available with the Licensed Software, unless the license terms of such third party software provide otherwise.

3. Restrictions on Use: In addition to all other terms and conditions of this Agreement, Licensee shall not knowingly:

- (i) install one copy of the Licensed Software on more than one server or machine;
- (ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies;
- (iii) make any copies except for one back-up or archival copy, for temporary emergency purpose;
- (iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of Licensee's application;
- (v) modify or enhance the Licensed Software;
- (vi) decompile or disassemble the Licensed Software.
- (vii) allow any third parties to access, use or support the Licensed Software except employees, contractors, consultants or other third parties engaged by Licensee to do any of the foregoing on behalf of or for the benefit of Licensee.

4. Technical Support:

Perpetual License: Upon payment of annual maintenance and support fee, Zoho provides support that includes email support for problem reporting, product updates, and online access to product documentation. Zoho shall perform maintenance and support services as set forth in Exhibit B, attached hereto and incorporated by this reference.

Subscription License: Zoho provides support that includes email support for problem reporting, product upgrades, updates, and online access to product documentation during the Subscription Period.

5. Invoices: Zoho shall furnish to Licensee an original invoice for all fees and expenses charged in a form approved by Licensee's Director of Finance. Licensee shall independently review invoice submitted by Zoho to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges which are disputed by Licensee, Licensee will use its best efforts to cause Zoho to be paid within forty five (45) days of receipt of Zoho's correct and undisputed invoice; however, Zoho acknowledges and agrees that due to Licensee's warrant run procedures, the Licensee cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Licensee, the original invoice shall be returned by Licensee to Zoho for correction and resubmission. Review and payment by the Licensee of any invoice provided by Zoho shall not constitute a waiver of any rights or remedies provided herein or by applicable law.

6. Ownership and Intellectual Property: Zoho either owns all right, title and interest in and to the Licensed Software or is authorized to distribute the Licensed Software under the terms of this Agreement. Zoho expressly reserves all rights not granted to Licensee herein, notwithstanding the right to discontinue or not to release any Licensed Software and to alter prices features, specifications, capabilities, functions, licensing terms, release dates, general availability or characteristics of the Licensed Software. The Licensed Software is only licensed and not sold to Licensee by Zoho.



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7. **Audit:** Zoho has the right to audit Licensee's Use of the Licensed Software by providing at least seven (7) City business days prior written notice of its intention to conduct such an audit at Licensee's facilities during the Licensee's normal business hours, which are Monday through Thursday, 7:00 AM to 6:00 PM.
8. **Confidentiality:** The Licensed Software contains proprietary information of Zoho, and Licensee hereby agrees to take all reasonable efforts to maintain the confidentiality of the Licensed Software. Licensee agrees to reasonably communicate the terms and conditions of this Agreement to those persons employed by Licensee who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Zoho and the Licensee agree that the Licensee is required by law to produce non-exempt public records in its possession, custody or control pursuant to a request for such records submitted to the Licensee under the California Public Records Act (Cal. Govt Code §6250 *et seq.*). Accordingly, Zoho and the Licensee acknowledge and agree that any document provided by Zoho to the Licensee in connection with this Agreement that constitutes a public record may be disclosed by Licensee, to the extent required by law (which determination shall be made by Licensee in its sole discretion), in response to an applicable public records act request, without liability under this Agreement.

Zoho acknowledges that due to the nature of the Agreement, Zoho will not have access, receive or obtain any confidential data and information from Licensee. Zoho further acknowledges that all confidential data and information of the Licensee will remain with the Licensee and owned by the Licensee.

9. **Prohibition Against Assignment:** Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Licensee. However, either party may assign, without such consent, its rights and obligations under this Agreement to: (i) an Affiliate; or (ii) any entity which acquires all or substantially all of its capital stock or assets related to this Agreement through purchase, merger, consolidation, or otherwise. Any such prohibited assignment or transfer shall be void.
10. **Independent Consultant:** Neither the Licensee nor any of its employees shall have any control over the manner, mode or means by which Zoho, its agents or employees perform the services required herein, except as otherwise set forth herein. Zoho shall perform all services required herein as an independent contractor of Licensee with only such obligations as are consistent with that role. Zoho shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Licensee, or that it is a member of a joint enterprise with Licensee.
11. **Warranty Disclaimer:** Zoho does not warrant that the Licensed Software will be error-free. Subject to applicable laws and except as provided herein, the Licensed Software is furnished "as is" without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results Licensee may obtain by using the Licensed Software. Licensee is solely responsible for determining the appropriateness of using the Licensed Software and assumes all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.



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12. Limitation of Liability: In no event will either party be liable to the other or to any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising under this Agreement even if such party has been advised of the possibility of such damages. To the extent permitted by applicable laws, the respective parties' entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amounts paid by the Licensee to Zoho in previous 12 months preceding the initiation of such claim. This provision shall not limit the scope of any insurance coverages provided by Zoho pursuant to Section 14.

13. Indemnification:

(a) Zoho agrees to indemnify, defend and hold harmless Licensee, its elected and appointed officers, employees, and agents, from and against any and all claims, actions, proceedings, damages, losses, costs, fees, expenses, obligations, errors, omissions, forfeitures, penalties, or other liabilities (hereinafter "claims") arising from Zoho's gross negligence, reckless or willful misconduct in relation to such services, operations, or activities provided for herein, so long as Licensee: (i) provides prompt written notice to Zoho of such claim; (ii) reasonably cooperates with Zoho in the defense and/or settlement thereof, at Zoho's sole expense; and, (iii) reasonably allows Zoho to control the defense and all related settlement negotiations. The approval of Licensee's City Council shall be required for settlement of any such claim. This indemnity obligation shall also include any claim by a third party that the Licensed Software infringes or violates any United States Patent, copyright, or trade secret right of any third party, and shall be binding on successors and assigns of Zoho and shall survive termination of this Agreement. The above is Zoho's sole obligation to Licensee and shall be Licensee's sole and exclusive remedy pursuant to this Agreement for intellectual property infringement.

(b) If Zoho contracts with any other entity to perform in whole or in part the services required hereunder, then Zoho warrants and agrees that either:

(i) The contract between Zoho and such entity shall require both that the entity indemnify the Licensee on the same terms and conditions as provided for indemnification in Section 13 (a) ("Indemnification") of this Agreement, as well as and that the entity provide insurance coverage to Licensee on the same terms and conditions as provided for in Sections 14 of this Agreement, with certificates and endorsements evidencing such coverage provided to Licensee; or

(ii) Zoho shall indemnify the Licensee for all acts or omissions of such entity on the same terms and conditions as provided for in Section 13 (a) ("Indemnification") of this Agreement. Zoho shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) any combination, operation, or use of the Licensed software with any programs or equipment not supplied by Zoho; (ii) any modification of the Licensed Software by a party other than Zoho; and (iii) Licensee's failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by Zoho.



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14. Insurance: Zoho shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Licensee, during the entire term of this Agreement including any extension thereof, the following policies of insurance, which shall cover all elected and appointed officers, employees and agents of Licensee:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the applicable laws and which shall indemnify, insure and provide legal defense for Zoho against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Zoho in the course of carrying out the work or services contemplated in this Agreement.

(c) Professional Liability. Professional liability insurance appropriate to Zoho's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability should it exist. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the termination of this Agreement. During this additional 5-year period, Zoho shall annually and upon request of the Licensee submit written evidence of this continuous coverage.

(d) Subcontractors and Third Parties. Zoho shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Licensee. If after Licensee approval, Zoho contracts with any entity to perform in whole or in part the work or services required by the Agreement, Zoho shall include all subcontractors and third parties involved as insureds under its policy or shall furnish separate certificates and certified endorsements for each such contractor or third party. All such coverages for subcontractor shall be subject to all of the requirements stated in this Agreement.

15. General Insurance Requirements: All of the above policies of insurance shall be primary insurance and shall name the Licensee, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Licensee or its officers, employees or agents may apply in excess of, and not contribute with Zoho's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Licensee, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Licensee. In the event any of said policies of insurance are cancelled, Zoho shall, prior to the cancellation date, submit new evidence of insurance in conformance with this to the Licensee. No work or services under this Agreement shall commence until



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Zoho has provided the Licensee with Certificates of Insurance and said Certificates of Insurance are approved by the Licensee. Zoho shall provide additional insured endorsement forms or appropriate binders evidencing the above insurance coverages within 30 days of the Effective Date. Failure to do so shall constitute a default triggering Section 17 of the Agreement. Licensee reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Licensee.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Licensee's Risk Manager or other designee of the Licensee due to unique circumstances

- 16. Termination:** This Agreement is effective until terminated by either party. Licensee may terminate this Agreement, with or without cause, at any time by destroying or returning to Zoho all copies of the Licensed Software in Licensee's possession. Zoho may terminate this Agreement in the event that Licensee is in breach of any of the terms of this Agreement and does not cure such breach after thirty (30) calendar days advance written notice. Upon termination, Licensee shall destroy or return to Zoho all copies of the Licensed Software and certify in writing that all known copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.
- 17. Disputes; Default:** In the event that Zoho is in default under the terms of this Agreement, the Licensee may give notice to Zoho of the default and the reasons for the default. The notice shall include the timeframe in which Zoho may cure the default. This timeframe is presumptively thirty calendar (30) days, but may be extended, if circumstances warrant. If Zoho does not cure the default, the Licensee may take necessary steps to terminate this Agreement.
- 18. Legal Action:** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Zoho shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

- 19. Covenant Against Discrimination:** Zoho covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin,



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ancestry, or other protected class in the performance of this Agreement. Zoho shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

20. Non-liability of Licensee's Officers and Employees: No officer or employee of the Licensee shall be personally liable to Zoho, or any successor in interest, in the event of any default or breach by the Licensee or for any amount, which may become due to Zoho or to its successor, or for breach of any obligation of the terms of this Agreement.

21. Notice: Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally, or sent by electronic mail, or sent by prepaid, first-class mail, in the case of the Licensee, to the Licensee's City Manager and to the attention of Kevin Kennedy, Information Technologies Manager, City of Carson, 701 East Carson, Carson, California 90745 and in the case of Zoho, to the person(s) at the address designated on the top page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

22. Contract Officer: The Contract Officer shall be Kevin Kennedy, Information Technologies Manager, or such person as may be designated by the Licensee's City Manager. It shall be Zoho's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Zoho shall refer any decisions which must be made by Licensee to the Contract Officer. Unless otherwise specified herein, any approval of Licensee required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Licensee's City Manager, to sign all documents on behalf of the Licensee required hereunder to carry out the terms of this Agreement.

23. Representatives and Personnel of Zoho: The following principals of Zoho ("Principals") are hereby designated as being the principals and representatives of Zoho authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Adhithya S.
(Name)

Sales Executive
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Licensee to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Zoho and devoting sufficient time to personally supervise the services hereunder. All personnel of Zoho, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Zoho without the express written approval of Licensee. Additionally, Zoho shall utilize only competent personnel to perform services pursuant to this Agreement.



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Zoho shall make every reasonable effort to maintain the stability and continuity of Zoho's staff, third parties and subcontractors, if any, assigned to perform the services required under this Agreement. Zoho shall notify Licensee of any changes in Zoho's staff, third parties and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

- 24. Unauthorized Aliens.** Zoho hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Zoho so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the Licensee for such use of unauthorized aliens, Zoho hereby agrees to and shall indemnify, defend and hold harmless the Licensee for all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Licensee in connection therewith.
- 25. Waiver:** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 26. Attorneys' Fees:** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- 27. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 28. Warranty and Representation of Non-Collusion.** No official, officer, or employee of Licensee has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Licensee participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Zoho warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Licensee official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Zoho further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Licensee official, officer, or employee, as a result of consequence of obtaining



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or being awarded any agreement. Zoho is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Zoho's Authorized Initials VB

29. General: This Agreement shall be construed, interpreted and governed by the laws of the State of California exclusive of its conflicts of law provisions. The parties irrevocably submit to the jurisdiction of Los Angeles County, California and waive any claim in respect of inconvenience thereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonably effect the intention of the parties. Licensee shall not export the Licensed Software or Licensee's application containing the Licensed Software except in compliance with United States export regulations and applicable laws and regulations.

[signatures on the following page]



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

ZOHO CORPORATION

Sign: Vijay Sundaram

Name: Vijay Sundaram

Title: Chief Strategy Officer

Sign: jai anand

Name: Jai Anand N

Title: Chief Financial Officer

LICENSEE

CITY OF CARSON, a municipal corporation

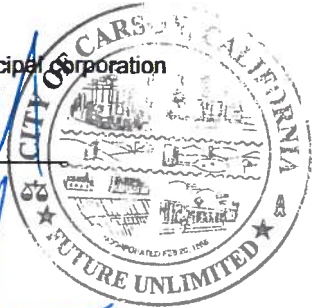
Albert Robles
Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani
Sunny K. Soltani, City Attorney
[AES:BRJ]





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

ZOHO CORPORATION

Sign: Vijay Sundaram

Name: Vijay Sundaram

Title: Chief Strategy Officer/President

Sign: jai anand

Name: Jai Anand N

Title: Chief Financial Officer

LICENSEE

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[AES;BRJ]



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Exhibit A

Software licensed under Subscription/Perpetual License

ManageEngine ServiceDesk Plus product for 13 Technicians and 500 computers to be selected by the Licensee.

For the services rendered pursuant to this Agreement, Zoho shall be compensated, in an amount not-to-exceed the maximum sum of Sixteen Thousand Eight Hundred Seventy-Two Dollars (\$16,872.00) for the initial three-year term of this Agreement. The contract sum consists of the following, as more particularly stated in Exhibit A-1: (1) Single Installation License Fee, which is a one-time payment that includes the fees for all licenses granted in Section 1 of this Agreement, for 13 technicians - \$8,900; (2) Annual Maintenance and Support Fee, which includes the annual support services for the licenses as set forth in Section 4 of this Agreement, for 13 technicians (500 nodes) - \$1,780; (3) Single installation license fee, which is a one-time payment that includes the fees for all licenses granted in Section 1 of this Agreement, for 500 computers - \$1,645; and (4) Annual Maintenance and Support Fee, which includes the annual support services for the licenses as set forth in Section 4 of this Agreement for 500 computers - \$329.



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Exhibit A-1

Quote

Part No.	Description	Price
46139.31N	ManageEngine Service Desk Plus Professional Edition - Perpetual Model – Single Installation License fee for 13 Technicians (500 nodes)	8,900.00
46139.31M	ManageEngine Service Desk Plus Professional Edition - AMS Model – Annual Maintenance and Support fee for 13 Technicians (500 nodes)	1,780.00
46029.3NT	ManageEngine Service Desk Plus Professional Edition - Perpetual Model – Single Installation License fee for 500 Computers	1,645.00
46029.3MT	ManageEngine Service Desk Plus Professional Edition - AMS Model – Annual Maintenance and Support fee for 500 Computers	329.00
Subtotal		12,654.00
Grand Total (USD \$)		12,654.00



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Exhibit B

24x5 Maintenance and Support Terms

1. Definitions

- 1.1 **Business Hours:** Zoho maintenance and support shall be available 24x5 Monday through Friday including public holidays in the USA.
- 1.2 **Service Pack (Patch Release):** At regular intervals Zoho will release a Service pack (patch release) that will be the cumulative collection of all workarounds, patches and bug fixes resolved at the time of the Service Pack release.
- 1.3 **Updates (Minor Release):** An Update or Minor Release is the digit to the right of the first and subsequent decimal places reading from left to right in the Zoho Product Number. For instance, in Zoho Product Number X.a and X.b.c – a, b, and c are Updates or Minor Releases.
- 1.4 **Upgrade (Major Release):** An Upgrade or Major Release is the digit to the left of the first decimal place reading from left to right in the Zoho Product Number. For instance, in Zoho Number X.a and Y.a – X and Y are Upgrades or Major Releases.
- 1.5 **Workaround:** Workaround is a temporary resolution for a problem that will enable the Licensed Software to work without the problem. Zoho will make all efforts to provide an enhanced and permanent solution to the problem in the Service Pack that is subsequently released.

2. Severity Levels:

- 2.1 **Severity Level 1 (S1):** The Licensed Software does not function without a fix being provided and the problem has significant effect on the revenues or business operations of the Licensee.
- 2.2 **Severity Level 2 (S2):** The Licensed Software can function. However, the Licensed Software functions providing incorrect results or its performance is inconsistent pursuant to the Zoho user documentation.
- 2.3 **Severity Level 3 (S3):** The functionality of the Licensed Software is not affected by the problem or can be accomplished by using other features of the Licensed Software. Zoho may choose to resolve such problems in the following manner: a) Zoho may provide the resolution in a future release of Licensed Software if the problem is identified as a feature enhancement, b) Zoho may resolve the problem using its support process and technical support as a special case.

3. Maintenance and Support Entitlement

- 3.1 Zoho provides maintenance and support to the major release of the product, licensed under the terms of this Agreement and as shown in Exhibit A. Licensee must maintain valid Annual Maintenance and Support License as provided in Section 3.2 of this Agreement for the Licensed Software.
- 3.2 Licensee is entitled receive maintenance and support that includes email support for problem resolution, product updates, and online access to technical documentation. The components of this support and maintenance program include:

3.2.1 Email and Phone Development Support



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Zoho provides email and phone access to Zoho product specialists for Zoho product installation, usage assistance, problem diagnosis and resolution, clarifications in documentation, and technical guidance. Key features of this support program are:

- 24 hours response with a note on the problem resolution status
- Resolving S1 level problems. Zoho will make all attempts to arrive at a workaround solution within 72 hours of problem reporting for S1 level issues.
- Providing workarounds for problem resolution.
- Zoho provides technical assistance by means of Conference Calls and Webex debugging sessions, upon request from the Customer
 - to discuss the problem
 - to determine priority of technical issues
 - to get the status of the pending support requests

3.2.2 Email and Phone Runtime Deployment Support

E-mail access (during the business hours) to Product specialists for Licensed Software installation & usage assistance, problem diagnosis and resolution, clarifications in Product documentation, and technical guidance.

Telephone Support:

Telephone access to Customers -

- to report a problem
- getting technical assistance on the problem
- following up on the problem by providing more information,
- communicating the priority
- getting the status.

Service Timeframe*

Level	Acknowledgement time line	Problem Determination time for issues related to config changes in ZOHO product	Problem Workaround and System Restoration time for issues related to ManageEngine product	Resolution
S1 level	6 Business hours	18 Business hours	24 Business hours	30 Days
S2 level	12 Business hours	36 Business hours	48 Hours	180 Days
S3 Level**	18 Business hours	72 Business Hours	N A	Within 2 Major releases

* Average Timeframe

Customer Responsibilities in Problem Determination

- i. Providing all relevant technical information while reporting the problem
- ii. Providing the necessary resources (e.g., VPN access to the Customer environment, remote dial-in access, database access) required by Zoho to diagnose the Problem in an efficient manner

3.2.3 Update and Upgrade Releases

Zoho Annual Maintenance and Support License Fees is limited to providing updates, workarounds, and service packs at no additional cost. Upgrades or major releases are not included as part of



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Zoho's Annual Maintenance and Support License Fees. Licensee has the option to purchase upgrades separately by paying an upgrade license fee.

3.2.4 **Online Access**

Zoho provides online access to its support knowledge repository that include product documentation, frequently asked questions, release notes, and White Papers via Zoho's website.