

THIRD AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

Contractor: Regarding:

Aeon Nexus Corporation

Replatforming of Cold Fusion Criminal Case
Management System for the Los Angeles City
Attorney's Office

Said Agreement is Number C-140561- RA3

**Third Amended and Restated Professional Services Agreement
Replatforming of Criminal Case Management System**

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**THIRD AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES AND
AEON NEXUS CORPORATION**

THIS THIRD AMENDED AND RESTATED AGREEMENT is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Los Angeles City Attorney's Office ("City Attorney" or "Department") and Aeon Nexus Corporation, a Virginia corporation ("Contractor") (each a "Party" and collectively "Parties"), with reference to the following:

RECITALS

1. **WHEREAS**, City requires the services of a qualified company to assist with the replatforming of the City Attorney's Criminal Case Management System ("CCMS") which is supported by Adobe Cold Fusion Technology, as well as the development of an automation/IT solution to facilitate its race-blind charging process ("Race-Blind Charging Solution") in compliance with Assembly Bill 2778, which requires prosecuting agencies to implement a process whereby all mention of race for the suspect, victim, and witnesses is redacted from law enforcement materials submitted for criminal filing consideration; and
2. **WHEREAS**, the services required are of an expert, specialized, and technical nature; and
3. **WHEREAS**, City, pursuant to Section 372 of the Los Angeles City Charter, issued a request for proposals on or about February 24, 2022 (RFP No. 202116) seeking proposals from vendors qualified to perform the required replatforming of CCMS; and
4. **WHEREAS**, City, following an extensive review of such proposals, selected Contractor, Aeon Nexus Corporation, as the most qualified proposer; and
5. **WHEREAS**, effective June 23, 2022, City and Contractor entered into a Professional Services Agreement for the replatforming of the Criminal Case Management System ("Original Contract"), pursuant to which Contractor agreed to perform the work and furnish the deliverables as described therein for consideration and upon the terms and conditions therein; and
6. **WHEREAS**, Contractor has been performing services pursuant to the Original Contract, and City has the need for Contractor to continue to perform those services to accomplish the replatforming of CCMS as set forth in the Original Contract; and
7. **WHEREAS**, in October 2022, the California State Assembly introduced AB 2778 ("AB 2778"), which requires prosecuting agencies to implement a process whereby all mention of race for suspects, victims, and witnesses is redacted from law enforcement materials submitted for criminal filing consideration; and

8. **WHEREAS**, AB 2778 became law and is now codified in California Penal Code Section 741, which becomes effective January 1, 2025; and
9. **WHEREAS**, given the volume of cases referred to the City Attorney, it would be impractical, if not impossible, for the City Attorney to manually perform the redactions required by AB 2778 due to the incredible expense of and resources necessary for manual redaction; and
10. **WHEREAS**, given that a manual redaction process is not feasible, City Attorney is in need of an automated technology solution capable of performing the required redactions and eventually integrating with the replatformed CCMS; and
11. **WHEREAS**, in the course of performing services for the replatforming of CCMS, Contractor has developed unique and extensive familiarity with CCMS, City's existing technology solutions and capabilities, integrations, record management systems, and capabilities; and
12. **WHEREAS**, City conducted an extensive review of possible existing solutions for AB 2778 compliance, and determined that existing solutions were insufficient to enable City to comply with AB 2778 and meet City's needs, including the protection of confidential information; and
13. **WHEREAS**, given Contractor's familiarity with City's systems and ongoing work in support of the CCMS replatforming, City has determined that Contractor is uniquely qualified to develop the Race-Blind Solution, and that is in City's best interest and necessary to engage Contractor to do so such that City can comply with applicable State law; and
14. **WHEREAS**, City and Contractor entered into a First Amended and Restated Agreement ("First Amended and Restated Agreement") to: (1) reflect the services to be provided for the development of the Race-Blind Charging Solution; (2) replace Attachment A - Standard Provisions for City Contracts (Rev. 10/21[v.1]) with Attachment A - Standard Provisions (6/24 [v.1]); (3) replace Attachment D – Fee Schedule with Attachment D – Fee Schedule (2024); (4) add Attachment E – JusticeNexus – Blind Charging Module Statement of Work; (5) add Attachment F - Federal Bureau of Investigations Criminal Justice Information Service and Security Policy (Version 6.0); (6) add Attachment G – Federal Bureau of Investigations Criminal Justice Information Service and Security Addendum; and (7) make certain other changes deemed necessary by the Parties; and
15. **WHEREAS**, City and Contractor entered into a Second Amended and Restated Agreement ("Second Amended and Restated Agreement") (Council File # 25-1028) to: (1) extend the term of the Agreement for an additional one-year period, to expire on June 22, 2026, (2) replace Attachment A - Standard Provisions for City Contracts (Rev. 6/24 [v.1]) with Attachment A - Standard Provisions (1/25 [v.2]), (3) replace Attachment F – Federal Bureau of Investigations Criminal Justice Information Service

and Security Policy (Version 5.0) with Attachment F – Federal Bureau of Investigations Criminal Justice Information Service and Security Policy Version 6.0); (4) replace Attachment D – Fee Schedule (2024) with Attachment D – Fee Schedule (2025); (5) replace Attachment E – Justice Nexus – Blind Charging Module Statement of Work (2025); and make certain other changes deemed necessary by the Parties; and

16. **WHEREAS**, City and Contractor wish to enter into a Third Amended and Restated Agreement (“Third Amended and Restated Agreement”) to extend the term of the Agreement to expire on September 30, 2027, with no increase to the Agreement’s not-~~to~~-exceed amount.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the Parties hereby covenant, represent, and agree as follows:

ARTICLE A - PURPOSE AND SCOPE OF WORK

1. Purpose. Contractor shall provide services necessary to replatform CCMS and deliver a new CCMS and Race-Blind Charging Solution, as directed by City, as set forth more fully in Attachment B - Scope of Work and Attachment E – JusticeNexus – Blind Charging Module Statement of Work (2025), which are attached hereto and incorporated herein by reference.

ARTICLE B - NOTICES AND TERM

1. Representatives of the Parties and Service of Notices

- 1.1 The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:

- 1.1.1. The representative of City will be, unless otherwise stated in the Agreement:

Barak Vaughn
Managing Director of Business Finance and Operations Office of the
Los Angeles City Attorney
200 N. Main Street, 8th Floor Los Angeles, CA 90012
barak.vaughn@lacity.org

Richard Ito
Information Technology Director
Office of the Los Angeles City Attorney
200 N. Main Street, 8th Floor
Los Angeles, CA 90012
(213) 905-5175
Richard.Ito@lacity.org

1.1.2. The representative of Contractor will be:

Meghan A. Barkley
Chief Operating Officer
2121 Rosecrans Avenue, Suite 2390 El
Segundo, CA 90245
Tel: (213) 866-2366
Fax: (866) 252-1251
meghanbarkley@aeonnexus.com

- 1.2 Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by email, personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- 1.3 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Section 1.2 within five (5) business days of said change.
- 1.4 Time of Performance. The term of this Agreement will commence on June 23, 2022 and will end on September 30, 2027, subject to the termination provisions herein and availability of City budgeted funds.
- 1.5 Ratification Clause. Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE C - DATA SECURITY, PRIVACY, AND INTELLECTUAL PROPERTY

1. City Data Ownership. City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information (as that term is defined below) for the purposes of this Agreement. The Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. Subject to the applicable media and professional services fees set forth in Attachment D, the City may request an export of City Data stored within the systems or held by Contractor in any standard format requested by City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

2. Intellectual Property. Everything created, developed or produced in the course of the Contractor's performance of services, including, without limitation, the replatformed CCMS and the Race-Blind Charging Solution, developed pursuant to this Agreement, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, systems, information and other materials or data in any form, prepared, or in the process of being prepared ("CCMS-Related Intellectual Property"), are works made for hire by the Contractor for City and are the sole property of City without further employment or the payment of additional compensation to the Contractor. City owns all of the right, title and interest, in and to the CCMS-Related Intellectual Property, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). To the extent that any of the CCMS-Related Intellectual Property or the Intellectual Property Rights therein are not works for hire, the Contractor hereby irrevocably assigns its entire right, title and interest in and to all such CCMS-related Intellectual Property and the Intellectual Property Rights therein, to City. At City's request, Contractor will assist City in City's prosecution, perfection, and registration of any or all Intellectual Property Rights in the CCMS-Related Intellectual Property. For the sake of clarity, pursuant to this provision, City owns all rights to and interest in the replatformed CCMS and Race-Blind Charging Solution developed pursuant to this Agreement.

3. Data Protection
 - 3.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data.
 - 3.2 Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry best practices and not less stringent than the measures Contractor applies to Contractor's own non-public data of similar kind.
 - 3.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and, when not actively in use by authorized City users, in transit, and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
 - 3.4 At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

4. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of its obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws pertaining to Criminal Offender Record information (such as California Code of Regulations Title 22, Section 100343.1 *et seq.*) If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith negotiate execution of an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.
5. Criminal Justice Information Systems. Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy [v. 6.0] (the "Security Policy"), as amended from time to time, the most current version of which is attached hereto as Attachment F and incorporated herein by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices meet no less than those standards in the Security Policy.
6. Criminal Justice Information Systems Addendum. Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, as amended from time to time, the most current version of which is attached hereto as Attachment G and incorporated herein by reference. Contractor shall execute and return the certification contained within Attachment G concurrently with its execution of this Second Amended and Restated Agreement.
7. Confidential Information.
 - 7.1 Contractor understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement until such time as the confidential information has been released by City. Contractor must submit a signed copy of Attachment C - Confidentiality Agreement, that is attached hereto and incorporated herein, and require it from each subcontractor. Such Confidentiality Agreement shall be reviewed annually by Contractor with its employees involved in the provision of services hereunder.
 - 7.2 All documents, records and information provided by City to Contractor, or accessed, reviewed or produced by Contractor shall remain the property of

City. All documents, records, and information provided by City to Contractor, or accessed, reviewed, or produced by Contractor during performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information").

- 7.3 Contractor agrees not to provide Confidential Information, or disclose its content or any information contained in it either orally or in writing, to any other person or entity. Contractor agrees that all Confidential Information used or reviewed in connection with Contractor's work for City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. Contractor shall be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in its possession.
- 7.4 Any Confidential Information provided by City to Contractor, or accessed, reviewed or produced by Contractor, during performance of this Agreement, shall be made available to its employees, agents, and subcontractors only on a need-to-know basis.
- 7.5 Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with Contractor's work for City from City facilities or Contractor's office without prior approval from City. Contractor shall, at the conclusion of this Agreement, or at the request of City promptly return to City any and all Confidential Information and all other written materials, notes, documents or other information obtained by Contractor during the course of work under this Agreement. Contractor shall not make or retain copies of any such information, materials or documents.
- 7.6 Contractor shall implement such reasonable and prudent measures to keep secure and private any information accessed by its employees, agents and subcontractors during the performance of this Agreement as are required by law and this Agreement. Contractor shall advise its employees, agents and subcontractors of this confidentiality requirement.
- 7.7 City's Authority to Disclose. City represents and warrants that it has the authority to disclose all Confidential Information provided to Contractor under this Agreement and is not bound by any law, regulation, obligation, or verbal or written agreement, with any person or entity that would prohibit or restrict City from having disclosed any Confidential Information provided to Contractor hereunder, provided that Contractor adheres to the confidentiality provisions herein.
8. Provision of Data. Upon termination of this Agreement for any cause or reason (including City's breach), and subject to the applicable media and professional services fees set forth in Attachment D, Contractor shall provide City with a copy of all City Data in Contractor's possession in any standard format requested by City.

Contractor shall transition City Data efficiently, cooperatively, responsibly, and according to industry best practice standards. City shall be responsible for the reasonable cost of transition.

9. Data, Development, and Access-Point Location. Storage of City Data shall be located in the United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.
10. Data Breach. Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data ("Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's reasonable satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent investigation at Contractor's sole cost.

At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security

Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

10.1 Data Breach Liability. If City is subject to third-party claims for liability for any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend against any such third-party claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

11. Firewalls and Access Controls

11.1 Access Precautions. The Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

11.1.1 Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;

11.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

11.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

11.2 Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

11.2.1 Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

11.2.2 Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

11.2.3 Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

11.3 Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only

those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned username and password when administering City accounts or accessing City Data.

12. Right of Audit by City. Without limiting any other audit rights of City, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time with seven (7) days prior written notice to Contractor, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. Prior to disclosing any information provided by contractor pursuant to this Article C, Section 10, City shall notify Contractor and give it an opportunity to object and/or seek judicial relief.
13. Written Information Security Policy. Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Subject to Article C, Section 10, upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.
14. Change in Service. Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which can impact the security of the services.

ARTICLE D - PAYMENT AND INVOICING

1. Payment Terms and Deliverables. Contractor shall, in accordance with this Agreement, invoice City for any services rendered under this Agreement on a monthly basis. City shall pay each undisputed invoice or portion thereof within thirty (30) days from the date of invoice receipt ("Due Date"). City shall notify Contractor in writing of any disputed amount within one year of receipt of the invoice for the services in dispute. The parties shall utilize commercially reasonable efforts to amicably resolve any billing dispute within fifteen (15) days of the date Contractor has actual notice of said disputed amount. City's total obligation under this Agreement, which is subject to

amendment as the parties mutually deem necessary or advisable, shall not exceed \$5,054,862.50 for the term of this Agreement for complete and satisfactory performance forth in Attachment D - Fee Schedule (2025), which is attached hereto and incorporated herein by reference.

2. Task Orders. Any work performed under this contract shall be agreed to in writing via a written task order. City shall not be responsible for payment unless the services performed are agreed to via a task order.

3. Limitation of City's Obligation to Make Payments to Contractor.

3.1 Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

3.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall employ additional staff for special projects on an as-needed basis as determined by City. Compensation for such staff, and/or related expense, will be mutually agreed upon in writing when the need for such staff arises.

4. Invoicing

4.1 Contractor shall invoice City only for providing the tasks, deliverables, goods, services, and other work specified in this Agreement. Contractor shall provide the services at the rates set forth in Attachment D - Fee Schedule (2025), which is incorporated herein by reference.

4.2 Invoices must be submitted by email to:

Office of the City Attorney
C/O Litigation Expense Management Unit (LEMU)
att.lemu@lacity.org

- 4.3 To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- 4.4 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:
- i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice, and date service was completed
 - iv. Contract number or authority (purchase order) number
 - v. Description of completed task and amount due for task with appropriate and complete supporting documentation
 - vi. Payment terms, total due and due date
 - vii. Certification by a duly authorized officer
 - viii. Discount and terms (if applicable)
 - ix. Remittance Address (if different from Contractor's address)
- 4.5 All invoices shall be submitted electronically and will be on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as name and address of Contractor. Invoices shall be submitted on a calendar month basis and within thirty (30) days after the month of service. Invoices submitted must be accompanied by a report detailing the staff assigned to City's account for that month.
- 4.6 Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time prior to approval of invoice.
- 4.7 Invoices for services completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- 4.8 ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.
- 4.9 City Approval of Invoices. In no event shall payment be made prior to City's verifying and approving: 1) the services were satisfactorily received; 2) the work was approved and; 3) a full and complete invoice has been submitted. Payment

shall be made within thirty (30) calendar days of receipt of an accurate invoice and only after such invoice has been approved for payment by City's representative in accordance with Article D(1). Invoices are considered complete when appropriate documentation is signed off as satisfactory by City's Fiscal Officer.

ARTICLE E - REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.
2. Compliance with Statutes and Regulations. Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.
3. Except as limited by California Civil Code Section 2782.8 (or other applicable law) and except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), damages or liability of any nature whatsoever, relating to or arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct by Contractor, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest.

The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

ARTICLE F - STANDARD PROVISIONS FOR CITY CONTRACTS

1. Standard Provisions for City Contracts. Contractor agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which are attached hereto as Attachment A and made a part hereof as though fully set forth herein.
2. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall

Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE G - MISCELLANEOUS

1. Insurance. Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to Attachment A, Standard Provisions for City Contracts (Rev. 1/25, [v.2]). The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be canceled or materially changed without at least 30 days' prior written notice by the Contractor to City.
2. Contractor's Personnel & Subcontractors. Except as expressly provided in Subsection 2.1 below, Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. In the event City is dissatisfied with the performance of any Contractor personnel, City and Contractor shall meet in an effort to resolve such issues. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.
 - 2.1 Subcontractors/No Third Party Beneficiaries. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors. Nothing herein creates any privity between City and the subcontractors or is intended to create a third-party beneficiary in any subcontractor.
3. Non-Exclusive Agreement. Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.
4. Contractor's Interaction with the Media; Publicity. Contractor shall refer all inquiries from the news media to City, within 24 hours of receipt of such inquiry, contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.
5. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.

6. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.
7. Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
8. Entire Agreement. This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. The parties acknowledge that they have read and understood this Agreement and had an opportunity to consult with counsel of their choosing.
9. No Additional Contractor Software Terms. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements ("Additional Contractor Software Terms") provided with any products, services, documentation, or software hereunder shall be binding on the City, even if use of the foregoing requires an affirmative "acceptance" of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety.
10. Order of Precedence. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]), followed by Attachment B - Scope of Work, followed by Attachment C - Confidentiality Agreement, followed by Attachment D - Fee Schedule (2025), followed by Attachment E JusticeNexus – Blind Charging Module Statement of Work, followed by Attachment F – The Federal Bureau of Investigation Criminal Justice Information Systems Security Policy, followed by Attachment G – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, followed by the provisions in the body of the Second Amended and Restated Agreement, followed by the provisions in the body of the First Amended and Restated Agreement, followed by the provisions in the body of the Original Contract, followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Third Amended and Restated Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
HYDEE FELDSTEIN SOTO
City Attorney

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
BRENT NICHOLS
Deputy City Attorney

Date: _____

AEON NEXUS CORPORATION

**Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

By: _____
MEGHAN BARKLEY
Chief Operating Officer

By: _____
OMAR USMANI
Chief Executive Officer

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Deputy City Clerk

Date: _____

Said Agreement is Number C-140561 RA3 of City Contracts