

Statement of Work

Full Use of the Moli System

Client:

Name: City of Everett
Address: 2930 Wetmore Ave,
Everett, WA 98201
Telephone: (425) 257-8778
Email: SWhittaker@everettwa.gov

Description of the subscription of the City of Everett (the "Client") to **Juvval Tech**' interpreter management system **Moli** (the "Service"):

Juvval Tech shall commence Service with the Client, as follows:

1. Description of Services:

- **Full Access:** Client will receive full access to all features and functionalities of the Moli – Software as a Service (SaaS) platform.
- **Support:** Client will receive comprehensive technical support via Moli app, E-Mail and Phone during standard business hours (Monday-Friday, 9:00 AM - 5:00 PM PST).

2. Fees:

- **Monthly Subscription Fee:** \$250.00/month
- **One-Time Setup Fee:** \$3,000 (due by 01/31/2025).
- **Payment Schedule:** These fees can be paid on a quarterly, bi-annually or yearly basis, according to client preference.

3. Service Commencement and Duration:

The services outlined in this SOW will commence on 09/01/2024.

This SOW will be in effect for a period of 2 year(s), with the option to renew upon mutual agreement.

Juvval Tech, by:

Vandana Paluri

Vandana Paluri
Chief Operating Officer
Juvval Tech LLC

08/23/2024

Date

Client, by:



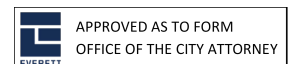
Cassie Franklin
Mayor
City of Everett

08/26/2024

Date

Attest:





Phone: 425-628-5061

E-mail: vandana.paluri@juvvaltech.com

Website: www.mymoliapp.com

MASTER SERVICES AGREEMENT

This agreement ("Agreement") between **Juvval Tech LLC**, a Washington State Limited Liability Company located at 22559, NE 91st way, Redmond, WA 98053 ("**Juvval Tech**") and City of Everett, a Washington State municipality located at 2930 Wetmore Ave, Everett, WA 98201 ("Client"), is effective as of the date executed by the parties.

RECITALS

Client desires to engage **Juvval Tech** to provide Client access to the current version of **Juvval Tech**' online interpreter management services and program named Moli ("Service") pursuant to the terms set forth in this Agreement and its attached statement of work ("SOW"), and **Juvval Tech** desires to be engaged by Client on such terms and conditions.

AGREEMENT

1. **RETENTION OF JUVVAL TECH; SERVICES TO BE PERFORMED.** Client retains **Juvval Tech** to provide access to the Service as set forth in this Agreement and any attached SOW, incorporated by this reference. **Juvval Tech** shall have the discretion to assign its employees and independent contractors to perform under this Agreement as necessary and appropriate.
2. **INDEPENDENT CONTRACTOR; NO AGENCY.** In performing under this Agreement, **Juvval Tech** will act as an independent contractor with respect to Client. The parties do not intend to enter into a joint venture, partnership, or employment arrangement by entering into this Agreement.
 - 2.1. **CONTROL AND EQUIPMENT.** In performing under this Agreement, **Juvval Tech** agrees to provide its own equipment, tools, and materials. **Juvval Tech** shall perform under this Agreement in a timely manner, with the highest degree of professionalism and utilizing **Juvval Tech**' expertise and creative talent, consistent with industry standards, and at a location, place and time which **Juvval Tech** deems appropriate. **Juvval Tech** may enter into any contract with other entities, except any contract which would induce **Juvval Tech** to violate this Agreement.
 - 2.2. **TAXES AND LABOR LAWS.** **Juvval Tech** shall have full responsibility for applicable withholding taxes for all compensation paid to **Juvval Tech** by Client, and for compliance with all applicable labor and employment requirements with respect to **Juvval Tech**' business organization and **Juvval Tech**' agents, partners, independent contractors and employees, if any, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Any and all employees of **Juvval Tech**, while engaged in the performance of any work or service required of **Juvval Tech** under this Agreement, shall be considered employees of **Juvval Tech** only and not of Client, and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of **Juvval Tech** or **Juvval Tech**' employees while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of **Juvval Tech**. **Juvval Tech** hereby agrees to indemnify, defend, and hold Client harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor, or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Client by the relevant taxing authorities with respect to any compensation paid to **Juvval Tech** or **Juvval Tech**' agents, partners, or its employees or contractors.

3. **Fees and Billing.** Services provided by Juvval Tech to Client will be billed on a \$250.00/month flat-fee basis SOW ("Fees") and one-time setup fee \$3,000 due by 01/31/2025. The monthly flat fee will remain constant during the initial two-year term of the agreement. After this period, at the start of each renewal term, the monthly fee may be adjusted based on the Consumer Price Index (CPI) and adjusted based on the Cost of the service. Payment on an invoice is considered past due if not received by the 30th day of the month following the invoice. Finance charges of 1% per month will be applied to all past due invoices.
4. **INTERPRETERS' FEES.** The use of the Service is free for all interpreters that provide ASL or spoken interpreter services for any and all Washington State Courts.
5. **TERM AND TERMINATION.** Subject to the provisions of this section, either party may terminate this Agreement or a specific project under a SOW with 90 business days' written notice to the other party. Either party may terminate this Agreement immediately in the case of the other party's willful or persistent material breach of this Agreement. Upon termination, any and all Fees owing to **Juvval Tech** by Client for Services up through and including the termination date shall be immediately due and payable.
6. **CONFIDENTIALITY.**
 - 6.1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "Confidential Information" shall mean any and all information related to any aspect of either party's business which is either information not known by actual or potential competitors of the disclosing party or is proprietary information of the disclosing party, whether of a technical nature or otherwise, and shall include, without limitation, (a) any and all information in whatever form relating to the disclosing party or the manner in which the disclosing party conducts its business, including but not limited to, the disclosing party's customers, employees, operations, assets, liabilities, resources, technical analyses, recruiting and compensation practices and other intellectual capital of the disclosing party, which intellectual capital shall be deemed to include, but not be limited to, consulting tools (such as business and computer systems, software programs, databases, and other documentation and methods), client, prospect and other information regarding services, business activities and client matters, information about the disclosing party's employees, or summaries or originals (and any copies thereof) of any papers, documents, plans, specifications, customer lists, contracts, licenses or licensing agreements, or portions thereof, relating to the services, products or operations of the disclosing party or its clients; (b) any information not included above which the receiving party knows or should know is subject to a restriction on disclosure or which the receiving party knows or should know is considered by the disclosing party to be confidential, sensitive, proprietary or trade secret or is not readily available to the public. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations as to the information involved. Each party expressly agrees that the parties' obligations to hold any Confidential Information in trust and confidence does not terminate upon termination or expiration of this Agreement and continues in perpetuity.
 - 6.2. **CONFIDENTIALITY OBLIGATIONS.** No right or license to either party's Confidential Information is granted or implied as a result of this Agreement, except to the limited extent necessary for the parties to perform under this Agreement. Each party agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the other party's Confidential Information in trust and confidence, will not use Confidential Information in any manner or for any purpose not expressly set

forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining the other party's express written consent on a case-by-case basis.

- 6.3. **REQUIRED DISCLOSURE.** This contract is subject to public disclosure laws. If a party is required to disclose the Confidential Information by law or court order, it may do so without breach of this Agreement, but such party shall notify the other party sufficiently in advance of any disclosure to provide the other party with a reasonable opportunity to seek protective orders related to such disclosure.

7. **PUBLICITY AND MARKETING.**

- 7.1. **LIMITED LICENSE TO USE.** For the term of this Agreement, each party grants to the other party a limited license to use the granting party's name and logo in promotional materials and other communications with third parties. In addition, during the term of this Agreement and for a period of two years after its termination **Juvval Tech** may list Client's name on its website or in materials it may provide to its prospective Clients, provided that such use does not violate the confidentiality provisions of this Agreement. If Client wishes **Juvval Tech** to refrain from using its information for such purposes, Client must so notify **Juvval Tech** in writing. When using the other party's trademarks and trade names under this Agreement, each party agrees to comply with all applicable laws pertaining to such use and agrees to consult with the other party before such use.

- 7.2. **RIGHTS.** Each party agrees that it shall not question, contest or challenge the other party's ownership of such trademarks or trade names, and each party agrees it will not claim any right, title or interest in any of the other party's trademarks or trade names, nor register or attempt to register any aspect of the other party's trademarks or trade names, except the right to use the same pursuant to the terms and conditions of this Agreement.

8. **USE OF THE SERVICE/LICENSE GRANTED.**

- 8.1. **LICENSE GRANT.** **Juvval Tech** hereby grants Client a non-exclusive, non-transferable, revocable license to access and use the Service in accordance with the attached SOW.
- 8.2. **RESTRICTIONS.** Client may not: (i) modify, disassemble, decompile or reverse engineer the Service or any portion thereof, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Service to any third party or use the Service to provide time sharing or similar services for any third party; (iii) make any copies of the Service; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on use of the Service; or (v) delete the copyright and other proprietary rights notices on the Service.
- 8.3. **UPGRADES.** Client acknowledges that **Juvval Tech** may from time-to-time issue upgraded versions of the Service and may automatically electronically upgrade the version of the Service that Client accesses. Client agrees that the terms and conditions of this Agreement will apply to all such upgrades.
- 8.4. **OPEN SOURCE.** With respect to any open source or third-party code that may be incorporated in the Service, such open-source code is covered by the applicable open source or third-party license End User License Agreement, if any, authorizing use of such code.
- 8.5. **RIGHTS RESERVED.** The foregoing license grant under this Agreement is not a sale of the Service or any copy thereof and **Juvval Tech** or its third-party partners or suppliers retain all right, title, and interest in the Service (and any copy thereof). Any attempt by Client to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. **Juvval Tech** reserves all rights not expressly granted under this Agreement.
- 8.6. **UNAUTHORIZED USE.** Use of the Service beyond the scope of authorized access granted to Client by **Juvval Tech** immediately terminates said license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any content made available via the Service for other purposes

(including commercial purposes) not stated herein, Client must first obtain a written license from **Juvval Tech**. "Content" shall be defined for the purposes of this Agreement as any content on the Service, including but not limited to user-generated content.

8.7. Security

The Moli software is managed by Juvval Tech's Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

The Support Team at Juvval Tech is responsible for managing the Moli software and the technology infrastructure which supports the software. Adequate services shall be provided by Juvval Tech to ensure physical security, data integrity, data redundancy, and other components of backups and power supply required to uphold uptimes that adhere to the terms of this Service Level Agreement.

Juvval Tech is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. Juvval Tech is also responsible for the verification of regular data backups and redundancy that is necessary to avoid any data loss.

Juvval Tech shall notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If Juvval Tech determines that a username or password of a valid user for Court Customer was utilized during the security breach, Juvval Tech shall immediately deactivate the account and change the password prior to notifying the Court Customer, to ensure that no further security breaches occur.

9. LIMITATION ON LIABILITY.

9.1. Juvval Tech hereby represents and warrants to Client that it has the qualifications, the experience, and the ability to perform properly under this Agreement. Client understands and agrees that the decision whether and how to use the Service rests solely with Client, and that any and all consequences arising out of or in any way relating to the use of the Service shall be and remain the sole responsibility of Client.

9.2. The total liability of **Juvval Tech** to Client under any provision of this Agreement or for any claims, losses or damages related to its performance under this Agreement (whether based on contract, tort, or any other theory), shall be limited to the amount of Fees paid by Client to **Juvval Tech** for the services giving rise to the liability. In no event shall **Juvval Tech** be liable for lost profits or any consequential or indirect damages. The parties acknowledge that the parties have relied upon the inclusion of these limitations in consideration of entering into this agreement.

9.3. Notwithstanding the foregoing, **Juvval Tech** shall be liable, and Client will not indemnify **Juvval Tech** in any event where **Juvval Tech** was negligent or committed deliberate misconduct in performing under this Agreement.

10. GENERAL PROVISIONS.

10.1. DISPUTES. The parties shall attempt to resolve any and all disputes or claims arising out of this Agreement through mutually cooperative negotiation in good faith. If negotiation is unsuccessful, the

matter may then be submitted to mediation. If mediation is unsuccessful, the matter may be litigated in the Superior Court of King County. Each party shall bear the expense of their own legal fees.

- 10.2. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed under the laws of Washington State. Jurisdiction and venue for all purposes shall be in King County, Washington. The parties consent to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there arising from or related to this Agreement.
- 10.3. **NOTICES.** Any notice intended for either party shall be deemed to be validly given if it is in writing and is sent by electronic mail, fax, U.S. mail or hand-delivered, or by courier service to such party's address as set forth in this Agreement, or to any other address which the party in question may have indicated in writing to the other party. A copy of any notice sent by electronic mail shall also be sent whenever possible corresponding to one of the above-mentioned delivery modes.
- 10.4. **HEADINGS AND SEVERABILITY.** Headings are for ease of reference and shall not modify the meaning of this Agreement's provisions. If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render so, this Agreement will be construed as if not containing such provision.
- 10.5. **NO WAIVER.** No delay or failure by either party in exercising, protecting, or enforcing any of its rights, interests, or remedies hereunder, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof. The express waiver by a party of any right, interest or remedy in a particular instance shall not constitute a waiver thereof in any other instance.
- 10.6. **COUNTERPARTS.** This Agreement and any amendments may be signed in counterparts; it being understood, however, that all counterparts collectively shall constitute one and the same Agreement.
- 10.7. **AMENDMENTS, WAIVER, MODIFICATION OR TERMINATION.** No amendment, waiver, termination, or modification of this Agreement will be binding unless it is in writing and signed by authorized representatives of each party and dated subsequent to the date of this Agreement.
- 10.8. **SUCCESSORS AND ASSIGNMENT.** This Agreement shall bind the parties to the Agreement as well as their respective successors, heirs, and assigns. This Agreement and the rights and obligations of the parties hereunder are not assignable by either party without prior written consent of an authorized representative of the other party; provided however, that **Juvval Tech** may assign its rights hereunder to any entity resulting from any reorganization to which **Juvval Tech** is a party or any entity or person to which **Juvval Tech** may transfer its assets.
- 10.9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements between the parties with respect to its subject matter.
- 10.10. **FORCE MAJEURE.** Nonperformance of either party shall be excused for the time or to the extent that performance is delayed or rendered impossible by strike, fire, flood, other natural or man-made disasters, governmental acts or orders or restrictions, failure of suppliers, acts of terrorism or any other reason where failure to perform is beyond the reasonable control of the non-performing party. Both parties shall make reasonable efforts to resume performance in a timely manner.
- 10.11. **ACKNOWLEDGEMENT.** The parties covenant that they have read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the parties' businesses; (b) the parties have been induced to enter into this Agreement in reliance upon the other

party's compliance with the provisions of this Agreement; (c) every provision of this Agreement is reasonable with respect to its scope and duration; (d) the parties have executed this Agreement without duress or coercion from any source; and (e) the parties have each received a copy of this Agreement.

ACCEPTANCE OF AGREEMENT: Signatures below indicate that both parties fully understand and accept the terms of this Agreement. The parties agree that facsimile signatures will be as effective as if originals.

Juvval Tech, by:

Vandana Paluri

Vandana Paluri
Chief Operating Officer
Juvval Tech LLC

08/23/2024

Date

Client, by:

Cassie Franklin

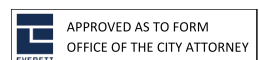
Cassie Franklin
Mayor
City of Everett

08/26/2024

Date

Attest:

Maria J. [Signature]



**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Vendor:	Juvval Tech LLC
Agreement:	Master Services Agreement

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the City Clerk to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, any of which is fully effective.

VENDOR:

By: *Vandana Paluri*

Printed Name: Vandana Paluri

Title: Chief Operating Officer

Email Address of Signer: **Vandana.Paluri@juvvaltech.com**












Moli Interpreter System_20240809_SD

Final Audit Report

2024-08-26

Created:	2024-08-20
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYgpK0kNM5Yhys81LBPIPSEWI1msCkoSQ

"Moli Interpreter System_20240809_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Kevin Walser (kwalser@everettwa.gov) for approval
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-  Document emailed to vandana.paluri@juvvaltech.com for signature
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-  Signer vandana.paluri@juvvaltech.com entered name at signing as Vandana Paluri
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-  Document e-signed by Vandana Paluri (vandana.paluri@juvvaltech.com)
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-08-26 - 5:27:04 PM GMT - Time Source: server

 Agreement completed.

2024-08-26 - 5:27:04 PM GMT