

MASTER SERVICE AGREEMENT

This Master Service Agreement ("**Agreement**") is entered into as of the date last executed above ("**Effective Date**") by and between Cloverleaf.me, Inc., a Delaware corporation having its principal place of business at 310 Culvert St, Suite 301, Cincinnati, OH 45202 ("**Cloverleaf**"), and City of San Diego, a California municipal corporation ("**Customer**"). Each of Cloverleaf and Customer may be referred to as a "**Party**," or together, the "**Parties**."

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of this Agreement.

1. "**Aggregated Statistics**" means aggregate and anonymized data and information related to Customer's use of the Service, including based upon Customer Data, that is used by Cloverleaf to compile statistical and performance information related to the provision and operation of the Service.
2. "**Customer Data**" means any information, data or content, in any format or medium, provided to Cloverleaf by Customer (including by its Users) through the Service including Self-Assessment Data.
3. "**Documentation**" means the written or online documentation (e.g., manuals, handbooks and guides) regarding the Service made available by Cloverleaf, and all modifications, updates, and upgrades thereto.
4. "**Order Form**" means the Cloverleaf Proposal for San Diego dated February 10, 2023, attached as Addendum B, which sets forth, setting forth pertinent details regarding the Subscription, including the number of licenses, the agreed pricing, and the term of each license. Any future Order Forms must be signed by the appropriate City representative prior to being effective, and will be incorporated herein by reference.
5. "**Self-Assessment Data**" means any information or data provided to Cloverleaf by a Customer's User through the Service as part of a self-assessment test.
6. "**Service**" means Cloverleaf's proprietary, Software-as-a-Service platform, including the Documentation and all software applications, databases, modules, source code, development tools, libraries and utilities that Cloverleaf uses, creates, and/or maintains in order to provide the Service to Customer, the modifications, updates, upgrades, and enhancements thereto that Cloverleaf makes on a periodic basis.
7. "**Subscription**" has the meaning ascribed to it in Section 2.1.
8. "**Subscription Term**" means the length of the Subscription set forth on the applicable Order Form.
9. "**Third Party Products**" means any third-party products, if any, provided through the Services that Customer chooses to use (e.g., self-assessment test provider products).
10. "**Users**" means individuals or entities that are authorized by Customer to use the Service under its account and on its behalf.

2. ACCESS TO AND USE OF SERVICES

1. Right to Access and Use the Service. Subject to the terms of this Agreement, Cloverleaf grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Subscription Term to access and use the Service described in the applicable Order Form for the quantity of Users and for the duration identified on the Order Form ("**Subscription**").
2. Restrictions. Customer will not (and will ensure its Users do not): (i) access the Service for any benchmarking, penetration testing or competitive purposes without Cloverleaf's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit or make the Service available to any third party, except to a third party that manages Customer's computing environment; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Service, or any of their components; (iv) use the Service, or provide information or

content, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any third party; or (v) use the Service, or display or share content through the Service, in a way that is discriminatory, harmful, fraudulent, deceptive or defamatory, that promotes or encourages violence, or otherwise violates any applicable laws (each, a “**Prohibited Use**”).

3. Suspension for a Prohibited Use. In addition to any other remedies as provided in this Agreement, Cloverleaf may temporarily suspend Customer’s and any User’s access to any portion or all of the Service upon occurrence of any Prohibited Use. Cloverleaf will use commercially reasonable efforts to: (i) provide written notice of any suspension to Customer; (ii) provide updates regarding resumption of access to the Service; and (iii) resume providing access to the Service as soon as reasonably possible after the event giving rise to the suspension is cured.
4. Third Party Products. Cloverleaf may from time to time make Third-Party Products available to Customer through the Service. Such Third-Party Products are subject to their own terms and conditions which will apply solely between Customer and such third party. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third Party Products. Cloverleaf agrees that it will not share such Third-Party Products in a manner that allows individual Users to accept or download any Third-Party Product, and Cloverleaf acknowledges that individual Users do not have any authority to make such decisions on behalf of Customer. Cloverleaf will only share Third-Party Products with Customer in a way that allows Customer as an organization to determine whether or not to install or use such Third-Party Products.
5. Aggregated Statistics. Cloverleaf may monitor Customer’s and its Users’ use of the Services and collect and compile Aggregated Statistics. Cloverleaf may compile Aggregated Statistics based on Customer Data. Cloverleaf may make Aggregated Statistics publicly available, and use Aggregated Statistics, as permitted under applicable law and provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information.

3. CLOVERLEAF OBLIGATIONS

1. General. Cloverleaf is responsible for providing the Service in conformance with this Agreement, the Order Form(s), and applicable Documentation. The Service will be hosted by Cloverleaf on its cloudbased infrastructure.
2. Availability. Subject to the terms of this Agreement, Cloverleaf will use commercially reasonable efforts to make the Service available.
3. Support. If Customer experiences any errors, bugs, or other issues in its use of the Service, then Customer may launch a support ticket by contacting Cloverleaf at: <https://cloverleaf.me/contact>. Cloverleaf will make commercially reasonable efforts to address support issues received within a reasonable period of time after receipt of Customer’s notice. The fee for Support is included in the cost of the Subscription set forth on the Order Form.

4. TERM AND TERMINATION

1. Term. The term of this Agreement will commence on the Effective Date and will continue for so long as there are active Subscriptions, unless otherwise terminated as provided in Section 4(2), below (“Term”).
2. Termination for Cause. Either Party may terminate this Agreement or any active Subscription for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of the 30-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.
3. Effect of Termination. If Customer terminates this Agreement or any active Subscription in accordance with Section 3.2, then Cloverleaf will provide a pro rata refund of any prepaid fees allocable to the remaining Term.

4. Survival. The following provisions will survive any expiration or termination of this Agreement: Sections 6; 8; 11; 12; and 13.

5. FEES AND PAYMENT

1. Fees. Customer will pay the fees for the Subscription set forth on the applicable Order Form. Following execution of the Order Form, Cloverleaf will submit an invoice to Customer for the Subscription, and payment will be due 30 days from receipt of an undisputed invoice unless otherwise set forth on the Order Form ("Due Date").
2. Overdue Charges. If any undisputed, invoiced amount is not received by Cloverleaf by the Due Date, then (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (ii) Cloverleaf may condition future Subscriptions on receipt of payment for previous Subscriptions and/or payment terms shorter than those specified on the previous Order Form.
3. Taxes. The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Cloverleaf (collectively, "Taxes") with respect to the Service provided to Customer. Unless Customer provides Cloverleaf with a valid exemption certificate, Customer is solely responsible for paying all Taxes associated with or arising from this Agreement and shall indemnify and/or reimburse Cloverleaf for all Taxes paid or payable by, demanded from, or assessed upon Cloverleaf.

6. CONFIDENTIALITY. [RESERVED.]

7. DATA PROTECTION

1. Customer Data. In connection with its use of the Service, Customer and its Users will transfer a limited amount of Customer Data (including Self-Assessment Data) to Cloverleaf for processing. Cloverleaf uses Customer Data exclusively for the purpose of providing the Service to Customer, and Customer grants Cloverleaf a limited license during the Subscription Term to use Customer Data to do so.
2. Security. Cloverleaf maintains industry-standard physical, technical, and administrative safeguards in order to protect Customer Data. Cloverleaf will process all Customer Data in accordance with the DPA.
3. No Access. Except for the Customer Data or as otherwise permitted under this Agreement, Cloverleaf does not (and will not) collect, process, store, or otherwise have access to any information or data, including personal information, about Users, Customer's network, or users of Customer's products or services.

8. OWNERSHIP

1. Cloverleaf Property. Cloverleaf owns and retains all right, title, and interest in and to the Service and any Aggregated Statistics. Additionally, Cloverleaf owns any feedback or suggestions provided by Customer to Cloverleaf with respect to the Service. Except for the limited license granted to Customer in Section 2.1, Cloverleaf does not by means of this Agreement or otherwise transfer any rights in the Service to Customer, and Customer will take no action inconsistent with the Cloverleaf's intellectual property rights in the Service.
2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means of this Agreement or otherwise transfer any rights in the Customer Data to Cloverleaf, except for the limited license set forth in Section 7.1.

9. REPRESENTATIONS AND WARRANTIES

1. Mutual Representations and Warranties. Each Party represents and warrants it has validly entered into this Agreement and has the legal power to do so.
2. Limited Warranty. Cloverleaf warrants that the Service (a) will conform with the Documentation, and (b) will be provided in a manner consistent with generally accepted industry standards.

3. Disclaimer. With the exception of the limited warranties set forth in this Section 9, the Service is provided “as is” to the fullest extent permitted by law. Cloverleaf and its licensors expressly disclaim all other warranties, express or implied, including warranties of performance, merchantability, fitness for any particular purposes, and non-infringement. Cloverleaf does not warrant that the Service (i) is error-free, (ii) will perform uninterrupted, or (iii) will meet Customer’s requirements. Cloverleaf expressly disclaims all warranties with respect to any Third Party Products.

10. INSURANCE

1. Cloverleaf will maintain the following insurance in full force and effect during the term of this Agreement:
2. Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
3. Workers’ Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease;
4. Umbrella liability insurance on an occurrence form, for limits of not less than \$1,000,000 per occurrence and in the aggregate; and
5. Technology Errors & Omissions and Cyber-risk on a claims-made form, for limits of not less than \$2,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service. Coverage will be maintained for a period of no less than three years following termination of this Agreement.
6. Insurance carriers will be rated A-VII or better by A.M. Best Provider. Cloverleaf’s coverage will be considered primary without right of contribution of Customer’s insurance policies. In no event will the foregoing coverage limits affect or limit in any manner Cloverleaf’s contractual liability for indemnification or any other liability of Cloverleaf under this Agreement.
7. Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
8. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CLOVERLEAF including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CLOVERLEAF’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
 2. Primary Coverage. For any claims related to this contract, CLOVERLEAF’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of CLOVERLEAF’s insurance and shall not contribute with it.
 3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.
 4. Waiver of Subrogation. CLOVERLEAF hereby grants to City a waiver of any right to subrogation which the Workers’ Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. CLOVERLEAF agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Verification of Coverage.** CLOVERLEAF shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CLOVERLEAF's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. INDEMNIFICATION

1. **By Cloverleaf.** Cloverleaf will indemnify, defend, and hold harmless Customer, its affiliates, and their respective owners, directors, officers, and employees (collectively, "**Customer Indemnitees**") from and against any claim, action, demand, suit or proceeding (each, a "**Claim**") made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Service infringes or misappropriates any United States or European Union patent, trademark, copyright, or any other intellectual property of such third party. Cloverleaf will pay any settlement of such Claim, or any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim. In connection with any Claim Customer will (i) give Cloverleaf prompt written notice of the Claim, and (ii) provide to Cloverleaf all reasonable assistance, at Cloverleaf' request and expense. If Customer's right to use the Service is, or in Cloverleaf' opinion is likely to be, enjoined as the result of a Claim, then Cloverleaf may, at Cloverleaf' sole option and expense procure for Customer the right to continue using the Service under the terms of this Agreement, or replace or modify the Service so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Service. If Cloverleaf determines that neither of the foregoing is commercially reasonable, then Cloverleaf may terminate this Agreement and refund to Customer any prepaid fees allocable to the remainder of the Subscription Term. Cloverleaf will have no indemnification obligations under this Section 11.1 to the extent that a Claim is based on or arises from: (a) use of the Service in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Service except as expressly authorized by Cloverleaf; or (c) the combination of the Service with any other software, product, or services (to the extent that the alleged infringement arises from such combination). This Section 11.1 sets forth Cloverleaf' sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

12. LIMITATIONS OF LIABILITY 1. NEITHER PARTY, NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR

REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

2. EACH PARTY AGREES THAT WITH THE EXCEPTION OF THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, AND CLOVERLEAF'S BREACH OF ITS SECURITY OBLIGATIONS UNDER SECTION 7.2, (TOGETHER, THE "**EXCLUDED CLAIMS**"), AND ABSENT GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE OTHER PARTY, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CLOVERLEAF UNDER THIS AGREEMENT IN THE PRIOR 12 MONTHS. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY. WITH RESPECT TO EXCLUDED CLAIMS, THE AMOUNT OF SUCH LIMIT WILL BE THREE TIMES THE TOTAL AMOUNT PAID BY CUSTOMER TO CLOVERLEAF UNDER THIS AGREEMENT.

13. MISCELLANEOUS


This Agreement, including all applicable Order Forms and Addendum A which is incorporated by this reference, is the entire agreement between Customer and Cloverleaf and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed by both Parties. Customer and Cloverleaf are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Cloverleaf. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of the State of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in San Diego, California. Any notice provided by one Party to the other under this Agreement will be in writing and sent by electronic mail to the email address listed on the signature page below. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither Party may assign this Agreement without the prior, written consent of the other Party, except that either Party may assign this Agreement without such consent to an affiliate, or in connection with an acquisition of the assigning Party or a sale of all or substantially all of its assets. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Cloverleaf.me, Inc.
Bidder

BY:


310 Culvert St. Suite 301
Street Address

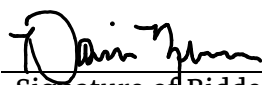
Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

Cincinnati
City

January 18, 2024
Date Signed

(855) 921-5323
Telephone No.

accounting@cloverleaf.me
E-Mail

BY:


Signature of Bidder's Authorized Representative

Darrin Murriner
Print Name

CEO
Title

Approved as to form this 26 day of

February, 2024.
MARA W. ELLIOTT, City Attorney

January 17, 2024
Date

BY: _____
Deputy City Attorney

ADDENDUM A: City of San Diego Contracting Requirements

1. **Cloverleaf Certifications of Compliance.** By signing this Agreement, Cloverleaf agrees and certifies that Cloverleaf is aware of, and will comply with, all the following requirements in performance of this Agreement:

1.1. Cloverleaf Certification for Americans with Disabilities Act (“ADA”) and State Access Laws and Regulations. Cloverleaf shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Cloverleaf shall comply with the most restrictive requirement (i.e., that which provides the most access). Cloverleaf also shall comply with the City of San Diego (City) ADA Compliance/City Contractors requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Cloverleaf warrants and certifies compliance with all Federal and State access laws and regulations and further certifies that all subcontracts relating to this Agreement will contain the subcontractor’s agreement to abide by the provisions of Council Policy 100-04 and all applicable Federal and State access laws and regulations.

1.2. Nondiscrimination. Cloverleaf shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Cloverleaf shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Cloverleaf understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

1.3. Compliance with City’s Equal Opportunity Contracting Program (“EOCP”). Cloverleaf shall comply with all EOCP requirements. Cloverleaf shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Cloverleaf shall provide equal opportunity in all employment practices. Cloverleaf shall ensure that its subcontractors comply with the EOCP. Nothing in this Section 1.2 shall be interpreted to hold Cloverleaf liable for any discriminatory practice of its subcontractors. Prior to commencing the performance of this Agreement, Cloverleaf shall contact the EOCP staff to determine compliance with all applicable rules and regulations.

1.3.1. Upon the City’s request, Cloverleaf agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Cloverleaf has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Cloverleaf for each subcontract or supply contract. Cloverleaf further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Nondiscrimination in Contracting Ordinance. Cloverleaf understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions.

1.4. Equal Benefits Ordinance Certification. Unless an exception applies, Cloverleaf shall comply with the “Equal Benefits Ordinance” codified in Chapter 2, Article 2, Division 43 of the

San Diego Municipal Code (“Municipal Code”). Failure to maintain equal benefits in the absence of an applicable exception is a material breach of the Agreement.

1.5. Equal Pay Ordinance. Unless an exception applies, Cloverleaf shall comply with the “Equal Pay Ordinance” codified in Chapter 2, Article 2, Division 48 of the Municipal Code. Cloverleaf shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of Cloverleaf to the same extent as it would apply to Cloverleaf. Cloverleaf shall require all its subcontractors, if any, to certify compliance with the Equal Pay Ordinance in written subcontracts.

1.6. Drug Free Workplace Certification. Cloverleaf shall comply with City’s Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.

1.7. Business Tax Certificate. Unless the City’s Treasurer determines in writing that Cloverleaf is exempt from the payment of business tax, Cloverleaf is required to obtain a City business tax certificate and provide a copy of such certificate to the City before commencing performance under this Agreement.

2. Product Endorsement/Publicity. Cloverleaf shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

3. Software Licensing. Cloverleaf represents and warrants that the software as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Cloverleaf further represents and warrants that all third party software, delivered to City or used by Cloverleaf in the performance of the Agreement, is fully licensed by the appropriate licensor.

4. City’s Right to Suspend for Convenience. City may suspend all or any portion of Cloverleaf’s performance under this Agreement at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days’ written notice to Cloverleaf of such suspension. City will pay to Cloverleaf a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Cloverleaf with written notice of the rescission, at which time Cloverleaf would be required to resume performance in compliance with the terms and provisions of this Agreement. Cloverleaf will be entitled to an extension of time to complete performance under the Agreement equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

5. City’s Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Agreement by giving thirty (30) days’ written notice of such termination to Cloverleaf. The termination of the Agreement shall be effective upon

receipt of the notice by Cloverleaf. After termination of all or any portion of the Agreement, Cloverleaf shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Cloverleaf's affected performance under the Agreement. After filing of documents and completion of performance, Cloverleaf shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Cloverleaf in performing this Agreement, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Cloverleaf discharges City of all of City's payment obligations and liabilities under this Agreement with regard to the affected performance.

6. **Public Records.** By Signing this Agreement, Cloverleaf agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If Cloverleaf submits information **clearly marked** confidential or proprietary, the City may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of Cloverleaf** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, Cloverleaf must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If Cloverleaf does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and Cloverleaf **will hold the City harmless** for release of this information.

It will be **Cloverleaf's obligation to defend**, at Cloverleaf's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at Cloverleaf's request. Furthermore, Cloverleaf shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Cloverleaf's request.

Nothing in this Agreement creates any obligation for the City to notify Cloverleaf or obtain Cloverleaf's approval or consent before releasing information subject to disclosure under the California Public Records Act.

7. **Effective Date.** The Agreement between the City and Cloverleaf is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Agreement is effective until it is

completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. The Agreement cannot exceed five (5) years unless approved by the City Council by ordinance.

8. **Conflicts Between Terms.** If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

9. **Records Retention and Examination.** Cloverleaf shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Agreement for five (5) years after receipt of final payment by City under this Agreement. Cloverleaf shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Cloverleaf shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Cloverleaf shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Agreement. Cloverleaf must include this provision in all subcontracts made in connection with this Agreement.

10. **Jurisdiction.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The City's use of the Services and this Agreement shall be governed in accordance with the laws of the State of California.

11. **Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Agreement Documents, City and Cloverleaf will use the order of precedence as set forth below. The document in highest order of precedence controls. The order of precedence from highest to lowest is as follows:

- 1st This Addendum A
- 2nd The MSA
- 3rd The Terms and Conditions of Service (<https://cloverleaf.me/terms>)
- 4th The Order Form

ADDENDUM B – ORDER FORM



CLOVERLEAF

Cloverleaf Proposal for San Diego

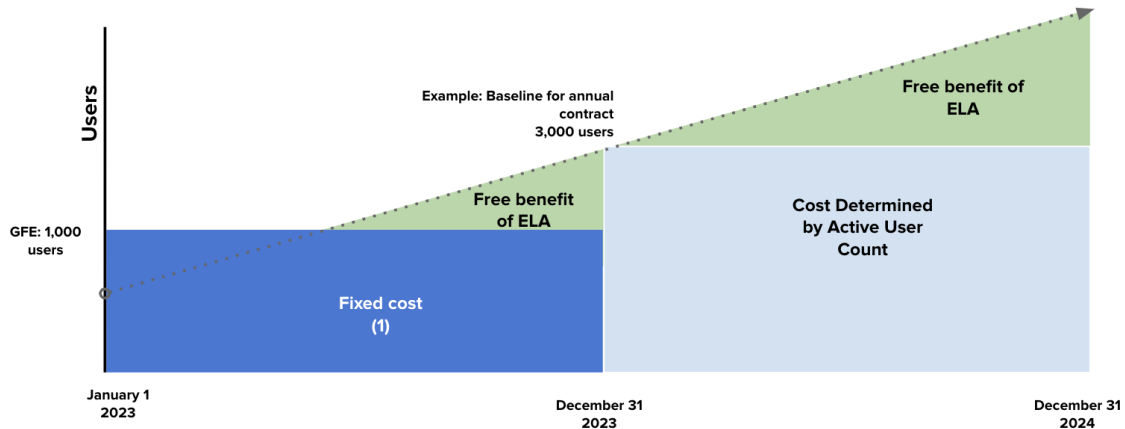
This sales proposal contains all details relevant to scope of work, pricing, and terms as requested by Tim Coyne, San Diego. Prepared by Brian Kuntz on 02 / 10 / 2023.

Enterprise License Agreement

Enterprise License Approach *For illustrative purposes only*

Overview:

- Cloverleaf ELA starts with a Good Faith Estimate (GFE) of users Customer expects each year
- Provides predictability of cost. No additional invoices across order term
- At 12 month anniversary date, total annual cost will be determined by the active users multiplied by the agreed cost per user



Cloverleaf Commitment:

- All users will have access to our behavioral (**16 Types, DISC, Enneagram**), strengths (**VIA, Strengthscope**) culture (**Culture Pulse, Motivating Values, Instinctive Drives**), productivity (**Energy Rhythm**) assessments
- Full PDF reports available for our 3 behavioral assessments
- Continuous coaching tip insights included (Communication Style, Work Style, Conflict Triggers, Development, General, Leadership, Motivation, Persuasion)
- Unlimited teams within platform
- Dedicated Customer Success Manager & Ongoing Technical support
- Integrations to Google for Business & Microsoft 365 for ongoing individual & team insights through email, calendar & MS Teams / Slack
- Instructor training resources & facilitation guides
- Candidate accounts included
- Single Sign On (SSO)

Customer Commitment:

Allow all Cloverleaf users to invite new members within the organization and create teams:

- **Invite New Members**
- **Create Teams**
- Directory (optional but encouraged)
- Discoverable Teams (optional but encouraged)

*Whitelist should be set to restrict specific orgs/partners into database (restricts users ability to invite other users outside their email domain)

User Licensing

Good Faith Estimate User Count	Term (in months)	Total Cost (agreed upon term)
100	12	\$13,200

Included at no additional cost: Onboarding includes Implementation and Configuration Support, Single Sign-On, Introductory Training, and a Dedicated Customer Success Manager

With GFE licensing agreement, client has unlimited expansion potential for usage beyond the initial GFE user count within contract term to gain further value and understanding of adoption within the organization.