MASTER SERVICE AGREEMENT

This Master Service Agreement (the "***Agreement***") is between City of Joplin, a Missouri Municipality ("***Customer***"), and RAVENii, L.L.C., a Missouri limited liability company ("***RAVENii***"). This Agreement is effective as of the date it is signed by the last to sign of Customer and RAVENii (the "***Effective Date***"). The purpose of this Agreement is to set forth the terms and conditions under which Customer will purchase professional services and related software and hardware from RAVENii.

1. **Definitions; Interpretation**.

1.1 Definitions. Capitalized terms used in this Agreement but not defined in context will have the following meanings.

(a) "Affiliate" of a party means a Person controlling, controlled by, or under common control with, that party, for so long as such control relationship exists.

(b) "Confidential Information" means all information (without regard to form), provided by or on behalf of a party (the "discloser") that is disclosed to or observed by or on behalf of the other party (the "recipient"), such information being (1) disclosed in written or other tangible form and plainly marked as "confidential," "proprietary," or the like, (2) disclosed in another manner, with written notice of the confidential or proprietary nature of such information being provided by the discloser to the recipient, or (3) of such nature that a reasonable person would believe it to be confidential and proprietary. Confidential Information includes copies, summaries and other derivatives of Confidential Information. Software, Services, RAVENii's pricing, and the terms of this Agreement are all considered Confidential Information of RAVENii.

(c) "Deliverable" means the work product or work of authorship resulting from RAVENii's performance of Professional Services and is specifically designated as a Deliverable in a Statement of Work. Products, Services, Documentation, Hardware, Tools and Third Party Software are not considered Deliverables.

(d) "Documentation" means user manuals and online help materials related to a Product that are contained in the Product or otherwise made available to Customer by RAVENii.

(e) "Hardware" means third party computers and handheld, mobile, wireless, or other devices and equipment, related documentation, accessories, parts, and upgrades procured by RAVENii and provided to Customer under a Statement of Work.

(f) "Product" means one of RAVENii's software programs, updates to the software program provided in connection with Support, modifications to the software program made by RAVENii, associated Documentation, and all copies of the foregoing. Services, Hardware, Third Party Software, and Deliverables are not considered Products.

(g) "Person" means an individual, a limited liability company, a corporation, a trust, a joint venture, a partnership, a governmental authority or other entity.

(h) "Professional Services" means security monitoring services, support infrastructure services, business and network planning and analysis, design, engineering, installation, integration, customization, systems management, training, security assessments, consulting, or other technical services performed by RAVENii or its Affiliates in accordance with a Statement of Work.

(i) "Statement of Work" means a document that is signed by a duly authorized representative of each party that contains (1) a description of the specific Products, Services, Hardware, Deliverables, and Third-Party Software to be provided by RAVENii, (2) the term during which the Services will be provided, (3) the fees and expenses to be paid by Customer to RAVENii and payment terms, and (4) any additional rights and obligations of the parties. Statement of Works will be substantially in the form of attached Exhibit A.

(j) "Services" means Support and Professional Services.

(k) "Software" means Products, Deliverables, Tools, and Third Party Software.

(l) "Support" means the support and maintenance services provided by RAVENii as described in a Statement of Work and provided in accordance with RAVENii's applicable published specifications, terms and conditions, in effect from time to time.

(m) "Third Party Software" means third-party software programs delivered to Customer by RAVENii as specified in a Statement of Work.

(n) "Tools" mean any diagnostics, test equipment or other items and related documentation used by RAVENii in the performance of Services.

1.2 Interpretation. References to sections, exhibits, and schedules are to sections, exhibits and schedules to, this Agreement. The words "include" and "including" are to be read as if they were followed by the phrase "without limitation". A reference to an agreement means that agreement, as amended and supplemented from time to time, subject to restrictions on amendment or supplementation contained in that agreement. The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

2. **Master Agreement**.

2.1 Statement of Works. This Agreement creates a set of agreed-upon terms and conditions under which the parties may enter into separate Statement of Works. All Statement of Works that are entered into under this Agreement will be governed by the terms of this Agreement and are made a part of, and incorporated into this Agreement. In the event of a conflict between a Statement of Work and this Agreement, the terms of this Agreement will control. Each Statement of Work must be signed by both parties and must state that it is made pursuant to this Agreement.

2.2 Affiliates. Customer's Affiliates that are controlled, directly or indirectly, by Customer ("***Controlled Affiliates***") may use Software and Services on the same terms as Customer. References to Customer in this Agreement include Controlled Affiliates using

Software and Services. Customer guarantees its Controlled Affiliates' compliance with the terms of this Agreement. A Customer Affiliate that is not controlled by Customer may use such items only if it becomes a signatory to this Agreement. Customer Affiliates that have signed this Agreement may acquire Software and Services directly from RAVENii by signing a mutually acceptable Statement of Work.

2.3 Delivery. RAVENii will deliver any Software and Hardware by arranging shipping to the address specified in the applicable Statement of Work. Transportation and handling charges are payable by Customer and will be specified in an RAVENii invoice unless otherwise specified in a Statement of Work. RAVENii may elect in its sole discretion to deliver Software by enabling electronic transmission to, or electronic access or download by Customer.

2.4 Electronic File Transfers. The parties will set forth the details of the electronic transfer of any data files between the parties in connection with the performance of Services in the applicable Statement of Work. In connection with such file transfers, each party agrees to comply with the security requirements specified in the applicable Statement of Work, and to use commercially reasonable efforts to safeguard data belonging to the other party that is in its possession or control.

2.5 Changes; Change Orders. Except as set forth in a Statement of Work, changes to the scope or manner of the provision of Services (each a "***Change***") must be set forth in a writing (a "***Change Order***"), clearly identifying the Change and the impact of the Change on the Services and Software, the schedule and the pricing identified in the Statement of Work, and must be signed by authorized representatives of both parties. Once agreed upon by the parties, a Change Order will be incorporated into and become a part of the applicable Statement of Work.

3. **Customer Responsibilities**.

3.1 Dependencies. Customer shall cooperate with RAVENii in the performance of the Services, such cooperation to include the provision of sufficient, free and timely access to Customer's facilities, data, information and personnel and recovery of any Tools by RAVENii. Customer shall fully and timely comply with the general obligations specified in this Agreement and any specific Customer obligations described in the relevant Statement of Work. Customer acknowledges that RAVENii's ability to deliver Services is dependent upon Customer's full and timely cooperation with RAVENii, as well as the accuracy and completeness of any information Customer provides. If Customer fails to comply with its obligations or otherwise cooperate with RAVENii in the performance of the Services, or if the information provided by Customer is not complete and accurate, then RAVENii may unilaterally make appropriate schedule and pricing adjustments to the Services identified in the affected Statement of Work.

3.2 Advice. Customer acknowledges and agrees that the Professional Services provided by RAVENii may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations are the sole responsibility of, and will be made by, Customer.

4. **RAVENii's Personnel**.

4.1 Compliance with Applicable Laws. In performing the Services, RAVENii will comply and will cause all RAVENii personnel to comply, with all laws, ordinances, rules and regulations applicable to RAVENii's performance of the Services.

4.2 Personnel On Site. If any portion of the Services will be performed at Customer's premises, RAVENii's personnel will comply with Customer's site rules at all times while on Customer's premises. Customer will provide RAVENii with a copy of its then-current site rules.

4.3 Access to Customer's Computer Systems. This Section will apply to the extent RAVENii will have direct or remote access to any part of Customer's computer systems in the course of performing Services.

(a) RAVENii and its personnel will use such access solely to perform the Services, and will not attempt to access any Customer system, electronic file, software or other electronic service except as specifically required to perform the Services. RAVENii will limit access to Customer's computer systems to those of its personnel who require such access in order to perform the Services, and will provide Customer with a list of the names of all such individuals and the phone number at which the individual may be reached while connected to Customer's system.

(b) If Customer revises the requirements for access to its computer system, RAVENii will be promptly notified of the changed or additional requirements and will comply with them as a prerequisite to further access.

(c) RAVENii understands and agrees that: (1) any access by RAVENii personnel to Customer's live environment is subject to monitoring by Customer; (2) RAVENii personnel will make no change to any Customer system without Customer's prior approval for the specific change; and (3) all user identification numbers and passwords disclosed to RAVENii and any information obtained by RAVENii as a result of RAVENii's access to or use of Customer's computer and electronic storage systems will be considered Confidential Information of Customer. RAVENii will cooperate fully with Customer in the investigation of any apparent unauthorized access to Customer's computer or electronic data storage systems by RAVENii or its personnel.

(d) RAVENii agrees to use only a remote access method approved by Customer. The remote access connection to the Customer's network will be through the use of the secure VPN tunnel utilizing industry standard security practices.

(e) Customer acknowledges and agrees that the Services may include simulated, attempted and/or actual security breaches to Customer's computer systems.

5. **Compensation**.

5.1 Fees. Each Statement of Work will specify all fees that Customer will pay RAVENii for the Services rendered pursuant to that Statement of Work. Fees for Services set forth in a Statement of Work with a term in excess of 12 months are subject to annual review and increase by RAVENii. In addition, Customer agrees to pay the fees applicable for any change in service level, Software activation or usage beyond the authorized type or level of usage set forth in a Statement of Work.

5.2 Expenses. Unless otherwise set forth in a Statement of Work, Customer will reimburse RAVENii for all reasonable out-of-pocket expenses incurred in the performance of the Services, such as travel, meals, and lodging. Customer shall also pay RAVENii's standard and applicable administration fees.

5.3 Taxes. All fees and other charges specified in Statement of Works are exclusive of, and Customer will pay, all taxes, customs or other duties, levies or fees, or other similar charges imposed on RAVENii or on the Customer by any taxing authority (other than taxes imposed on RAVENii's income) related to delivery of Software, Services, and Hardware as specified in a Statement of Work, unless Customer has provided RAVENii with an appropriate resale or exemption certificate.

5.4 Invoices.

(a) Unless otherwise provided in a Statement of Work, RAVENii will invoice Customer on a monthly basis for Services performed during the prior month for which the invoice is provided. Certain ongoing Services, such as Assessments, Consulting or Support, may be invoiced in advance of the performance of such Services. Each RAVENii invoice will include an invoice number, Customer's purchase order number or department number, the time period covered by the invoice, the fees incurred during the relevant time period, the amount of any applicable tax, and sufficient detail to allow Customer to determine the accuracy of the invoice.

(b) Invoices are payable upon receipt of invoice. If RAVENii's invoices remain unpaid in excess of thirty (30) days after the invoice date, such unpaid invoices will bear interest at a rate of 1.5% per month or, if lower, the maximum amount allowed by law. In addition, if Customer fails to pay any undisputed amount when due, including interest on unpaid invoices, after being provided with written notice and an opportunity to cure, then RAVENii may immediately cease performing Services under this Agreement and any Statement of Work.

(c) Customer shall notify RAVENii of any item on an RAVENii invoice with which it has a dispute no later than ten (10) days after the invoice date, or such invoice will be presumed to be correct. The parties agree to act reasonably to resolve any disputed items, and if unable resolve any disputed item within thirty (30) days of Customer's notice, the parties will resolve the dispute using the procedure set forth in Section 17.

6. **General Warranty Terms**.

6.1 Express Warranties. RAVENii's express, limited warranty statements for Products, Services, and Deliverables are contained in their respective sections of this Agreement.

6.2 Warranty and Support Exclusions. RAVENii's warranties and Support obligations will not apply to any claims resulting from (i) any non-conformance that RAVENii cannot recreate after exercising reasonable efforts in an attempt to do so; (ii) misuse or use of a Product, Service, or Deliverable in a manner not contemplated by its Documentation; (iii) a modification made by any party other than RAVENii; (iv) Customer's use of a Product, Service, or Deliverable in combination with software or hardware not provided by RAVENii or specified as compatible by RAVENii; (v) Customer's failure to promptly implement new releases made available by RAVENii or to follow RAVENii instructions in their implementation; or (vi) a virus or similar malicious code not introduced by RAVENii.

6.3 Third Party Software and Hardware. RAVENii provides Third Party Software (including software licensed without fee or charge, also referred to as freeware or open source),

and Hardware "AS IS" without warranties or indemnities of any kind, although the original manufacturers or third party suppliers of such items may provide their own warranties or indemnities. To the extent permissible, RAVENii will pass through to Customer any available warranties and indemnities that are not provided directly to Customer.

6.4 Disclaimer. THE EXPRESS WARRANTIES AND ANY ASSOCIATED EXCLUSIVE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. RAVENii MAKES NO OTHER WARRANTY. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. **Software Terms**.

7.1 License Grant.

(a) Subject to the terms of this Agreement, RAVENii grants Customer a non-exclusive, non-transferable, license to use the Products and Deliverables specified in a Statement of Work. To the extent Software is furnished for use with designated Hardware, RAVENii grants Customer a non-exclusive, non-transferable, license to use the Products and Deliverables only on such designated Hardware.

(b) Customer may (i) make a copy of Products and Deliverables to be used solely for archival and disaster recovery purposes; however, such copy must be kept in a secure location and contain the copyright and other proprietary notices contained in the original; (ii) make copies of Documentation as reasonably necessary to support its authorized users in their use of Products; and (iii) use any training course materials provided by RAVENii for training authorized users in their use of Products.

(c) Unless expressly provided otherwise in this Agreement, Customer shall not sublicense, resell, lease, rent, copy, or distribute Software or Services or operate a software service bureau, outsourcing, time-sharing, application service provider, or similar business using them or otherwise use them for the benefit of another party. Customer shall not exceed the authorized usage levels (e.g., the number of server or desktop copies, number of concurrent users, number of "seats") or other numeric restrictions or authorizations specified in a Statement of Work and paid for by Customer. Customer acknowledges that RAVENii may monitor Customer's compliance with authorized usage levels and other use restrictions by remote polling or other reasonable means.

(d) Customer shall not modify, reverse engineer, disassemble, decrypt, decompile, create a patent based on, make derivative works of, or attempt to discover or modify in any way the underlying source code of Software and Services.

(e) All licenses granted under this Agreement are temporary until Customer has paid all applicable fees. The licenses may be canceled by RAVENii if the fees are not paid in accordance with the terms of the Statement of Work.

7.2 Scope of Licenses and Use of Products by Service Providers. The licenses granted to Customer apply solely to the executable (i.e., object code) form of the Products and, if applicable, the Deliverables and solely to Customer's use of the Products and Deliverables for

its own internal business purposes. If Customer contracts with another Person for Product implementation, customization, consulting, or outsourcing services, that Person may use the Products and Deliverables as licensed under this Agreement solely for purposes of providing such services; however, the Person must be authorized by RAVENii to provide such services or RAVENii must grant written approval of the Person and the services in advance. Customer is responsible for all other Persons' compliance with the terms of this Agreement.

7.3 Third Party Software. Third Party Software is licensed to Customer under the terms of the license agreement accompanying the Third Party Software or the Statement of Work. If no license agreement accompanies the Third Party Software or the Statement of Work, then RAVENii grants Customer a nonexclusive, nontransferable, personal license to use the Third Party Software identified in a Statement of Work for its own internal business purposes only. This license for Third Party Software is subject to all the limitations and restrictions applicable to Products. (Software provided under any open source licensing model is governed solely by such open source licensing terms which will prevail over this Agreement.)

7.4 Acceptance. Customer accepts Products and Third Party Software upon delivery.

7.5 U.S. Federal Government Use. If Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation, and technical data for commercial items are licensed under RAVENii's standard commercial license.

7.6 Product Warranty.

(a) RAVENii warrants that each Product will materially conform to its Documentation. RAVENii does not warrant that the operation of Products will be uninterrupted or error free, will meet Customer requirements, or will be compatible with other software products except for compatibility committed in Product Documentation or expressly set forth in a Statement of Work.

(b) If notified in writing of a valid warranty claim for a Product during the term of this Agreement, RAVENii will, at its option, use commercially reasonable efforts to correct the defect at RAVENii's facilities or replace the Product. If RAVENii is unable, within a reasonable period of time, to provide a correction or replace the Product with a functionally equivalent substitute, RAVENii will notify Customer and Customer will be entitled to a refund of the purchase price paid for the affected Product licenses and a refund of unused Support, if any, upon prompt return of the Product and all copies of it to RAVENii. Upon return of the Product all licenses to the Product will be deemed cancelled. This Section states RAVENii's entire liability for Product warranty claims.

7.7 Third Party Beneficiary. RAVENii's licensors are third party beneficiaries of this Section.

8. **Support Terms**.

8.1 Support. If Customer has executed a Statement of Work under which Support is to be provided and has paid applicable Support fees, then RAVENii will:

(a) in response to reports from Customer that a Product does not conform in material respects with its Documentation, exercise commercially reasonable efforts to reproduce and remedy the nonconformance. RAVENii will address each nonconformance with an effort that is commensurate with the severity of the error;

(b) make available to Customer new releases of Products made generally available to RAVENii's other customers, provided, however, that RAVENii reserves that right to charge additional license fees for new releases of Products that provide substantial new functionality or that incorporate new third party components that require RAVENii to pay fees to the third party provider;

(c) during RAVENii's standard support hours, make technical support personnel available to answer operational questions and to accept reports of Product problems;

(d) in the event RAVENii intends to withdraw support for a Product, notify Customer at least twelve (12) months in advance; and

(e) provide the foregoing Support for the most current version of each Product and the immediately preceding version.

8.2 Customer Support Obligations. Customer agrees to:

(a) obtain adequate training for its personnel that will act as RAVENii's points of contact for Support and to work on Product implementation and upgrades;

(b) consult Product Documentation before reporting Product problems;

(c) install and maintain any hardware, Tools and other software necessary to permit RAVENii to access Customer's system remotely for the purposes of problem diagnosis, delivery of corrections, and to monitor compliance;

(d) allow RAVENii access to and use of Customer information, data and facilities required for RAVENii to perform Support; and

(e) maintain, and provide to RAVENii if necessary to provide Support, adequate and current back-up copies of Software, data, and configuration information.

8.3 Support Warranty; Exclusive Remedy. RAVENii warrants that its personnel will use a reasonable level of care and skill in performing Support. RAVENii will re-perform Support not performed in accordance with this warranty. This section states RAVENii's entire liability for Support warranty claims.

9. **Professional Services Terms**.

9.1 Professional Services. RAVENii will perform the Professional Services and provide the Deliverables specified in a Statement of Work.

9.2 Customer Materials Required to Perform Professional Services. If Customer provides RAVENii any of its own or a third party's materials for use by RAVENii in the performance of Professional Services, then Customer grants RAVENii a non-exclusive, royalty-free right and license (or sublicense) to use such materials to the extent necessary for RAVENii to perform its obligations.

9.3 Scheduling. In the event Customer schedules Professional Services to be performed by RAVENii at Customer's site and Customer cancels the Services on less than five (5) business days' notice to RAVENii, Customer will pay RAVENii for eight (8) hours of time for each RAVENii consultant scheduled to be on Customer's site for each day they were scheduled to be on site up to a maximum of three (3) days per consultant.

9.4 Acceptance. Acceptance of Professional Services will occur upon RAVENii's performance of the Professional Services. Acceptance of Deliverables will occur upon RAVENii's delivery of the Deliverable unless the applicable Statement of Work indicates that acceptance testing is required.

9.5 Professional Services Warranty. RAVENii warrants for the term of this Agreement that its personnel will use a reasonable level of care and skill in performing the Professional Services, and that the Services will be performed in a professional manner, by qualified personnel, in accordance with the terms of this Agreement, the relevant Statement of Work and applicable industry standards.

9.6 Deliverables Warranty. RAVENii warrants for the term of this Agreement that the Deliverables will substantially conform to relevant acceptance criteria for each Deliverable; however, if no acceptance criteria apply, RAVENii warrants for the term of this Agreement that the Deliverable will substantially conform to the description of the Deliverable set forth in the applicable Statement of Work.

9.7 Exclusive Remedies. If Professional Services or Deliverables are not provided in accordance with the terms of the RAVENii warranty and Customer notifies RAVENii in writing during the term of this Agreement, RAVENii will attempt to correct any non-conformance confirmed by RAVENii within a reasonable period of time by re-performing the Professional Service or correcting the Deliverable. Customer will provide RAVENii with sufficient information to permit RAVENii to confirm the non-conformance and will provide assistance and cooperation as reasonably requested by RAVENii to permit RAVENii to make required corrections. If RAVENii is unable to comply with the foregoing obligations, RAVENii will refund a reasonable portion of the fees paid by Customer for the Professional Services or the Deliverable to compensate Customer for the deficiency in the Professional Services or Deliverable. If all the fees paid for a Deliverable are refunded by RAVENii, Customer will promptly return the Deliverable to RAVENii. This section states RAVENii's entire liability for warranty claims relating to Professional Services and Deliverables.

9.8 Service and Deliverable Warranty Exclusions. RAVENii will not be responsible for a breach of warranty that would not have occurred but for (i) changes to a Deliverable that were implemented by someone other than RAVENii, (ii) changes to or errors in software or hardware with which the Deliverable operates or interfaces, or on which the Deliverable or Professional Services otherwise rely (excluding RAVENii Products), or (iii) improper use of a Deliverable.

10. **Hardware Terms**.

10.1 Title. RAVENii will transfer title to Hardware to Customer upon receipt of Customer's payment of all the amounts due.

10.2 Risk of Loss. RAVENii bears the risk of loss or damage to Hardware until delivery to the address specified in a Statement of Work.

10.3 No Warranty. The original manufacturers of Hardware may provide their own warranties. RAVENii will transfer title to all Hardware to Customer, and shall assign or cause to be assigned to Customer any transferable manufacturer's warranty, including any design or engineering warranties, which it has received on any Hardware provided under this Agreement upon receipt of Customer's payment of all the amounts due. With respect to any claimed defect in a Third Party Product, Customer shall look solely to the manufacturer for resolution; however, RAVENii will assist Customer in resolving any claimed defect.

11. **Term and Termination**.

11.1 Term. The initial term of this Agreement begins on the Effective Date, and will continue until the first year anniversary of the Effective Date, unless earlier terminated under this Section 11. The term of this Agreement will be thereafter automatically be renewed for additional 1-year periods, each referred to herein as a “Renewal Term”. Each Statement of Work will take effect when signed by both parties, and will continue in effect for the term set forth in the Statement of Work or upon completion of the project described in the Statement of Work, unless earlier terminated under this Section 11.

11.2 Termination of Statement of Work for Convenience. Either party may terminate this Agreement or any Statement of Work, without cause, by providing the other party with written notice of termination at least thirty (30) days prior to the effective date of such termination.

11.3 Termination for Material Breach. A party may terminate this Agreement or any Statement of Work by the delivery of written notice to the other party if the other party materially breaches this Agreement or a Statement of Work and does not cure the breach, if curable, to the reasonable satisfaction of the non-breaching party no later than ten (10) days after the non-breaching party delivers the written breach notice to the breaching party.

11.4 Effect of Termination.

(a) If this Agreement is terminated, then all Statement of Works signed prior to termination of this Agreement will also terminate. Termination of a Statement of Work will not terminate this Agreement, and the parties will remain free to enter into any future Statement of Work pursuant to this Agreement. Customer's payment obligations under all Statement of Works will survive termination for any reason (subject, in the case of Customer's termination of this Agreement for cause as a result of material breach by RAVENii, to Customer's remedies against RAVENii as provided in this Agreement). After this Agreement or a Statement of Work terminates or expires, the terms of that Statement of Work (including those of this Agreement) that expressly or by their nature contemplate performance after the Statement of Work terminates or expires will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting Confidential Information and requiring indemnification, each, by their nature, contemplates performance or observance after this Agreement or a Statement of Work expires or terminates.

(b) If RAVENii or Customer elects to terminate a Statement of Work under Section 11.2, RAVENii will refund to Customer the unearned portion of any fees paid in advance by Customer in connection with the terminated Statement of Work.

(c) All items furnished by Customer to RAVENii in connection with RAVENii's performance of the Services will remain the property of Customer unless otherwise expressly stated in this Agreement or the relevant Statement of Work. Upon termination of a Statement of Work for any reason (or when items are no longer needed by RAVENii for the performance of the Services, if earlier), RAVENii will promptly return the Customer property to Customer or, at Customer's option, allow Customer to retrieve it.

12. **Intellectual Property Rights**.

12.1 Ownership of Products, Services, and Deliverables. Products and Deliverables are licensed for Customer's use under the Software Terms section of this Agreement. These items are not sold to Customer. RAVENii retains exclusive ownership of all Products, Services, and Deliverables and all intellectual property rights, title and interest in them, and in any ideas, concepts, know how, documentation, or techniques developed or learned by RAVENii under this Agreement. Deliverables are NOT considered works made for hire owned by Customer. All rights not expressly granted to Customer are reserved by RAVENii and there are no implied licenses. RAVENii either owns all right, title and interest to, or has the right to license, the Products.

12.2 Third-Party Software. Third Party Software belongs exclusively to its providers and is licensed to Customer as provided under the Software Terms section of this Agreement. Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in their software in the event of any infringement.

12.3 Suggestions. If Customer suggests any new features, functionality, or improvements for Products, Services, or Deliverables they will become the sole and exclusive property of RAVENii and not subject to any confidentiality restrictions on RAVENii.

12.4 Restricted Use. Software, Services, and Hardware are not designed or intended for use in the planning, construction, maintenance, or operation of a nuclear facility, petroleum processing facility, or other high-risk operation. Customer is solely liable if any items purchased by Customer are used for these applications and will indemnify and hold RAVENii harmless from all loss, damage, expense, or liability in connection with such use.

13. **Confidential Information; Restrictive Covenants**.

13.1 Ownership. The discloser's disclosure of Confidential Information to the recipient under this Agreement does not confer upon the recipient any license, interest or rights of any kind, in or to the discloser's Confidential Information, other than the right to use such Confidential Information for the sole purpose of exercising its rights and performing its obligations under this Agreement.

13.2 Restrictions on Use and Disclosure.

(a) During the term of this Agreement and thereafter, the recipient shall hold the discloser's Confidential Information in strict confidence. During the term of this Agreement and thereafter, the recipient shall not: (i) use the discloser's Confidential

Information for any purpose other than to exercise its rights and perform its obligations under this Agreement; (ii) disclose the discloser's Confidential Information to any Person (other than to the recipient's employees or independent contractors who are bound by a written agreement containing a nondisclosure obligation comparable in scope to this Section); or (iii) copy, in whole or in part, the discloser's Confidential Information except as authorized in writing by the discloser.

(b) Confidential Information does not include, and this Section does not apply to, any information that (i) is or becomes generally available to the public other than as a result of a disclosure by recipient in breach of this Agreement, (ii) was available to recipient on a non-confidential basis prior to its disclosure by discloser from a Person who was not known by recipient to be otherwise bound by a confidentiality agreement with the discloser, or otherwise under an obligation to discloser not to transmit the information to recipient, or (iii) the discloser agrees in writing is free of such restrictions

(c) The recipient will be responsible for any unauthorized disclosure or use of the discloser's Confidential Information by any of the recipient's employees or independent contractors, and shall indemnify the discloser for any damages arising out of such unauthorized disclosure or use.

13.3 Disclosure Required by Applicable Law. This Section is not to be construed as prohibiting the disclosure of the discloser's Confidential Information to the extent that such disclosure is necessary to enforce a party's rights under this Agreement or as required by applicable law. However, the recipient must first have given written notice of the required disclosure to the discloser as soon as practicable in order to afford the discloser an opportunity to obtain a protective order or waive compliance with this Section. If the discloser waives compliance, or otherwise, the recipient will disclose only that portion of the discloser's Confidential Information the recipient is legally required to disclose as advised by legal counsel. Additionally, the recipient will make, at the discloser's request and cost, a reasonable effort to obtain a protective order or assist the discloser in opposing or limiting any such disclosure.

13.4 Injunctive Relief. The recipient acknowledges that its breach or threatened breach of the obligations set forth in this Section would cause the discloser irreparable injury for which the discloser would not have an adequate remedy at law. In the event of the recipient's breach or threatened breach, the discloser will be entitled to seek injunctive relief, in addition to any other remedies the discloser may have at law or in equity.

13.5 Return of Confidential Information. Upon any expiration or earlier termination of this Agreement, the recipient will, at the request of the discloser, return to the discloser, at the recipient's expense, all of the discloser's Confidential Information and any other documents, equipment, computer files, software and any other item, in any medium, received from the discloser and will provide the discloser with written certification of its compliance with this Section upon written request by the discloser.

13.6 Non-solicitation of Employees. For a period of one (1) year following the completion of all Services under this Agreement, neither party may, directly or indirectly, induce, attempt to employ, interfere with, or enter into any contract or other arrangement with, any employee of the other party (or an Affiliate of the other party) to whom the party was introduced as a result of this Agreement, unless the employee has not been employed by the employing party for at least six (6) months. However, this Section does not prohibit a party from conducting generalized searches for employees (and hiring those employees who respond to

generalized searches) through the use of advertisements in the media or search firms, if the other party's employees are not specifically targeted by such searches. If this Section is breached by the hiring of an employee of Customer or RAVENii, or their affiliates, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual.

14. **Insurance**. RAVENii agrees to obtain such insurance as it deems necessary and/or appropriate for the Services to be provided under each Statement of Work.

15. **Indemnification**.

15.1 Indemnification. Each party (the "***Indemnifying Party***") shall indemnify, defend and hold harmless the other party, including, without limitation, its affiliates, and its and their respective officers, directors, managers, employees, agents, and independent contractors (each an "***Indemnified Party***") from and against any obligation, loss, injury, liability, damage, deficiency, assessment, fine, penalty, forfeiture, judgment, lien, cost and expense, cost of investigation and defense, and the cost of any settlement (collectively, "***Losses***") incurred by an Indemnified Party resulting from a third party claim, action, or demand (collectively "***Claims***") arising from any negligent acts or omissions or willful or wrongful misconduct as it relates to the exercise of its rights or the performance of its obligations hereunder, and any knowing misrepresentation or breach of this Agreement by the Indemnifying Party, except to the extent that the Indemnified Party contributes to such Loss, in which event the parties will be responsible for their own percentage of fault.

15.2 Procedure. Each party will promptly notify the other party of any notice of the commencement or filing of any Claim for which the other party is entitled to indemnification under this Agreement. Failure to give or delay in giving such notice will not relieve either party of its indemnification and defense obligations under this Section, except to the extent that the defense of such Claim is prejudiced thereby. The Indemnifying Party will have sole control of the defense and settlement of any Claim; however, no settlement may be committed to without the Indemnified Party's prior written consent unless: (a) it includes a full discharge and release of liability for the Indemnified Party; (b) it has no effect on any rights or obligations of the Indemnified Party, or on any Claims that may be made by or against the Indemnified Party; and (c) there is no injunctive or other equitable relief entered against the Indemnified Party. The Indemnified Party will provide reasonable assistance, at the indemnifying party's request and sole expense, needed in the defense or settlement of any Claim. The Indemnified Party also may elect to participate in the defense of any Claim at its own expense with counsel of its choice.

16. **Limits on Liability**.

16.1 No Liability for Customer Failure. In no event will RAVENii be liable for any damages or loss caused by Customer's failure to perform its responsibilities under this Agreement.

16.2 Limit on Aggregate Liability. Each party's total aggregate liability is limited to the amount paid by Customer for the Products or Services that are the subject of the claim.

16.3 Disclaimer of Consequential Damages. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT

EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE AND REGARDLESS OF WHETHER DAMAGES WERE FORESEEABLE.

16.4 Exceptions. THE LIMITATIONS AND EXCLUSIONS OF DAMAGES IN THIS SECTION WILL NOT APPLY TO (a) CUSTOMER'S OR ANY CUSTOMER AFFILIATE'S PAYMENT OBLIGATIONS, (b) CLAIMS BY A PARTY FOR BREACH OF A CONFIDENTIALITY OBLIGATION OR INFRINGEMENT OF THE PARTY'S INTELLECTUAL PROPERTY RIGHTS, (c) CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY FOR WHICH A PARTY IS LIABLE UNDER APPLICABLE LAW, OR (d) A PARTY'S EXPRESS INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

16.5 Limitations Period. Neither party will bring a legal action against the other more than one (1) year after the cause of action arose.

17. **General**.

17.1 Prohibition on Publicity. Neither party may advertise or promote itself using the name, service mark or description of the other party, without the prior written consent of the other party in the case of each such use.

17.2 Force Majeure. If either party is unable to perform, or is delayed in performing, an obligation under this Agreement because of unforeseen circumstances outside its control (other than obligations to pay money): (a) the party so affected will promptly give notice to the other party and will use its best efforts to promptly resume performance; and (b), the party so affected will not be liable for any failure or delay to perform its obligations under this Agreement to the extent such failure or delay is caused by circumstances outside that party's control.

17.3 Independent Contractor. RAVENii's relationship to Customer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee or joint venturer of the other party. All persons performing RAVENii's obligations under this Agreement will be considered to be solely the employees, contractors or agents of RAVENii or its contractors, and RAVENii and its contractors will be responsible for ensuring there is payment of any and all salaries, wages, payroll taxes, insurance and other items payable to or on behalf of such personnel, and for maintaining worker's compensation insurance on such personnel.

17.4 Non-waiver. No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by both parties. No consent by any party to, or waiver of, a breach by the other will constitute a consent to, waiver of, or excuse for any different or subsequent breach.

17.5 Partial Invalidity. If a final judgment of a court of competent jurisdiction determines that any part of this Agreement is invalid or unenforceable, then the court will have the power to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Agreement will be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

17.6 Assignment. Neither party's rights or obligations under this Agreement (except the right to receive money) may be assigned or delegated without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Customer consents to RAVENii's use of subcontractor(s) to perform any portion of the services to be selected by RAVENii in its reasonable discretion This Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns, if any, of the parties.

17.7 No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement. Therefore, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more terms of this Agreement.

17.8 Entire Agreement. This Agreement, including the other attached exhibits and schedules, and any Statement of Work or Change Order signed under it, forms the entire agreement between RAVENii and Customer regarding Customer's purchase of Services and supersedes and replaces any previous communications, representations, or agreements concerning the Services. This Agreement, and any Statement of Work, may only be amended, modified or a provision waived by a duly executed Change Order or other writing that specifically refers to this Agreement and that is signed by the authorized representatives of both parties. To the extent that the terms of Customer's purchase order conflict with the terms of this Agreement, the terms of this Agreement will govern, unless both parties specifically express their intent to supersede the terms of this Agreement in a writing that is signed by both parties.

17.9 Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

17.10 Notices. All notices and other communications required or permitted under this Agreement must be in writing, properly addressed to the parties at the addresses or facsimile numbers set forth below, or to such other addresses or facsimile numbers to which the parties give notice in accordance with this Section. Notices and other communications may be sent via hand delivery (with a written receipt from the addressee), by facsimile (with machine confirmation of successful transmission), by reputable national overnight delivery service with delivery charges prepaid (with receipt of delivery). Notices are effective upon receipt.

RAVENii's Notice Address:	Customer's Notice Address:
RAVENii, LLC	City of Joplin
9664 Marion Ridge	602 Main Street
Kansas City, MO 64137	Joplin, MO 64801
ATTN: Jeff Shipley	ATTN: Mark Morris
jshipley@ravenii.com	mmorris@joplinmo.org

17.11 Counterparts, Facsimile Signatures. This Agreement may be signed in counterparts. Each executed counterpart will be an original, but all executed counterparts taken together will constitute one and the same agreement. The facsimile copy of the executed Agreement is and will be deemed an original signature for this Agreement.

17.12 Non-Appropriation. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Customer shall notify RAVENii of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Customer of any kind whatsoever.

The parties caused this Master Service Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

CITY OF JOPLIN	RAVENII, L.L.C.
By: _____	By: _____
Printed name: _____	Printed Name: Jeff Shipley
Title: _____	Title: CEO
Date: 09/07/2021	Date: 09/07/2021