



Master Services Agreement

This Master Services Agreement (the “Agreement”) is made and entered into as of January 29, 2026 (the “Effective Date”) between **PC Specialists, Inc., d/b/a Technology Integration Group**, a Pellera company, operating at 428 J Street, Suite 424, Sacramento, CA 95814 (“Pellera”), and **City of Medina** having its principal place of business at 501 Evergreen Point Rd., Medina, WA 98039 (“Client”), (each a “Party” and collectively referred to as the “Parties”).

WHEREAS Client desires to purchase from Pellera, and Pellera desires to provide to Client, from time to time, the Services as further defined herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT.

This Agreement is a master agreement between the Parties and contains all the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by Pellera to Client during the term of this Agreement. Each Statement of Work (“SOW”) shall incorporate all the terms and conditions of this Agreement. In the event of a conflict, the order of precedence shall be as follows: 1) the applicable SOW, and 2) this Agreement. Notwithstanding the foregoing, prices, quantities, dates, schedules, and places shall be fixed by the SOW(s). All Services furnished hereunder shall be for Client’s and its Affiliates’ internal use within the Territory.

2. DEFINITIONS.

- 2.1. “Affiliate” shall mean any entity that is Controlled by, or under common Control with, a Party. In the case of Pellera, “Affiliate” shall include entities operating under the Pellera brand as indicated by Pellera from time to time. “Control” means the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise;
- 2.2. “Confidential Information” shall mean information a Party knows or has reason to know is confidential, trade secret, or proprietary, including secret processes, trade secrets, customer lists, personnel statistics, pricing methods, techniques, inventions, product/service specifications, ideas, processes, prototypes, models, drawings, marketing plans, financial data, computer programs and computer software, and information identified in writing as confidential or proprietary, as well as Pellera Consulting Methodology;
- 2.3. “Consulting Methodology” shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions and tools (including hardware and software where applicable), source code, and any enhancements thereto or derivative works, that Pellera uses to produce the Work Product under a SOW and which are not uniquely related to the project described in the SOW;
- 2.4. “Services” shall mean certain tasks and services to be provided by Pellera under this Agreement as described in a SOW, such as but not limited to consulting, maintenance, engineering, installation, staging, temporary staffing, training, data management, program management, testing and technical assistance;
- 2.5. “Statement of Work” or “SOW” shall mean the transactional document governed by this Agreement detailing the specific Services to be performed;
- 2.6. “Territory” shall mean the United States, Canada, and Mexico;
- 2.7. “Work Product” shall mean all reports, studies, flow charts, diagrams, data, documentation, or any other items identified as a deliverable in an applicable SOW, which are produced by or as a result of the Services. Excluded from the definition of Work Product is Consulting Methodology.

3. TERM; TERMINATION.

- a. The term (“Term”) of this Agreement will begin on the Effective Date and continue until its termination as described herein. Subject to Section 3(b), this Agreement may be terminated prior to the expiration of the Term at any time by either Party: (i) upon thirty (30) days’ prior written notice without cause, (ii) upon written notice if the other Party breaches any material term of this Agreement or a SOW and such breach remains uncured for a period of thirty (30) days following receipt of written notice of such material breach from the other Party, except payment obligations, for which there is no cure period (a “Material Breach”), or (iii) the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or files for protection under Title 11 of the United States Code (an “Insolvency Event”). Upon any such termination, Pellera shall be entitled to be paid for all work performed, all deliverables provided, and all accrued charges and costs incurred up to and including the effective date of termination. Client may additionally be responsible for payment of an early termination fee if specified within the applicable SOW(s).



- b. Unless otherwise specified in the applicable SOW, SOWs hereunder shall continue in full force and effect until completion of the Services provided thereunder unless earlier terminated due to (i) 30 days prior written notice for termination without cause, (ii) Material Breach, or (iii) an Insolvency Event, in which case termination shall be effective upon receipt of written notice.

4. STATEMENTS OF WORK.

- a. During the Term, Pellera and Client may agree upon SOWs defining (i) Services and Work Product or deliverables to be provided by Pellera, (ii) Pellera's compensation, (iii) the period during which the Services will be provided (if applicable) (the "**Service Period**"), and (iv) any additional terms and conditions relating to the Services. Each SOW shall be incorporated into and governed by this Agreement.
- b. Any changes to an SOW ("**Change Orders**") shall be agreed upon in writing by the Parties. Pellera will provide Client with a written Change Order which specifies the applicable increase or decrease in the cost or the time required. The Parties agree that this Agreement and the applicable SOW(s) for Services or Work Product shall govern and supersede any terms and conditions stated on any purchase order submitted by Client for such Services or Work Product. In the event of any conflict between a SOW and a Change Order, the Change Order will control. Whenever used herein or in any SOW, the term "Agreement" shall mean and include this Master Services Agreement and all SOWs executed in connection herewith.

5. SERVICES; WARRANTY.

- a. In consideration of the fees stated in the SOW ("**Fees**"), Pellera will provide the Services and Work Product described in the SOW.
- b. Pellera warrants that at the time of performance all Services will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards.
- c. EXCEPT AS PROVIDED ABOVE OR PURSUANT TO ANY SOW, PELLERA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THOSE SERVICES PROVIDED HEREUNDER. FURTHER, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PELLERA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, WITH RESPECT TO ANY THIRD PARTY PRODUCTS, SOFTWARE, INFORMATION OR MATERIALS ASSOCIATED WITH ANY SOW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, ERROR-FREE SERVICE, UNINTERRUPTED SERVICE, NON-INFRINGEMENT, TITLE AND NON-INTERFERENCE.

6. FEES; PAYMENT; TAXES.

- a. Client shall pay Pellera the Fees for the Services and Work Product as set forth in the applicable SOW. Unless otherwise indicated in the SOW, Client shall also pay reasonable travel and living expenses that are incurred in the course of Pellera's performance of Services. When applicable, an estimate will be included in the SOW for Client's approval. Client payment terms shall be net thirty (30) days from the invoice date. All payments shall be made in US dollars. Client shall also be responsible for taxes applicable to Client arising out of this Agreement, except for taxes imposed on Pellera's income or arising from the employment relationship between Pellera and its personnel.
- b. Client also agrees to pay interest on all amounts that become past due. Interest will be charged at the highest rate allowed by law. If Client should default on any payment(s), Pellera shall have the right to declare all invoice amounts immediately due and upon notice to Client. In the event invoiced amounts remain unpaid for a period of ninety (90) days from the date of the invoice, Pellera reserves the right to suspend performance of Services until the dispute is resolved and payments due have been remitted.

7. CONFIDENTIALITY.

To the extent Confidential Information is exchanged in connection with the Services, each Party agrees not to use the disclosing Party's Confidential Information except in the performance of, or as authorized by, this Agreement, and not to disclose, sell, license, distribute or otherwise make available such information to third parties without the disclosing Party's prior written consent. Use by Affiliates and third party contractors may be permitted so long as such Affiliate or contractor has a need to know and is required in writing to maintain the confidentiality of such information as required by this Section. Confidential Information does not include: (i) information that was publicly available at the time of disclosure or that subsequently becomes publicly available other than by a breach of this provision, (ii) information already known by the receiving Party independent of the Confidential Information as evidenced by written records, (iii) information developed by the receiving Party independent of the Confidential Information, and (iv) information that the receiving Party rightfully obtains without restrictions on use and disclosure. Further, in the event the receiving Party becomes legally compelled to disclose any Confidential Information, the receiving Party shall notify the disclosing Party promptly in writing so that the disclosing Party may seek a protective order or other remedy. At any time after the Effective Date, each Party shall be entitled to request the return or, at its discretion, the destruction of its Confidential Information in the possession of the other Party. Notwithstanding the foregoing, the receiving Party shall be permitted to retain copies of Confidential Information as may be reasonably necessary for legal or recordkeeping purposes, including copies that are embedded in the automated backup of electronic data processing systems; provided, however, all such copies shall continue to be subject to the confidentiality obligations set forth herein.



Nothing in this Agreement shall be construed to obligate either Party to disclose its Confidential Information to the other Party. THE PARTIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR ADEQUACY OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER. ALL SUCH INFORMATION SHALL BE DISCLOSED ON AN "AS IS" BASIS. The obligations set forth in this Section shall continue for two (2) years after the termination of this Agreement; provided, however, that any Confidential Information that qualifies as a trade secret under applicable laws shall continue to be subject to the obligations set forth in this Agreement until such Confidential Information no longer qualifies as a trade secret.

8. RIGHTS IN WORK PRODUCT.

- a. Subject to Sections 8(b) and (c) below, and except for materials that Pellera acquires under license from a third party, all Work Product created specifically for and provided to Client by Pellera under an SOW shall be the property of Client for Client's and its Affiliates' internal use.
- b. Any Pellera Confidential Information, including Consulting Methodology, shall remain the exclusive property of Pellera. As such, Pellera remains free to use Consulting Methodology in future projects. To the extent any Work Product incorporates Consulting Methodology, Pellera hereby grants to Client a royalty-free, non-exclusive, revocable (to the extent the license granted herein is breached), perpetual, non-transferable license to use such Consulting Methodology solely for Client's internal business purposes as part of the Work Product, in accordance with the limitations set forth in this Agreement and any applicable SOW.
- c. Client acknowledges that Pellera provides similar services to other clients and that nothing in this Agreement shall be construed to prevent Pellera from carrying on such business or from acquiring, licensing, marketing, distributing, developing for itself or others or having others develop for it similar products, solutions, services or materials performing the same or similar functions as the Services and Work Product contemplated by this Agreement or any SOW.

9. INDEMNIFICATION.

- a. Subject to the limitations on liability contained in this Agreement, Pellera shall defend and indemnify Client against costs, liabilities or damages (including reasonable attorney's fees) arising from a claim that Client's authorized use of Work Product (excluding any materials that Pellera acquires under license from a third party) infringes a third party's United States or Canadian copyright, trademark or trade secret, provided that Client promptly notifies Pellera in writing of any such claim or suit. Pellera shall have sole control of the defense or settlement of any such suit (including without limitation the right to settle on behalf of Client), and Client shall cooperate with Pellera in connection with its defense at the reasonable expense of Pellera. If Client is enjoined from using any Work Product, or if Pellera believes that any Work Product is likely to become the subject of an infringement claim, Pellera shall (i) obtain the right for Client to continue to use such Work Product, or (ii) replace or modify the Work Product so as to make it non-infringing and substantially comparable in functionality. If, after using commercially reasonable efforts, Pellera is unable to do either (i) or (ii) above, such Work Product shall be returned to Pellera and Pellera's sole liability shall be to refund Client the amount paid to Pellera for such Work Product or portion thereof. Notwithstanding the foregoing, Pellera will have no liability to indemnify Client hereunder for infringement claims based on or arising from (i) use of a Work Product other than in accordance with applicable documentation or instructions provided by Pellera, (ii) modification of any Work Product other than by Pellera, (iii) the use or combination of any Work Product with materials not supplied by Pellera, (iv) information supplied by Client to Pellera that is included in any Service or Work Product, (v) Client's use of a superseded version of the Work Product if the infringement could have been avoided by using the latest version of the Work Product provided by Pellera, (vi) Client's negligence, breach of the Agreement or SOW, or willful misconduct, or (viii) third party products.
- b. In the event of any willful misconduct or grossly negligent act or omission of either Party or its employees during the performance of Services on Client's premises causes or results in the (i) loss, damage to or destruction of tangible personal property of the other Party or third parties, and/or (ii) death or injury to any person, then such Party shall indemnify, defend and hold the other Party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney's fees).

10. LIMITATION LIABILITY.

- a. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES, LOST BUSINESS PROFITS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT OR ANY SERVICES, DELIVERABLES OR WORK PRODUCT.
- b. PELLERA'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH ANY SERVICES, DELIVERABLES OR WORK PRODUCT PROVIDED BY PELLERA, SHALL BE LIMITED TO THE LESSER OF (A) FEES PAID BY CLIENT TO PELLERA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, OR (B) ACTUAL DAMAGES INCURRED.
- c. IN NO EVENT SHALL PELLERA BE LIABLE FOR ANY CLAIM MADE BY CLIENT OR ANY OTHER PERSON TO THE EXTENT SUCH CLAIM ARISES OUT OF MATERIALS PROVIDED BY CLIENT TO PELLERA TO USE IN DEVELOPING, PERFORMING OR CUSTOMIZING ANY SERVICES OR DELIVERABLES.

11. INSURANCE. Pellera maintains the following insurance coverage: (i) commercial general liability insurance with limits of \$2,000,000 each occurrence and \$2,000,000 general aggregate; (ii) business automobile liability insurance covering all vehicles used in the operations of Pellera with limits of liability of \$1,000,000 combined single limit for bodily injury and property damage per accident, (iii) workers' compensation insurance as required by laws and regulations applicable to and covering employees of Pellera performing under this Agreement; (iv) employers liability for employee bodily injury arising out of the master-servant relationship with limits of \$500,000 for each accident; and (v) professional liability insurance of \$1,000,000 each occurrence. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Except for the Workers Compensation, Employer's Liability, and Professional Liability policies, and except where not permitted by law or regulation, Client shall be listed (or "included") as an additional insured on each policy with respect to losses or claims referred to herein. Upon written request, Client shall be provided with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Pellera shall provide the Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Pellera to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due Pellera from the Client.

12. NON-SOLICITATION. During the term of this Agreement and for one (1) year thereafter, Client agrees not to solicit or recruit for employment any resource engaged through Pellera or current employee of Pellera contacted in connection with this Agreement without Pellera's prior written consent. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Client from issuing solicitations which are directed to the general public in the ordinary course of business and which do not specifically target Pellera's employees.

13. FORCE MAJEURE. Neither Party will be liable for any loss, damage or delay resulting from any event beyond such Party's reasonable control (a "Force Majeure Event") and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure Event. Each Party will promptly notify the other upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

14. NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by certified mail or overnight courier, to the address for the recipient set forth in the preamble above or as otherwise updated by the Parties in writing. Notice shall be effective if personally delivered, upon delivery; if sent by certified mail or overnight courier, on the fifth (5th) business day after sending. Notices to Pellera shall be sent to the attention of Chief Legal Officer.

15. ASSIGNMENT. The rights and liabilities of the Parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be; provided that neither Party may assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, whose consent shall not be unreasonably delayed or withheld.

16. AFFILIATE SOWs. The Parties agree that Pellera Affiliates as identified in SOW(s) are hereby authorized to provide Services to Client pursuant to this Agreement. Such SOW(s) shall identify the applicable Affiliate responsible for performing Services for Client and shall be governed by and executed in accordance with the terms and conditions of this Agreement. By executing a SOW pursuant to this Agreement, the Pellera Affiliate agrees to comply with the terms of the Agreement. Client agrees that where a Pellera Affiliate enters into a SOW with Client, such SOW shall constitute a separate and distinct agreement and Client shall look solely to such Pellera Affiliate for performance of its obligations under the SOW.

17. EXPORT CONTROLS. Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and customers, and for certain prohibited end uses. Client shall secure all necessary clearance requirements, export and import licenses and exemptions, and make all proper filings required to maintain compliance with all such applicable laws.

18. DELIVERY; SUBCONTRACTORS; INDEPENDENT CONTRACTORS.

- a. All Services are delivered remotely, unless otherwise noted in the SOW, and may be delivered using resources that are located outside of the United States.
- b. Pellera may subcontract any Service or portion thereof detailed in a SOW to a third party subcontractor or Affiliate. Pellera shall be solely responsible for the engagement and management of subcontractors in the performance of its obligations. Pellera shall ensure that each



subcontractor or affiliate abides by the requirements of the applicable SOW and shall remain fully responsible for their performance. Client's execution of a SOW constitutes consent to Pellera's use of subcontractors to perform Services.

- c. Pellera is an independent contractor and shall not be deemed an employee or agent of Client. Neither Party shall have the right to bind the other Party to any agreement with a third party or to incur any obligation or liability on behalf of the other Party. Each Party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement, and each Party shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. Each Party assumes full responsibility for the acts of all its subcontractors.

19. **Dispute Resolution.** In the event of a dispute between the Parties related to this Agreement or a deliverable listed in a specific SOW under this Agreement, the Parties shall attempt to resolve the dispute amicably between the operations personnel of the Parties. Failing resolution at that level, the Parties shall refer the dispute to management who will meet, by phone or in person, to resolve the dispute. If after thirty (30) days following referral of the dispute to management the dispute remains unsettled, either Party may file legal action, subject to Section 14, above.

20. **No Waiver, Exclusive Remedies.** Upon a Party's breach or default hereunder, the other Party's failure, whether single or repeated, to exercise a right hereunder shall not be deemed to be a waiver of that right as to any future breach or default. Further, each Party agrees that the remedies set forth herein shall be the exclusive remedies available to each Party.

21. **Survival.** Sections 6 through 12; 14; 17; 19, and 21 shall survive any termination or expiration of this Agreement.

22. **Miscellaneous.** This Agreement, including any SOWs, contains the complete agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations and understandings. Any and all different or additional terms and conditions contained on Client's ordering instrument, whether printed or written, shall be of no force or effect. This Agreement shall be governed, construed, and enforced pursuant to the laws of the State of Washington. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

Accepted and agreed to by the Parties as of the above written Effective Date:

City of Medina

PC Specialists, Inc., d/b/a Technology Integration Group, a Pellera company

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Print Name

Name: _____
Print Name

Title: _____

Title: _____

Date: _____

Date: _____