

Master Services Agreement (MSA)

MSA V20250214



THIS MASTER SERVICE AGREEMENT ("MSA"), is between Yes NOVO, LLC, a Texas limited liability company (referred to as "we," "us," "our," "NOVO," or "Provider"), and City of Norman, Oklahoma (referred to as "you," "your," "Client," or "Customer"). Collectively, these two entities are "the Parties". The MSA, together with the agreements, relevant Statement of Works (SOWs) and Quotes, forms the Agreement between the Parties.

WHEREAS, Customer desires to engage Provider to perform Services and/or purchase or license certain Products as defined herein; and

WHEREAS, the Parties shall recognize their respective roles and responsibilities for technical, administrative and physical requirements to protect the confidentiality, integrity and availability of the data in accordance with all relevant laws, regulations and industry standards.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed to do as follows:

1. DEFINITIONS

Anniversary – The first day of the Renewal period.

Products - means hardware, software, and specially manufactured goods, which are present in the Statement of Work.

Project Services - apply to the delivery of Information Technology Services, support, consulting, and functions as further described in a SOW that may be proposed and approved by the Parties.

Quote – is the document, delivered electronically, to the Customer containing pricing, relevant terms, specifics of the proposal of Product(s), Services, Project Services, and/or Supplemental Services. In the event that specific Services, Project Services, and/or Supplemental Services have a different Term, that Term, as specified in the Quote, will supersede the one in this MSA.

Services – the services, other than Supplemental Services and/or Project Services, to be delivered by Provider and the fees for those Services, and the specific terms applicable to those Services are described in the Quote or in one or more SOW referencing this Agreement.

Statement of Work ("SOW") – is a separate document that contains the description and work requirements for the scope of work to be performed.

Supplemental Services - are limited, additional services and equipment requested by Client on a "one-off" or emergency basis that are not included within the scope of the Services described in a Quote or the applicable Service Attachments. Supplemental Services will be deemed approved if Client or Client Authorized Representative approves within one of the

Providers portals or systems, responds with approval via email or responds electronically with other means.

Term – the length of time associated with particular Services, Project Services, and/or Supplemental Services. In the event that the Term differs between the SOW and this Agreement, the SOW shall control. In the event that the SOW is silent as to the Term, this Agreement governs.

2. SERVICES AND PRODUCTS

Provider renders Information Technology ("IT"), Cyber Security and Compliance services that may include, but are not limited to, cloud migrations, IT infrastructure implementation, managed technology support, cybersecurity monitoring and remediation, compliance management, data processing, analytics, software implementation consulting and custom software development (collectively, the "Services"). Provider may also rent, lease, resell computer software and hardware (collectively, the "Products") to Client.

Assistance to Provider. Client agrees to designate at least one employee or agent of Client to serve as its authorized representative with respect to all matters pertaining to this Agreement and who shall have the authority to accept the Services and the Products on behalf of Client (the "Client Authorized Representative"). The Client Authorized Representative shall (i) respond promptly to any reasonable requests from Provider for instructions, information, or approvals required by Provider to provide the Services and Products, (ii) provide reasonable access to Client sites and other information and data required for the performance of the Services, and (iii) perform the responsibilities identified as being those of Client in the Additional Agreements.

Statement(s) of Work. Except as otherwise provided herein, Provider shall deliver to Client the Services and Products set forth in one or more Statements of Work to be issued by Provider and accepted by Client (each, a "Statement of Work"). All Statements of Work will be jointly executed by the Parties and shall be deemed issued and accepted only if executed by the Parties.

Change Order(s). If either Party desires to change, modify the Services and/or Project Services to be performed or Products offered under a particular Statement of Work, the requesting party shall request such changes or supplemental actions pursuant to a Change Order (each, a "Change Order"). Change Orders will be deemed approved if Client or Client Authorized Representative approves within one of the Providers portals or systems, responds with approval via email or responds electronically with other means. Any changes in scope made by Client, the Client Authorized Representative, or any of Client's personnel or contractors, including activities outside the control of the Parties, affecting the terms of this Agreement or any Statement of Work or Change Order, may result in a required change order that could include fees due by Client and schedule changes.

Product Terms & Conditions. NOVO reserves the right to amend, modify, or alter NOVO's Product Terms & conditions that can be located at <https://novoptc.yesnovo.com> at its sole discretion. Any such changes will be effective upon the publication of the revised version online. It is the responsibility of the parties to review the updated terms and conditions periodically.

Acceptable Use Policy. NOVO reserves the right to amend, modify, or alter NOVO's Acceptable Use Policy that can be located at <https://novaup.yesnovo.com> at its sole discretion. Any such changes will be effective upon the publication of the revised version online. It is the responsibility of the parties to review the updated terms and conditions periodically.

Improvements to Services. You hereby assign to Provider any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or your users relating to any proposed improvements of or modifications to the Services.

3. INVOICES AND PAYMENTS

In consideration for the Services and Products provided and the rights granted to Client under this Agreement, Client shall pay the fees associated with the Services and Products pursuant to this Section. Provider shall render invoices and provide payment terms and fee schedules based on the Services and Products identified in each of the Statements of Work or Quote.

Invoices submitted to Client shall show:

- Description of Services and Products provided during the Term.
- Client reference number, such as RFP, project, cost code or preferred substitute.
- Reimbursable Expenses, if applicable, itemized separately.

Client shall reimburse Provider for reasonable, out-of-pocket expenses incurred in the course of performing the Services (collectively, "Reimbursable Expenses"); provided, however, that such expenses shall be approved in advance by Client and appropriate documentation of such expenses must be provided in accordance with such policies. Unless otherwise provided in the Additional Agreements, Reimbursable Expenses will be billed as follows:

- *Travel/Drive Time: Will be billed at half the current hourly rates for the round trip, plus the current IRS mileage rate (or rental car rates).*
- *Air/hotel: Actual airfare and hotel (lowest fare available based on scheduling).*
- *Meals: Maximum daily meal allowance based on the US-GSA Per Diem Rates, or US Dept of State for international travel based on the date of incurred expense.*

If Client disputes an Invoice, Client shall timely pay the undisputed portion of the Invoice pursuant to this Section and promptly notify Provider in writing of the nature of the dispute as to the remainder (the "Notice"). The Parties will use commercially reasonable best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Provider of the Notice, Provider may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law. Any Invoice, or portion thereof, not disputed within (14) days of receipt will be considered accepted and approved by Client.

Payment for all Services and Products under this Agreement shall be due on receipt unless otherwise specified within the applicable Statement of Work or Change Order.

Any late payment by Client of any obligation under this Agreement shall incur a late penalty fee of fifty (\$50) dollars USD; and accrue interest on the unpaid principal balance of the invoice at a rate equal to one- and one-half percent (1.5%) per month, or the maximum amount allowed under applicable law, whichever is less. A return payment fee of twenty-five (\$25) dollars USD will be added to the Clients account for each return payment.

Provider shall bill for time in one-half (0.5) hour increments for all time-based Services.

Client shall be responsible for and shall pay, all applicable sales, use, excise, value-added and other taxes associated with Client's receipt of the Services and Products hereunder, excluding taxes on Provider's income. In the event any taxing

authority determines that a sales tax, other tax or assessment should have been imposed on any transaction under this Agreement, Provider shall have the right to recover those taxes from Client following such determination.

4. INDEPENDENT CONTRACTOR

The Parties acknowledge and agree that Provider and Client are, and always during this Agreement shall remain, independent contractors in relation to each other, and that neither Party nor its employees or other representatives are authorized to make any representations or any commitment on the other Party's behalf, unless previously authorized by such Party in writing. Each Party's obligations to the other hereunder are exclusively contractual in nature. Neither this Agreement nor the performance of Services shall, or be deemed to, create a partnership, joint venture, agency, fiduciary or employment relationship or any other legal relationship between the Parties. Provider's personnel shall not be deemed employees or agents of Client, and Provider has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation, and discharge of all of Provider's employees performing Services hereunder. Provider shall be responsible for all employment withholding or other tax liability of any kind or nature arising in respect of Provider's employees. For the avoidance of doubt, the selection of any Products or Services to be purchased from third parties, and the adequacy of such Products or Services for Client's needs, are management decisions that are made solely by Client.

5. TERM AND TERMINATION

Term of Agreement. Unless earlier terminated pursuant to the Sub-Section Termination, this Agreement shall remain in full force and effect from the date of Client execution until the completion of the Services under all Statements of Work Change Orders, and/or Quotes and shall automatically renew thereafter on a month-to-month basis for a total period not to exceed five (5) years from the date of execution. (collectively, the "Term").

Termination by Either Party for Convenience. Either Party may terminate this agreement upon thirty (30) days' prior written notice to the other party if there are no outstanding Statements of Work or Change Orders with differing provisions for term and termination from this agreement. Upon such termination, or upon expiration of this agreement or any additional agreement, Client shall promptly pay Provider all fees due, including approved reimbursable expenses incurred prior to the termination date.

CUSTOMER MAY CANCEL AN AUTOMATIC RENEWAL BY CONTACTING PROVIDER AT: <https://novortt.yesnovo.com>.

Termination by Provider for Cause. Provider may terminate this Agreement at any time upon the occurrence of any of the following events: (A) Client, or any of its employees or agents,

has utilized the services for an unauthorized purpose, including the unauthorized use by third parties, or for resale; (B) Client, or any of its employees or agents, has been abusive towards a Provider officer, employee, or a customer of Provider; or (C) Client has failed to pay Provider the fees pursuant to the section Invoices and Payments herein.

Termination by Either Party for Material Breach. In the event of a material breach of this Agreement by either Party (a "Defaulting Party"), the other party (the "Non-Defaulting Party") may give written notice thereof to the Defaulting Party ("Notice of Breach"), and if such material breach is not remedied in all material respects within thirty (30) days after Notice of Breach is given, then the Non-Defaulting Party may terminate this Agreement by providing written notice of termination to the Defaulting Party (the "Termination Notice"), and this Agreement, as well as the Services provided herein, shall terminate as of 11:59 PM Pacific Time, ten (10) days following the date of the Termination Notice, or such later date as may be specified in the Termination Notice. Termination by the Non-Defaulting Party shall not constitute a waiver by the Non-Defaulting Party of any other rights guaranteed to it under this Agreement or otherwise against the Defaulting Party. Client agrees that in the event of material breach of this Agreement by Client, all prior Services time charged at discounted rates or as non-billed time to Client will be re-adjusted and re-billed at Provider's current standard rate at the time of such material breach, and reflected in Provider's final invoice to Client (the "Final Invoice")

6. SOFTWARE LICENSING

Provider does not support unlicensed software and shall not be held liable for any damages resulting from Clients' non-compliant use of third-party software. Client represents that all installed software is either licensed or wholly owned, proprietary Intellectual Property. If Client's System contains any unlicensed software, Client shall notify Provider and work jointly to implement a remediation plan that ensures that Client's System is compliant.

Client understands and agrees that Client shall assume and pay all (i) software, licensing, and software renewal and upgrade costs and fees, (ii) third party vendor or manufacturer support or incident fees, (iii) software maintenance costs and fees, (iv) costs of equipment and parts, and (v) shipping and insurance charges.

IN NO EVENT SHALL PROVIDER ASSUME ANY RESPONSIBILITY FOR THE SELECTION, SUITABILITY OR FITNESS OF ANY SOFTWARE APPLICATIONS FOR ANY PARTICULAR PURPOSE. PROVIDER GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY COMPONENTS OR SOFTWARE, AND PROVIDER WILL NOT BE LIABLE FOR ANY FAILURE OF ANY THIRD-PARTY COMPONENT OR SOFTWARE TO PERFORM AS EXPECTED OR INTENDED.

7. POSTTERMINATION

Subject to section Confidential Information and upon the expiration or termination of this Agreement, Provider shall return to Client all materials and items furnished to Provider by Client hereunder; provided, Client has paid all amounts due to Provider, all materials and items developed by Provider in the performance of the Services under this Agreement

Sections Invoices and Payments; Termination sub-section Software Licensing Compliance; Representations and Warranties; LIMITATION OF LIABILITY; Indemnification; Intellectual Property; Confidential Information; Non-Solicitation; Dispute Resolution; Force Majeure; and Entire Agreement of this Agreement shall survive the expiration or termination of this Agreement for any and all reasons.

8. REPRESENTATIONS AND WARRANTIES

Provider represents and warrants that,

- i. The Services will not infringe any Intellectual Property Rights of third parties;
- ii. Making, using, selling, copying, publishing, distributing, preparing derivatives of, disclosing, and otherwise exploiting the Work Product and the Deliverables will not infringe Intellectual Property Rights of third parties;
- iii. Services provided will be performed in a good and workmanlike manner in accordance with industry standards; and
- iv. This Agreement (including without limitation the delivery of Services) does not knowingly violate any applicable law (including without limitation all licensing or permitting requirements) or breach any other Agreement to which Contractor is a party or bound.

Client represents and warrants that,

- i. Client, the Client Authorized Representative, and any of its personnel, agents, and contractors expeditiously cooperate with Provider while rendering the Services and Products described herein; and
- ii. Client Affiliates will fulfill its responsibilities, if any, as set forth in this Agreement and the applicable Statements of Work.

9. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF VIRUS OR MALWARE INFESTATIONS OR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPT WITH RESPECT TO THEIR INDEMNIFICATION OBLIGATIONS AND ANY ATTORNEYS' FEES AND COSTS THAT MAY BE AWARDED TO A PARTY PURSUANT TO THE SECTION DISPUTE RESOLUTION HEREOF, NEITHER PARTY'S LIABILITY, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, A STATEMENT OF WORK OR A CHANGE ORDER, SHALL (a) EXCEED THE PROFESSIONAL FEES PAID BY CLIENT TO PROVIDER PURSUANT TO THE STATEMENT OF WORK OUT OF WHICH THE LIABILITY AROSE, EXCEPT THAT PROVIDER SHALL BE ABLE TO CLAIM THE AMOUNT OF UNPAID FEES IN THE EVENT OF BREACH BY NON-PAYMENT, OR (b) INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR FAILURE TO PERFORM SERVICES OR FOR ACTS OF NEGLIGENCE OR FOR ANY OTHER CONDUCT WHATSOEVER, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Oklahoma Government Limitations. Notwithstanding the above, nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein. Client expressly adopts the limitations and exemptions of liability established by law applicable to governmental and political subdivisions. In no event shall Client's obligations under the terms of this Agreement exceed those as set forth under the Oklahoma Governmental Tort Claims Act, 51 Okla. Stat. § 151 et. seq., and any amendment or supplement thereto.

10. INDEMNIFICATION

To the extent permitted under applicable law, each party shall indemnify and hold harmless the other party and its affiliates, and their respective directors, officers, employees and agents of each (collectively, "Indemnitees"), from and against all losses, claims, demands, actions, fines, penalties, liabilities, judgments, damages, injuries, costs and expenses (including reasonable attorneys' fees) (collectively, the "Losses") arising out of or resulting from (a) bodily injury to or death of any person as a result of the performance of this

Agreement; or (b) damage to, or loss or destruction of, any real or tangible personal property, or (c) any claim, actual or alleged, brought by a third party against either Party to the extent such Losses arise from the gross negligence of willful misconduct of the Indemnifying Party.

Indemnification Procedures. In the event of a claim for indemnification under this Section, such indemnified Party shall: (a) give the indemnifying Party prompt written notice of any such claim (provided that the failure to provide such prompt written notice shall not relieve the indemnifying Party of its obligations under this Section, except to the extent the indemnifying Party has been prejudiced by the failure of the indemnified Party to promptly notify the indemnifying Party); (b) permit the indemnifying Party to solely defend or settle any such claim at its sole expense; provided, however, that (i) the indemnifying Party shall not enter into any settlement agreement that would result in any admission by the indemnified Party or liability by the indemnifying Party without the indemnifying Party's express prior written consent and (ii) the indemnifying Party may, at its election, participate in the defense of such claims through separate counsel at its own expense; and (c) provide the indemnified Party with reasonable assistance (at the expense of the indemnifying Party) in connection with the defense or settlement of any such claims.

11. INTELLECTUAL PROPERTY

All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, including internal memoranda prepared by Provider to substantiate the Services work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables"), except for any Confidential Information of Client or customer materials, shall be owned by Provider. Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

If applicable, testing criteria and procedures required for acceptance of the Services or Deliverables ("Acceptance") will be jointly agreed to by Provider and Client and will be specified in clear and conspicuous font within the applicable Statement of Work. If the Statement of Work does not state any Acceptance criteria or procedures, then Acceptance of Services and/or Deliverables under a Statement of Work shall be based on the earliest of material conformance of such

Services or Deliverables to their applicable specifications as agreed to by the parties, Client's use of the Services or Deliverables in a production environment or Client's failure to deliver written notice of non-conformance of such Services or Deliverables to Provider within ten (10) days of performance of the Services or delivery of the Deliverables to Client.

12. CONFIDENTIAL INFORMATION

During the term of this Agreement and for a period of two (2) years after the latter of (i) the termination of this Agreement, or (ii) the termination of the final Statement of Work, each party ("Receiving Party") acknowledges and agrees that it shall not use for any purpose other than performance of this Agreement, or disclose to anyone, other than its officers, employees or representatives with a need to know for purposes of this Agreement, any Confidential Information disclosed to the Receiving Party by the other party (the "Disclosing Party"). For purposes of this Agreement, the term "Confidential Information" shall be deemed to mean and include all such information, material and data of the Disclosing Party (i) labeled or designated in writing as confidential or proprietary, (ii) which the Receiving Party or its employees, agents or representatives are advised is proprietary or confidential or (iii) which, in view of the nature of such information and/or the circumstances of its disclosure the Receiving Party knows or reasonably should know is confidential or proprietary, and solely by way of illustration and not in limitation shall include the following: information relating to financial data, plans, forecasts, intellectual property, methodologies, algorithms, agreements, market intelligence, technical concepts, customer information, strategic analyses, internal developments, publications, accountings or any other activities conducted or planned by either party. The confidentiality obligations herein shall not apply to any such information (i) which is or becomes publicly known without any fault of or participation by the Receiving Party, (ii) was in Receiving Party's possession prior to the time it was received from Disclosing Party or came into Receiving Party's possession thereafter, in each case lawfully obtained from a source other than Disclosing Party and not subject to any obligation of confidentiality or restriction on use, or (iii) is required to be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event the Receiving Party shall notify the Disclosing Party of the requirement of disclosure before making such disclosure and shall comply with any protective order or other limitation on disclosure obtained by the Disclosing Party; or (iv) is independently developed by the Receiving Party by persons not having exposure to Disclosing Party's Confidential Information. The Receiving Party shall be permitted to use Confidential Information of the Disclosing Party in connection with any legal proceeding arising out of or in connection with this Agreement, provided the Receiving Party uses commercially reasonable efforts to disclose and/or file such Confidential Information under seal or to obtain a mutually agreed protective order governing the use and disclosure of such Confidential Information in the legal proceeding.

Ownership of Confidential Information. Confidential Information shall remain the exclusive property of the Disclosing Party and no patent, copyright, trademark, or other proprietary right is licensed, granted, or otherwise transferred by this Section or any disclosure of Confidential Information to the Receiving Party. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

Return or Destruction of Confidential Information. Receiving Party agrees to return to the Disclosing Party, or to destroy, all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the Disclosing Party or, if not requested earlier, upon completion of the Services pursuant to the applicable Statement of Work or termination of this Agreement. Upon return or destruction of Confidential Information or any copies thereof, the Receiving Party shall certify in writing to the Disclosing Party that such destruction has occurred. Notwithstanding the foregoing, Provider shall be permitted to retain a copy of Client's final Deliverables in Provider's Work Papers, subject to the continued applicability of and Provider's continued compliance with this Section.

Representations With Respect to Employees and Agents. Each party shall take such reasonable actions with its employees, contractors, and agents as each of the parties independently deems necessary to effectuate the intent of this provision and the confidentiality obligations imposed by this Agreement, including but not limited to advising each permitted employee to whom Confidential Information is disclosed of his/her obligations regarding confidentiality and non-use of such information. Receiving Party shall be fully responsible for any breach of this Section by its employees.

Injunctive Relief. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Section will cause the Disclosing Party irreparable damage for which remedies other than injunctive relief will be inadequate, and both parties agree that the Disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

13. DATA PROTECTION AND SAFEGUARDS

Provider shall (a) only use, store, disclose, or access data in accordance with, and only to the extent needed to provide services to Client; and in full compliance with any and all applicable laws, and regulations, and (b) implement controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to Client data. If Provider becomes aware that data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement, then the Provider shall (a) use reasonable efforts to immediately alert Client of any data breach, (b) take such action as may be necessary to preserve forensic evidence and eliminate the cause of the data breach,

(c) give highest priority to immediately correcting any data breach, (d) devote such resources as may be required to accomplish that goal, and (e) provide information necessary for Client to fully understand the nature and scope of the data breach.

14. NON-SOLICITATION

During the term of this Agreement and for six (6) months thereafter, neither Party shall solicit for employment, employ, or engage the services of any employee of the other Party who performed services on behalf of the other Party in connection with, or was otherwise involved in the performance of, this Agreement, a Statement of Work or a Change Order.

15. INSURANCE

Customer Obligations: Customer is self-insured, pursuant to Oklahoma State Statute, for worker's compensation, liability purposes and for most property and casualty damage to municipal property. The limits of such self-insured coverage meet or exceed the limits required by the State of Oklahoma for municipalities pursuant to 51 O.S. §154(A). Customer will continue to carry such coverages at all times during the Term.

Provider Obligations: Provider agrees to maintain during the Term, professional liability insurance with aggregate limits of at least One Million Dollars (US \$1,000,000). Customer's insurance shall be primary over Provider's insurance. Customer agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees.

16. DISPUTE RESOLUTION

If any dispute, other than a dispute involving a claim of breach under the Sections Confidential Information; Data Protection and Safeguards; or Non-Solicitation or a violation of a party's intellectual property rights, arises between the parties, the parties shall use their commercially reasonable best efforts to resolve the disputed matter. In the event the parties fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute as allowed by applicable law and regulation. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

This Agreement shall be governed by and construed in accordance with the laws of Oklahoma without regard to its conflicts of law principles.

17. FORCE MAJEURE

Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this Agreement, except payment obligations, if such delay or failure is caused, in whole or in part, by events,

occurrences or forces beyond the reasonable control and without the gross negligence or intentional misconduct of such party.

18. NOTICES

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as follows:

To Provider:

Yes NOVO, LLC

309 Lago Grande Trail

Wylie, TX 75098

legal@yesnovo.com

Attention: Dusty Ansley

Telephone: (469) 848-0050

To Client:

City of Norman, OK

313 N. Webster Ave

Norman, OK 73069

Tim.Powers@NormanOK.Gov

Attention: Tim Powers

Telephone: 405-366-5368

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

19. GENERAL

No Third-Party Beneficiaries

Except pursuant to the Section Representations and Warranties, the provisions of this Agreement are for the benefit of the parties and not for any other person.

Waivers and Amendments

No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect

any rights or remedies other than that to which the waiver is applicable and only for that occurrence. No provision of this Agreement or any Statement of Work or Change Order shall be deemed waived, amended, or modified by either party, unless such waiver, amendment or modification is in writing and signed by the Parties.

Headings

The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Severability

If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

Entire Agreement

This Agreement, including any applicable Statement of Works and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, proposals, and communications, oral or written, regarding such subject matter. Neither party has relied upon any such prior or contemporaneous communications.

Execution in Counterparts and Electronic Signatures

This agreement may be executed in separate counterparts, each of which will be deemed an original but, all of which together, will constitute one and the same instrument. The parties agree that this Agreement may be executed by providing an electronic signature of this Agreement under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq. and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person. Electronic signatures will be treated as acceptance of the Agreement. An executed copy of this Agreement will be retained by Provider in electronic record form and can be reproduced for Customer upon request.

Construction

The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

Compliance with Law

Each party shall act in strict compliance with all applicable laws, ordinances, regulations, and other requirements of all governmental authorities, including without limitation all applicable export laws and regulations, in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each party expressly agrees that it shall not, and shall cause its representatives to agree not to,

export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

PROVIDER:

YES NOVO, LLC

BY:

Dusty Ansley

Name: Dusty Ansley

Title: Principal

Date: 2-25-25

CLIENT:

BY:

Name:

Title:

Date:

Jamie Sturgis
2-25-25

