



1602 Village Market Blvd # 320 Leesburg VA 20175

1636 W Snow Ave Tampa, FL 33606

VERTOSOFT, LLC

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of _____, by and between **VERTOSOFT, LLC**, a Delaware corporation (“**VERTOSOFT, LLC**”, “**we**” or “**us**”) and **City of _____, Texas** (“_____”, “**City**” or “**Client**” or “**you**”). VERTOSOFT, LLC and Client are referred to herein as the “**Parties**” and, each, a “**Party**”.

SOMA Global, Inc. also known as (“SOMA” OR “SOMA Global”) is a party hereto and by nature of GOVERNMENT SOLUTIONS DISTRIBUTION AGREEMENT, Agreement Number V 2022-0716 and as the entity bound to Vertosoft LLC and City of _____, Texas to provide to City of Joshua the Software as a service (SaaS), licenses, subscription services, onboarding services.

SOMA Global Inc. by and through its representative and by the signature of said and representative on this document does hereby agree to and approve the terms set out herein does agree to be bound by all of the terms herein and will fulfill for City of _____ and be liable to CITY for all obligations of Vertosoft, LLC set forth herein, including Addendums and Attachments.

The parties and signatories hereto understand and agree that SOMA Global Inc. will be providing SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD-ONS to City of _____, Texas to fulfill Vertosoft’s and SOMA Global’s contractual obligations to City of _____.

The parties and signatories hereto understand and agree that SOMA will be performing the obligations set out in the Statement of Work v03 30 23 JCTX attached as Exhibit D to City of _____ Contract Terms Addendum to Vertosoft, LLC Master Services Agreement to fulfill Vertosoft contractual obligations to City of _____.

Vertosoft and SOMA agree that City of _____ shall have access to all agreements between Vertosoft and SOMA regarding work or service or products provided to City of _____ by Vertosoft or SOMA.

This Transaction with Vertosoft, LLC is made pursuant to and under the auspices of TIPS – USA Contract Number: 220105.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

"Malicious Code" means code, files, scripts, corrupted files, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-VERTOSOFT, LLC Application" means a web-based, mobile, offline, or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us. The parties understand and agree tht SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between Soma Global, Inc; Vertosoft, LLC; and City of Joshua, Texas including any addenda and supplements thereto.

"Services" means SOMA Global, Inc's Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-VERTOSOFT, LLC Applications and Non-SOMA Global, Inc. Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

"We/Us" means and includes SOMA Global, Inc. when referring to software, subscriptions, services, or other obligation of Vertosoft or SOMA or both in providing software, subscriptions, services or otherwise fulfilling obligations to CITY.

"Your Data" means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable VERTOSOFT, LLC and SOMA Global, Inc. standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-VERTOSOFT, LLC Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.4. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration, or other services to be provided by Us (such services, “**Professional Services**”), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services (“**Services Work Product**”) and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party. The parties agree and understand the ONLY AUTHORIZED REPRESENTATIVE of City of Joshua who can authorize an expenditure of funds, whether by “ORDER FORM” or otherwise is the mayor following a vote and approval of a majority of the City Council. The parties agree that the terms of the is agreement cannot be amended or

altered, nor additional financial obligations incurred by City of Joshua without the vote and approval of City of Joshua.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. If You exceed a contractual usage limit, you will assess a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

(a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules, and regulations.

(b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

(c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services and will notify Us promptly of any such unauthorized access or use.

(d) You are solely responsible for ascertaining the suitability of, and for the selection of, the Services, as well as for installation, implementation, and use of the Services, and for the results obtained by using the Services. You are responsible for decisions made and actions taken based on the use by You or Your Users of the Services.

(e) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation, or third-party intellectual property rights, we will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, we may remove such data ourselves. In the event such data is removed it will be quarantined and secured, it will not be destroyed as such data may be data of a law enforcement agency or the State of Texas or a political subdivision of the State of Texas. Said data will not be destroyed without the explicit written approval of the public safety agency, political subdivision of the State of Texas, or a Court Order of a Johnson County District Court.

4. NON-VERTOSOFT, LLC PROVIDERS

Non-VERTOSOFT, LLC Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-VERTOSOFT, LLC Applications and are not responsible for the functionality or interoperability of Non-VERTOSOFT, LLC Applications with the Services. If You use a Non-VERTOSOFT, LLC Application that is interfaced with Your VERTOSOFT, LLC Application, it is expected VERTOSOFT, LLC will be granted permission by You to access your account with a Non-VERTOSOFT, LLC Application and allow the Non-VERTOSOFT, LLC Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-VERTOSOFT, LLC Application or its provider. We may cease supporting the interoperability of the Services with any Non-VERTOSOFT, LLC Application at any time and shall provide a 30-day written notice when doing so. We will provide written notice within 30 days of any disclosure, modification or deletion of access or use by any Non-VERTOSOFT, LLC Application or its provider resulting in ceased support to You. The parties understand and agree tht SOMA GLOBAL, INC. will be supplying and providing Applications software and services pursuant to this agreement and said SOMA Global, Inc applications will NOT be treated as a "Non-VERTOSOFT, LLC Application" for purposes of this Agreement. The term "Vertosoft, LLC Applications" or "Our" Applications will include SOMA Global Inc. Applications throughout this Agreement and any Addenda, Exhibits or Supplements hereto.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms ("**Fees**"). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Service subscription licenses purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days

from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Consequences of Non-Payment or Late Payment. Payment for services under this agreement are to be governed by TEXAS GOVERNMENT CODE-TITLE 10. GENERAL GOVERNMENT - SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT - CHAPTER 2251. PAYMENT FOR GOODS AND SERVICES or applicable superseding statute during the term of the Agreement. If Client account remains delinquent (with respect to payment of a valid invoice) for forty-five (45) days after receipt of a delinquency notice from VERTOSOFT, LLC, which may be provided via email to Client's designated billing or legal contact, VERTOSOFT, LLC may temporarily suspend Client's access to the Software Service to pursue good faith negotiations before pursuing termination in accordance with Section 11. The Client will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Client's delinquency.

5.4 Taxes. Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, we will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against Us based on Our income, property, and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, we reserve all of Our rights, title, and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a limited license to host, copy, transmit and display Your Data in any CJIS-compliant facility as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. Upon approval, you grant to Us and Our Affiliates a perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Users relating to the operation of the Services. Feedback will be non-public unless agreed upon otherwise.

6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights

customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. The Client is subject to the Texas Government Code, Chapter 552., which gives the right to access government records. Client will comply with the Texas Government Code, Chapter 552. Vertosoft, LLC and SOMA Global, Inc will also comply with Texas Government Code, Chapter 552 to the extent required by law or as necessary to protect their proprietary information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement. In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders, or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-VERTOSOFT, LLC Application provider to the extent necessary to perform Our obligations to You under this Agreement.

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

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party and signatory hereto represent and warrants that (a) it has the necessary power, authority, and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid, and binding obligation on such Party and signatory hereto, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "VERTOSOFT, LLC Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (d) Your Data or a Non-VERTOSOFT, LLC Application, (e) Your use of the Services in violation of this Agreement, the Documentation, or applicable Order Forms, or (f) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

10. LIMITATION OF LIABILITY

We are not responsible for limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for data, messages or pages

lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Services or communications services or networks.

NEITHER PARTY SHALL BE LIABLE FOR (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL OR (B) AGGREGATE LIABILITY IN EXCESS OF THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT; (I) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS; (II) EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (III) EITHER PARTY'S LIABILITY FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER (EXCLUDING A BREACH OF YOUR DATA). THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT WE DO NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL WE HOLD YOU HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CREATED BY YOU OR CONTAINED IN THE SOFTWARE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the date signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least **90** before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal.

11.3 Termination. A Party may terminate this Agreement for cause (i) upon 60 days' written notice to the other Party of a material breach if the breaching Party has not taken commercially reasonable steps to remedy such breach within such sixty (60) day period (provided that, for clarity, the breaching Party shall not be obligated to have cured such breach within such sixty (60) day period), or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event funds are not appropriated or become non-appropriated by the local governing body for VERTOSOFT, LLC and for similar or competitive software and services, for an included fiscal year in the term of this agreement, it is agreed by the parties that the City must give sixty (60) days' notice of non-appropriation and the City's obligations will be relieved of extending beyond the effective date of non-appropriated services.

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11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, we will make Your Data available to You for export or download as provided in the Documentation. After such 120-day period, we are not obligated to maintain or provide Your Data to You and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

12.3 Governing Law. This Agreement and any Statement of Work, Order Form, or supporting documents shall be governed by the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party, **including City of Joshua, Texas, Vertosoft, LLC and SOMA Global, Inc.** represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, you will promptly notify us.

12.6 Entire Agreement. This Agreement Including the CITY OF JOSHUA CONTRACT TERMS ADDENDUM (and including each Order Form entered into hereunder and the Documentation

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referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective **unless in writing and signed by both Parties**. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation. **NOTWITHSTANDING THE FOREGOING STATEMENT, THE TERMS AND PROVISIONS OF THE CITY OF JOSHUA CONTRACT TERMS ADDENDUM TO THIS VERTOSOFT, LLC MASTER SERVICES AGREEMENT SHALL BE AND ARE INCORPORATED FULLY INTO THIS AGREEMENT AND SHALL TAKE PRIORITY AND PRECEDENCE OVER ALL TERMS THAT CONFLICT WITH THOSE SET OUT IN THE CITY OF JOSHUA CONTRACT TERMS ADDENDUM TO VERTOSOFT, LLC MASTER SERVICES AGREEMENT or other documents proffered by VERTOSOFT, LLC or SOMA Global, Inc.**

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, we may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Signature Page Follows.]

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

APPROVED AS TO FORM AND CONTENT:

CITY OF _____:

Name

Date

City of _____

Attest:

Title _____

Date

VERTOSOFT, LLC:

Authorized Representative of
VERTOSOFT, LLC

Date

SOMA Global, Inc.:

Authorized Representative of
SOMA Global, Inc.

Date



VERTOSOFT, LLC – CITY OF JOSHUA, TEXAS
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