PROFESSIONAL SERVICES AGREEMENT BETWEEN
<u>Interpersonal Frequency LLC</u>
AND THE CITY OF ANN ARBOR
FOR A2GOV.ORG WEBSITE REDESIGN

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Interpersonal Frequency LLC ("Contractor"), a Virginia limited liability company , with its address at 6841 Elm Street, Unit 51 McLean, VA 22101. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I.   DEFINITIONS

Administering Service Area/Unit means Financial and Administrative Services—Information Technology Department.

Contract Administrator means <u>Tom Shewchuk, IT Director</u>, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means A2Gov.org Website Redesign pursuant to RFP #22-07.

II.   DURATION

Contractor shall commence performance on September 1, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III.   SERVICES

    A.   The Contractor agrees to provide website redesign services ("Services") in connection with the Project as described in Exhibit A. Changes to scope of the project will be subject to mutual approval. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.

C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. **COMPLIANCE REQUIREMENTS**

A. <u>Nondiscrimination</u>. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B. <u>Living Wage</u>. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.

D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.

E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.

F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.

B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after

it receives notice of such non-appropriation.

D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Interpersonal Frequency LLC
Eric Burgess, CGO
PO Box 51
McLean, Virginia 22101

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Tom Shewchuk, IT Director
301 E. Huron St.
Ann Arbor, Michigan 48104

> With a copy to: The City of Ann Arbor
> ATTN: Office of the City Attorney
> 301 East Huron Street, 3rd Floor
> Ann Arbor, Michigan 48104

XIV.   CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV.   OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the

other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.   This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City.   This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION
The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE
This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

XXI. PERSONNEL

During any period in which Services are being performed, and for a period of one (1) year thereafter, City shall not, directly or indirectly, solicit the employment of, employ, or contract with, any of the Contractor's current employees or independent contractors. City   shall promptly notify Contractor of any communications with any Interpersonal Frequency employees or independent contractors seeking employment.

During any period in which Services are being performed, and for a period of one (1) year thereafter, City shall not, directly or indirectly, induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Contractor to cease doing, or reduce the amount of, business with Contractor, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor or other business relation and Contractor.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR INTERPERSONAL
FREQUENCY LLC**

By_____

Name:_____

Title:_____

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
   Christopher Taylor, Mayor

By _____
   Jacqueline Beaudry, City Clerk

Date: _____
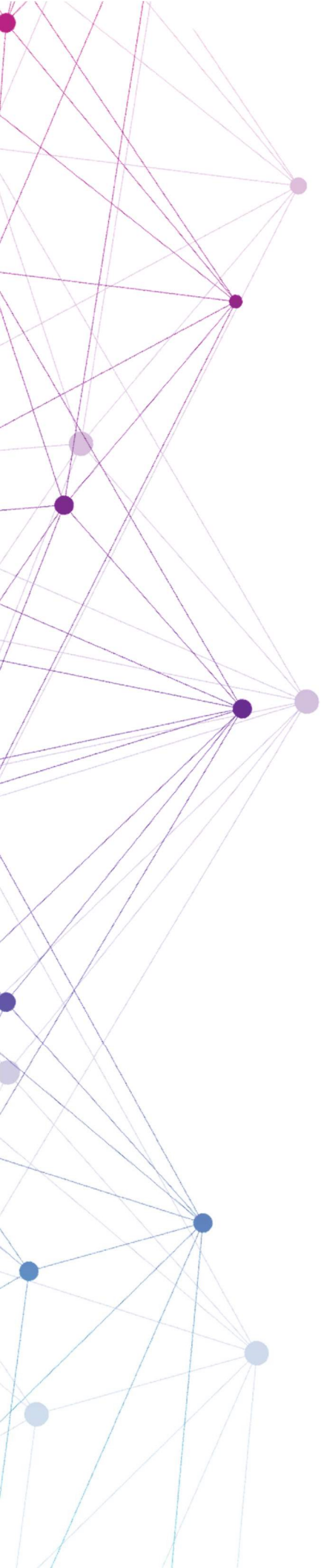
Approved as to substance

_____
Milton Dohoney Jr., Interim City Administrator

Approved as to form and content

_____
Atleen Kaur, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Table of Contents

Statement of Work

Recitals

This Statement of Work ("SOW") is an exhibit to the   Professional Services Agreement ("Contract," "P   SA" or "Agreement") dated _____   , 2022 and between Interpersonal Frequency LLC ("I.F.") and the City of Ann Arbor   ("City,"   ), for the A2Gov.org Website Redesign which is incorporated herein by reference.

This Statement of Work is active for work undertaken on the City   website project during the Period of Performance of September 2022 - August 2023, and subsequent one-year terms by mutual agreement of both parties.

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and City   .

This SOW includes I.F.'s Voice of Citizen® analytics software, and a content forward approach for information architecture and design. These software services are governed by the Interpersonal Frequency Software-as-a-Service Agreement ("Voice of Citizen®"), executed separately and incorporated herein by reference.

Summary

The objective of this SoW is to provide City   with a user-centric and content-forward design. City   and IF will partner with a focus on Discovery, Content Strategy, Information Architecture, User Experience, and Design.

Process

I.F. follows a five-step iterative process to build content-forward, data-driven digital solutions.

Discover

This is where we gather as much information as possible to understand the project, users, organization, problems we need to solve, opportunities, and gaps in knowledge or functionality. Objectives should be focused on exploring all relevant opportunities and avenues of information gathering.

Define

Building on a thorough exploration and research foundation, we shift to define the specific problems we aim to solve and identify potential solutions. This is when we will begin to define success and how we will measure it, and document technical requirements. As we prototype potential solutions, we will further explore unanswered questions through additional user research and testing to validate proposed solutions.
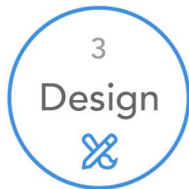
Design

With a clearly outlined plan from Define, we begin to finalize our proposed solutions with design. Prototypes will take on a higher fidelity as we get closer to a fully detailed solution. Higher definition prototypes allow for deeper testing in various areas to validate our design concepts and requirements.

Develop (not included in this SOW)

Once design wraps, site build begins. This encompasses a wide swath of content strategy and technical items which includes: site configuration, technical architecture work, front end development, back end development, testing, training, content entry, and content migration.

Launch (not included in this SOW)

All core development stage activities are complete and the site is ready to launch. This is a key stage to prepare for launch and ensure announcements, communication, third-party coordination and more are ready to go.
Immediately following launch a close monitoring period is needed to catch critical bugs, missing redirects or other issues requiring immediate attention.

Standard Billing Milestones & Deliverables

Note - Timing and schedule included here are for planning purposes only. Mutually agreed upon final schedule to be determined after contracting and during project planning.

Deliverable	Fees
Discover	
Milestone 1: - Project Kickoff meeting - Initiate Voice of Citizen® data collection	$6,100
Milestone 2: - Content Manifest initiated - Initiate In Depth Interviews	$6,099
Milestone 3: - Discovery Workshops - Project Communication Plan & Schedule	$6,099
Define	
Milestone 4: - Experience Outline delivered - Content Toolkit delivered	$9,150
Milestone 5: - Deliver Sitemap - Wireframes initiated	$9,150
Design	
Milestone 6: - Style Tile approved - Design Concept approved	$8,130
Milestone 7: - Design comps initiated	$8,130

Milestone 8: - Design comps approved - Style Guide delivered	$8,130

Front End Prototypes	
Milestone 9: - Build out Style Tile	$20,990
Milestone 10: -Front-end prototypes of 5 templates built with HTML5 and CSS3 delivered.	$20,000
Milestone 11: -Front-end prototypes of up to 9 additional templates built with HTML5 and CSS3 delivered (total deliverable - 10-14 templates).	$20,000

Client Responsibilities

City   is responsible for the following tasks to be outlined with specific deadlines in the Project Communication Plan & Schedule.

- Identify in-depth interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews.
- Install Voice of Citizen® on the current City   site.
- Designate a content team of Content Focals, Editing Focals and Trainers who are responsible for:
  - Participating in a virtual Content Workshop
  - Gathering, writing, editing, and approving final site content.
  - Reviewing current site content and updating the Content Manifest to identify content to be migrated, content to be abandoned and new content to be created/content requiring updates.
  - Content migration focals are responsible for loading staged content onto the new site.
  - Content editing focals are responsible for editing and finalizing migrated content.
  - Content trainers are responsible for participating in I.F. led trainings and subsequently training/assisting colleagues in content-related tasks.

- Identify members from stakeholder departments/organizations to act as the Core Team to complete the following tasks:
  - Participate in the Discovery Workshops.
  - Participate in weekly meetings, discussions, and reviews.
- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the Project Communication Plan & Schedule.

Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. This statement of work includes:
   a. Project kickoff meeting with key stakeholders.
   b. Up to three (3) stakeholders for In-Depth Interviews.
   c. Discovery Workshops as part of the Virtual Discovery Summit.
   d. Delivery of a user-centric sitemap and up to 10 wireframes with 1-2 revisions.
   e. Style tile with up to two (2) design concepts that apply to all pages with 1-2 revisions.
   f. Our visual design comps extend the approach from Wireframes and Style Tile to 10-14 key page templates (up to 2 revisions) with three 3 responsive breakpoints (mobile, tablet, desktop).
2. The project schedule, timeline and fees are predicated on prompt City responses, active participation in the project, adequate City   staff resource commitments, and requested data delivery in a timely manner from   City   . Excessive delays will cause schedule and cost increases. If City   requests or causes time delays that extend the project beyond the agreed-upon time frames a change order will be necessary.
3. The statement of work above assumes approximately 762 hours of effort occurring over 6 months. If the statement of work requires more than 103% of the estimated hours (785 hours or more), such effort is not included in this proposed budget and will be invoiced separately at the following rates:
   a. I.F. Staff: $175/hour
   b. DevOps Staff: $400/hour
   c. Content-Related Services: $165/hour
4. If City   requests or causes time delays that extend the project beyond the 7-month period, each additional week will be invoiced at a rate of $3,500 per week.
5. I.F. will provide content strategy, and content training. City   will be responsible for providing adequate staff to migrate content to the new site in a timely manner, including writing, editing, and uploading content. Content editing or writing is excluded from our Standard Statement of Work.
6. Training and training materials provided are as stated in the Statement of Work. Additional training and/or training materials will be billed at our hourly rate.
7. City   is responsible for implementation of the new website style on SharePoint website and any third-party applications ("re-skinning').

8. Pricing above assumes use of Voice of Citizen® SaaS applies, see this link: https://goo.gl/5m7xbQ

9. City   agrees that Interpersonal Frequency may use City's   name, and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. City   also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Content writing, editing, and manual content migration work performed directly by I.F.
3. Providing for the payment toward third-party systems, including mapping systems such as Google Maps or ESRI ArcGIS.
4. Integration with payment processing systems not explicitly called out above.
5. Development beyond what is explicitly described above.
6. Changes to information architecture, website design, or technical scope after approval.
7. Changes adding more than one calendar month to the project timeline.
8. Extra revisions for deliverables not explicitly called out above.

Statement of Work Change Orders

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and City   , subject to the terms of the Contract and consistent with the specifications and requirements contained therein.

Fulcrum, Voice of Citizen®, Voice of Patron®: I.F. SaaS Services Agreement: Spring 2021 Version

Software-as-a-Service Agreement

THIS INTERPERSONAL FREQUENCY LLC SOFTWARE AS A SERVICE AGREEMENT (this "Agreement"), by and between INTERPERSONAL FREQUENCY LLC (I.F.) and the City of Ann Arbor (City) (as defined below) is executed by and between such entities as of the effective date of the Professional Services Agreement for A2gov.org Website Redesign Services between the parties ("Effective Date") for the products and services described herein and therein. This Agreement governs I.F.'s Voice of Citizen® analytics software services.

RECITALS

WHEREAS, the Parties have negotiated the terms of a City form Professional Services Agreement collectively, the "PSA") by which I.F. will perform and provide certain products or professional services to Cityi (collectively, "Professional Services"); and

WHEREAS, in connection with the performance and delivery of the Professional Services and any and all other materials and work product covered by the PSA and/or this Agreement (collectively "Deliverables"), City desires to have access to I.F's Software platform tools and functions (the "Software as a Service" or the "SaaS Services") and any other products or services set forth in any exhibit hereto on the terms and conditions hereof and thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized terms shall mean and be interpreted as follows:

(a)   "Aggregated Statistics" means data and information related to City's use of the Software and the SaaS Services (but which do not personally identify or profile City or its Authorized Users) that are collected or received by I.F. in an aggregated and anonymized manner, including to compile statistical and performance information relating to the SaaS Services and data regarding City's and its Authorized Users' use of the SaaS Services and the web site on which the SaaS Serves are hosted or by which I.F.'s services are accessed or delivered.

(b)   "Authorized User" means City's employees, consultants, contractors, agents, web site visitors or other permitted users who or which are authorized by City to access and use the SaaS Services under the rights granted to City hereunder.

(c)   "City Data" means, other than Aggregated Statistics, information, data and other content, in any form or medium, that is submitted, posted, transmitted or otherwise provided by or on behalf of City or an Authorized User in the Software or through the SaaS Services.

(d)   "Documentation" means I.F.'s user manuals, handbooks and guides relating to the SaaS Services provided to City hereunder, either electronically or in hard copy form, and any and all other City or end user documentation relating to the SaaS Services.

(e)   "Cloud Provider" means the provider of Cloud Services which, as of the Effective Date hereof, is Amazon Web Services ("AWS"), but such term includes any and all successors or additional hosting providers thereto.

(f)   "Cloud Services" means the provision of on-demand online access to the SaaS Services and all hardware, software, computing power and resources relating thereto.

(g)   "I.F. Intellectual Property" or "I.F. IP" means the SaaS Services, the Documentation and any and all other intellectual property provided to City or any Authorized User in connection with the foregoing. For the avoidance of doubt, I.F. IP includes Aggregated Statistics and any and all other information, data or other content derived from I.F.'s monitoring of City's or an Authorized User's access to or use of the SaaS Services, but does not include City Data.

(h)   "Service Level Agreement" or "SLA" means the agreement attached as Exhibit B, and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(i)   "Statement of Work" or "SOW" means the document attached, which may take the form of a "Quote & Order Form for Services or Software Subscription" (or other form), and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(j)   "Software" means the source code and object code and any and all other software tools, functionalities and information necessary to use, operate and maintain the SaaS Services.

(k)   "SaaS Services" means the software-as-a-service offering described in Exhibit B and includes, if selected and paid for by City, access to and use of I.F.'s proprietary software data analytics tools or products known as "Fulcrum" and/or "Voice of Patron®," and/or "Voice of Citizen®," as modified from time to time, and any other I.F. tools, functions or capabilities.

(l)   "Third-Party Products" means any third-party products described in SOW or Exhibit B provided with or incorporated into the Software or SaaS Services.

2.   Access and Use.

(a)   Provision of Access. Subject to and conditioned upon City's payment of all Fees associated with the Deliverables provided to City under the PSA, this Agreement and any other agreement or understanding between the Parties, and compliance with all other terms and conditions hereof and thereof, I.F. hereby grants to City a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions hereof. Such use is limited to City's internal business use and operations. I.F. shall provide to City the necessary passwords and network links or connections to allow City to access the SaaS

Services. The number of Authorized Users is not expressly limited unless so indicated in the SOW, but concurrent use of the SaaS Services shall be subject to the technical capabilities of the I.F. infrastructure and the devices and connectivity of the Authorized Users.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, I.F. hereby grants to City a non-exclusive, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for City's internal business purposes in connection with its use of the SaaS Services.

(c) Use Restrictions. City shall not use the SaaS Services or the Documentation, in whole or in part, including any integrated I.F. products or Third Party Products, for any purposes beyond the scope of the rights of access granted in this Agreement. City shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services, the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Software or any other element of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law or regulation.

(d) Reservation of Rights. I.F. reserves all rights and interests not expressly granted to City in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to City, to any Authorized Users or to any third party any intellectual property rights or other right, title or interest in or to the I.F. IP, the Software, the Documentation or the SaaS Services.

(e) Suspension or Termination of SaaS Services. Notwithstanding anything to the contrary in this Agreement, I.F. may, at its option, temporarily suspend City's and/or any Authorized User's access to any portion or all of the SaaS Services, without termination of this Agreement, or terminate this Agreement and all of City's and its Authorized User's access to SaaS Services in the event that:

(i) I.F. reasonably determines that (A) there is a threat or attack on any of the I.F. IP or any Cloud Provider's I.P.; (B) City's or any Authorized User's use of the I.F. IP disrupts or poses a security risk to the I.F. IP, to Cloud Provider's I.P. or to any other customer or vendor of I.F.; (C) City or any Authorized User is using the I.F. IP for fraudulent or illegal activities or in violation of I.F.'s or the Cloud Provider's acceptable use policy or any other policies; (D) subject to applicable law, City has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) I.F.'s provision of the SaaS Services to City or to any Authorized User is prohibited by applicable law;

(ii)   any vendor of I.F., including but not limited to, the Cloud Provider, has suspended or terminated I.F.'s access to or use of any third-party services or products required to enable City to access the Services; or

(iii)   in accordance with Section 5(a)(iii) (any such suspension or termination described in sub-paragraph (i), (ii), or (iii) above, a "Services Suspension" or a "Services Termination" as applicable).

(iv)   I.F. shall use commercially reasonable efforts to provide written notice of any Services Suspension or Services Termination to City and to provide updates regarding resumption of access to the Services following any Service Suspension. I.F. shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably practicable after the event giving rise to a Services Suspension is cured. I.F. WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CITY OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF A SERVICES SUSPENSION OR SERVICES TERMINATION.

(f)   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, I.F. may electronically log and monitor City's and any and all Authorized User's use of the SaaS Services and collect and compile Aggregated Statistics. As between I.F. and City, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are granted and retained solely by I.F. and such rights are hereby waived and released by City. City acknowledges that I.F. may compile Aggregated Statistics based on City Data input into the SaaS Services. City agrees that I.F. may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the publication, release or transfer of such Aggregated Statistics do not identify personally City or its Authorized users or disclose City's Confidential Information.

(g)   Cloud Services. I.F. has contracted with the Cloud Provider to make Cloud Services available to City and any and all Authorized Users. Any SaaS Services-related issues that are caused or contributed to by outages or other problems with the Cloud Services should be promptly referred to I.F. for handling. City acknowledges and agrees, on its own behalf and on behalf of all Authorized Users that the Cloud Services are provided by the Cloud Provider and the Cloud Provider, which retains the unlimited right to service, make modifications and/or enhancements to and manage the Cloud Services at any time in its discretion. City and Authorized Users shall at all times have online access to the applicable terms of service, service level agreements and acceptable use policies of the Cloud Provider which are hereby integrated into and made a part of this Agreement in Section 3 below. Execution of this Agreement constitutes City's approval of such terms and conditions, on its own behalf and on behalf of all Authorized Users.

3.   Service Levels & Support; Cloud Provider Terms.

(a)   Modifications to SaaS Services or Software. City hereby acknowledges and agrees that I.F. may, at any time without prior notice, change, modify, enhance or alter any features, functions or capabilities of the SaaS Services or the Software, in its sole discretion,

without affecting any term or condition of this Agreement (including Fees) so long as such changes do not materially and adversely affect City's overall user experience or efficiency.

(b)   Service Levels. Subject to the terms and conditions of this Agreement, I.F. shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in the attached Exhibit B, which is hereby incorporated herein.

(c)   Support. The access rights granted hereunder entitles City to the SaaS support services described on Exhibit B for ongoing and continuous one year periods following the Effective Date hereof, if and to the extent that City purchases such support services at the Fees applicable thereto.

(d)   Cloud Provider; Cloud Services. City hereby acknowledges and agrees that the Cloud Services are made available to City and to Authorized Users in accordance with the following Cloud Provider terms and conditions, as amended from time to time (and automatically incorporated herein as and when so amended), and any and all other Cloud Provider terms and conditions applicable to the Cloud Services:

(i)   The AWS Online Subscription Agreement is found at https://aws.amazon.com/agreement/.

(ii)   The AWS Online Services Terms is found at https://aws.amazon.com/service-terms/.

(iii)   The AWS Online Service Level Agreements, found at https://aws.amazon.com/legal/service-level-agreements/.

(d)   Disclaimers. The City, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that the foregoing Cloud Provider terms and conditions describe, restrict, limit and disclaim certain rights, obligations, damages and liabilities of or available to I.F. as its prime contractor and by extension to City and to any and all of its Authorized Users. City, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that (i) nothing in this Agreement is intended to nor shall be deemed to create any duty, obligation or liability of, by or against I.F. regarding the Cloud Services that are excluded or disclaimed by Cloud Provider, (ii) that the foregoing Cloud Provider terms of use and subscription agreement shall govern any conflicting terms herein as to the Cloud Services, and (iii) CITY AND ALL AUTHORIZED USERS HEREBY AGREE TO LOOK SOLELY TO THE CLOUD PROVIDER (AND HEREBY WAIVE AND RELEASE I.F. FROM) ANY AND ALL DUTIES, RESPONSIBILITIES, DAMAGES AND LIABILITIES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN THE CLOUD SERVICES WITHIN THE CLOUD PROVIDER'S CONTROL AND/OR OUTSIDE I.F.'S CONTROL.

(e)   City Data Recovery & Retention. During the Term hereof, City shall have the right to access, download and use all City Data, included all Authorized User data, in its discretion and as permitted by applicable law, the obligations of which shall be City's sole responsibility. Notwithstanding the foregoing, City must recover any and all City Data that it desires to receive and retain not later than ninety (90) days after termination of this Agreement,

regardless of cause (the "Data Recovery Period"). After expiration of the Data Recovery Period, I.F. may destroy or delete all City Data from all I.F. computers, services and cloud instances.

4. City Responsibilities.

(a)   General. Without prejudice to any and all duties and obligations of City hereunder under any other agreement, City is responsible and liable for all uses of the SaaS Services and Documentation resulting from any access provided or permitted by City, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, City is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by City will be deemed a breach of this Agreement by   City. City shall make all Authorized Users aware of their duties and obligations hereunder as applicable to their respective use of the SaaS Services and shall cause Authorized Users to comply with all such requirements.

(b)   Third-Party Products. I.F. may from time to time, upon request by City or otherwise, make Third-Party Products available to City independently of the SaaS Services by separate agreement or as an element hereof. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions (wherever memorialized) and, only if hosted or supported by I.F., will be subject to any applicable flow through provisions referred to in SOW or Exhibit B as applicable. If City does not agree to abide by the applicable terms for any such Third-Party Products, then City should not install or use such Third-Party Products.

5. Fees and Payment.

(a)   Fees. City shall pay I.F. the fees ("Fees") as set forth in the Statement of Work without offset or deduction. City shall make all payments hereunder in U.S. dollars on such date as to be received by I.F. on or before the due date set forth in SOW. If City fails to make any payment when due, without limiting I.F.'s other rights and remedies: (i) I.F. may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) City shall reimburse I.F. for all reasonable costs incurred by I.F. in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fourteen (14) days or more, I.F. may suspend City's and its Authorized Users' access to any portion or all of the SaaS Services (without terminating this Agreement so that further Fees may accrue) until all such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by City under this Agreement are exclusive of taxes assessments or other charges by governmental authorities. City is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by City hereunder, other than any taxes imposed on I.F.'s income.

(c)   Auditing Rights; Retention of Records. City agrees to maintain complete and accurate records during the Term and for a minimum period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. I.F. may, at its own expense, on reasonable prior notice, periodically

inspect and audit City's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that City has underpaid I.F. with respect to any amounts due and payable during the Term, City shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). City shall pay for the costs of the audit if the audit determines that City's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6.   Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, non-public and proprietary third-party information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without access to or use of the proprietary data or material. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that the Party making the disclosure pursuant to the order or applicable law shall seek confidential treatment of the Confidential Information to the greatest extent possible under the order or applicable law and shall first give written notice to the other Party in time sufficient to allow the other Party to seek a protective order or other available limitation of such disclosure; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information.. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a patentable invention or trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to patent or trade secret protection under applicable law.

7.   Intellectual Property Ownership; Feedback.

(a)   I.F. IP. City acknowledges that, as between City and I.F., I.F. owns all right, title, and interest, including all intellectual property rights, in and to the I.F. IP and to the intellectual property rights of its licensors. With respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products subject to I.F.'s license rights therein.

(b)   City Data. I.F. acknowledges that, as between I.F. and City, City owns all right, title, and interest, including all intellectual property rights, in and to the City Data. City hereby grants to I.F. a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the City Data and perform all acts with respect to the City Data as may be necessary for I.F. to provide the SaaS Services to City, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all City Data incorporated within the Aggregated Statistics.

(c)   Feedback. If City or any of its employees, contractors, agents or Authorized Users sends or transmits any communications or materials to I.F. by mail, email, telephone or otherwise, suggesting or recommending changes to the I.F. IP, including without limitation, the addition of new features or functionalities relating thereto, or any comments, questions, suggestions or the like relating thereto (collectively, "Feedback"), I.F. is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. City hereby assigns to I.F., on City's behalf and on behalf of its employees, contractors, agents and/or Authorized Users, all right, title, and interest in and to such Feedback, and I.F. is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although I.F. is not required to make any use of any Feedback.

8.   Data Protection Terms.

For purposes of this Section 8, the following terms shall mean as follows:

"*Business*" means as defined in the CCPA.

"*CCPA*" means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq.

"*Data Protection Laws*" means all applicable laws, regulations and requirements in any jurisdiction relating to data privacy, data protection, data security and/or the processing of Personal Information, including, without limitation, the CCPA.

"*Data Subject*" means an identified or identifiable natural person about whom Personal Information relates, including a "consumer" as defined in the CCPA.

"*Data Subject Rights*" means those rights identified in the CCPA as granted to Data Subjects.

"*Personal Information*" includes any personally identifiable information as defined by applicable Data Protection Laws and includes any City Data which meets such definition.

"*Process*" and "*Processing*" means any one or more operations performed on personal information, whether or not by automated means.

"*Sale*" or "*sell*" means as defined in the CCPA.

"*Security Breach*" means (i) the loss or misuse of City Data; or (ii) the inadvertent, unauthorized and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction or use of any City Data.

"*Service Provider*" means as defined in the CCPA.

(a)   City hereby represents, warrants and covenants to I.F. that City has provided or will provide timely, correct and complete privacy notices to all Data Subjects included in City Data in compliance with all applicable Data Protection Laws. City further represents, warrants and covenants to I.F. that City has obtained or will obtain timely, transparent, informed, voluntary and complete consents from all Authorized Users as required by Data Protection Laws for Client's use of the SaaS Services and Software, including consent to (i) I.F.'s collection, use, and disclosure of City Data (to the extent such data includes Personal Information) and (ii) I.F.'s Processing, use, storage and transfer of City Data relating to City's and Authorized Users' use of the SaaS Services and Software.

(b)   For CCPA purposes, if and as applicable, the parties agree that I.F. is or shall be deemed to be a Service Provider to City for all purposes covered by this Agreement.   Accordingly, the parties hereby agree that I.F.'s access to and use of any and all City Data uploaded into the SaaS Services and/or Software or otherwise provided to or made available to I.F. which constitutes Personal Information is subject to the following agreements and restrictions:

>(i)   City is providing such City Data only as necessary for I.F. to carry out the business purposes represented by this Agreement;

>(ii)   I.F. agrees not to retain, use or disclose the CityData for any purpose except to perform this Agreement for City;

>(iii)   I.F. agrees not to sell, disclose or provide access to City Data to any third party except to the Cloud Provider and then solely to perform the Cloud Services for the benefit of City. City's execution of this Agreement constitutes City's consent to all such uses and disclosure by I.F. to the Cloud Provider; and

>(iv)   I.F. agrees to cooperate with and support City's compliance with and response to any consumer's exercise of its Data Subject Rights under the CCPA relating to any City Data held by I.F. or by the Cloud Provider; *provided that* I.F.'s sole obligation to the Cloud Provider is to notify it of any such exercise of Data Subject Rights and carry out City's instructions with regard thereto.

(c)   I.F. agrees to take all reasonable actions to Process any Personal Information subject to Data Protection Laws only in accordance with City's instructions solely to perform the terms and conditions of this Agreement for the sole benefit of City.

(d)   If either party believes that a Security Breach has occurred, such party must notify the other party as promptly as possible without unreasonable delay. Each party will reasonably assist the other party in complying with and mitigating any potential damage resulting from a Security Breach in accordance with applicable Data Protection Laws.

9.   Limited Warranty and Warranty Disclaimer.

(a)   I.F. warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation and this Agreement. I.F. does not make any representations or guarantees regarding uptime or availability of the SaaS Services unless and to the limited extent specifically identified in Exhibit B. The remedies set forth in Exhibit B are City's sole remedies and I.F.'s sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY TO, AND INTERPERSONAL FREQUENCY STRICTLY DISCLAIMS, ANY AND ALL WARRANTIES WITH RESPECT TO ANY CLOUD PROVIDER PRODUCTS OR SERVICES AND/OR THIRD-PARTY PRODUCTS.

(b)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE INTERPERSONAL FREQUENCY IP IS PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPERSONAL FREQUENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INTERPERSONAL FREQUENCY MAKES NO WARRANTY OF ANY KIND THAT THE INTERPERSONAL FREQUENCY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CITY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10.   Indemnification.

(a)   I.F. Indemnification.

(i)   I.F. shall indemnify and hold City harmless from and against any and all losses, fines, damages, liabilities and costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding (collectively, "Third-Party Claim") that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets), provided that City promptly notifies I.F. in writing of the claim, and cooperates with I.F..

(ii)   If such a claim is made or appears to be possible of assertion, City agrees to permit I.F., at I.F.'s sole discretion, to (A) modify or replace the SaaS Services, or any component or part thereof, as necessary to make the SaaS Services non-infringing, or (B) obtain the right for City to continue use of the SaaS Services in any acceptable form. If I.F. determines that neither alternative is reasonably available, I.F. may terminate this Agreement in its entirety or with respect to the affected component or part of the SaaS Services or the SaaS Services as a whole, effective immediately on written notice to City.

(iii)   This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by I.F. or not authorized by I.F. in writing; (B) modifications to the SaaS Services not made by

I.F.; (C) City Data; or (D) any Cloud Provider products or services or Third-Party Products.

(b)   Sole Remedy. THIS SECTION 9 SETS FORTH CITY'S SOLE REMEDIES AND INTERPERSONAL FREQUENCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE FOR DIRECT DAMAGES UNDER THIS SECTION 9 IN EXCESS OF THE LIMITATION OF LIABILITY AMOUNT SET FORTH IN SECTION 10 BELOW.

11.   Limitations of Liability.

IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INTERPERSONAL FREQUENCY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL INTERPERSONAL FREQUENCY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO INTERPERSONAL FREQUENCY BY CITY UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM(S).

12.   Term and Termination.

(a)   Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the

B.   one-year anniversary of such date (the "Initial Term"). Subject to the appropriation of funds, this Agreement will automatically renew for one additional one-year term unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b)   Termination. In addition to any other termination right set forth in this Agreement:

(i)   Either Party may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually

performed under the Agreement before the termination date.

(ii) I.F. may terminate this Agreement, effective on written notice to City, if City: (A) fails to pay any Fees or other amounts when due hereunder, and such failure continues for more than fourteen (14) days after I.F.'s delivery of written notice thereof; or (B) City or any Authorized User breaches any of its respective obligations under Section 2(c), Section 2(e) or Section 6;

(iii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iv) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, City and all Authorized Users shall immediately discontinue any and all use of the I.F. IP and, without limiting City's obligations under Section 6, City shall return all copies of the I.F. IP. No expiration or termination will affect City's obligation to pay all Fees or other amounts that may have become due before such expiration or termination, or entitle City to any refund thereof or thereto.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10 & 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the PSA and any and all other Exhibits and documents incorporated herein by reference, constitute the sole and integrated agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement, the PSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern such conflict or inconsistency: (i) first, the PSA; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the

Exhibits to this Agreement (unless and to the extent they expressly override any provisions of the PSA or this Agreement); and (iv) fourth, any other documents incorporated herein by reference (unless and to the extent they expressly override any provisions of the PSA or this Agreement).

(b)   Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c)   Force Majeure. In no event shall I.F. be liable to City or any Authorized User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond I.F.'s or any Cloud Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d)   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e)   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f)   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the United States District Court for the Eastern District of Michigan or the

Washtenaw County Circuit Court , and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If this Section should conflict with or be inconsistent with the governing law, jurisdiction and venue clause of the PSA, the provisions of the PSA shall govern.

(g)   Assignment. City may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of I.F. Any purported assignment or delegation in violation of this Section will be null and void. No permitted assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and to the benefit of their respective permitted successors and assigns.

(h)   Export Regulation. The SaaS Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. City shall not, directly or indirectly, export, re-export or release the SaaS Services or the underlying software or technology to, or make the SaaS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, policy, rule or regulation. City shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Services or the underlying Software or technology available outside the U.S.

(i)   U.S. Government Rights. The Software and Documentation tools, components or functionalities comprising the SaaS Services constitute a "commercial item" as defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" under 48 C.F.R. § 12.212. Accordingly, if City is an agency of the U.S. Government or any contractor therefore, City only receives those rights with respect to the SaaS Services and Documentation as are granted to all other end users in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies, users and their contractors.

(j)   Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of City, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B: PREMIER SERVICE LEVEL AGREEMENT; SUPPORT & MAINTENANCE TERMS

This Service Level Agreement is integrated into and made a part of the Agreement and outlines the level of service that I.F. will provide in the event of outages, standard maintenance, scheduled maintenance and other issues with City's hosted website.

Interpersonal Frequency (I.F.) will provide City with our Fulcrum cloud server based SaaS hosting, managed Drupal (version 7, 8, or 9) CMS, necessary technical and support infrastructure, and the service levels detailed on the following pages, for a single website (or websites defined in SOW). Domain Name Services (DNS), domain name registration fees, and security certificates for encrypted communication are not included (with the exception of LetsEncrypt.org automated certificates provisioned by I.F.). Additional websites or sub-domains not specified in SOW are excluded and will be removed or suspended if detected unless previously authorized by I.F. in writing.

Fulcrum Cloud Services: Managed Hosting with Drupal CMS Care

The following sections cover Standard Maintenance, Scheduled Maintenance and Emergency Maintenance of the SaaS Services. With certain exceptions described below, each of these forms of maintenance are included with your Fulcrum SaaS subscription over the period specified.

Standard Maintenance

This is routine and necessary maintenance that is done in a way that does not interfere with Client's normal web server operations. This type of maintenance is done on a regular basis. I.F. prioritizes such maintenance based on Client's needs each month and may include:

- examining and rotating server and web log files
- checking automated backups, both of the site & database(s)
- applying standard operating system security patches
- applying standard operating system bug fixes
- applying infrastructure layer patches (PHP, cache, db, etc.)
- applying standard Drupal core CMS security updates
- applying standard Drupal module security updates
- disabling unused accounts, such as those unused for more than 60 days.

In the event there are critical patches that affect our operational security, either at the operating system level or at the Drupal CMS level, I.F. may elect to patch those components through our standard maintenance process at any time in our discretion. However, these are typically part of our Scheduled Maintenance (see below). Standard maintenance covers application and database issues. Backups are done automatically, with a typical minimum of one backup per day (and hourly on the production database).

I.F. follows best practices for installing maintenance updates regularly on the test/staging server first before "pushing" these updates to the live servers. I.F. may request City to review updates on the testing environment prior to going live. We reserve the right to deploy these types of patches without City review.

Scheduled Maintenance: Covered by Separate I.F. Support Plan

Scheduled Maintenance is a higher level of maintenance, where I.F. engineers make preventive or corrective modifications to the configuration of the server or web applications (e.g., Drupal CMS). SCHEDULED MAINTENANCE AS DESCRIBED BELOW IS NOT INCLUDED IN OUR FULCRUM SAAS SUBSCRIPTION. Scheduled maintenance is often part of an (optional) I.F. support plan. In any event, YOU ARE REQUIRED TO PERFORM (OR ALLOW TO BE PERFORMED) SCHEDULED MAINTENANCE, including but not limited to the tasks below. Failure to do so means we may suspend your service to ensure overall system integrity or security.

Tasks include, but are not limited to:
- applying Drupal CMS module updates
- applying Drupal minor version upgrades (e.g., Drupal 8.1 to Drupal 8.2)
- applying patches to custom software / applications, including custom Drupal Modules and third-party applications
- upgrading server software packages, including major "dot releases" (e.g., significant PHP version upgrades)
- major modifications to cloud server configuration (e.g., adding RAM/memory)
- major modifications to the operating system

Because such maintenance tasks are inherently riskier, these tasks are normally scheduled to occur outside of regular operating hours (see below). I.F. normally provides at least two days' notice to affected clients for Scheduled Maintenance. Such maintenance down time does not count against our uptime guarantee. This policy exists to protect our client's interests and the integrity of the software and hardware installation. A client may request that scheduled maintenance occur during business hours if the maintenance is specific to the client or on a Fulcrum dedicated subscription; if this is requested, we require our clients to submit a notice via our support intake system to confirm, as this is outside of I.F.'s policy. I.F. reserves the right to conduct scheduled maintenance at any time, in its discretion, should overall system stability be threatened.

Emergency Maintenance

Emergency Maintenance is performed by I.F. engineers in the event of a "Critical-High-Urgent" emergency, see definition under Response Time Goals section below. There are two types of emergencies: controllable and uncontrollable.

- Controllable emergencies are emergencies where our client commits an error that is largely preventable. Examples of such errors include but are not limited to bypassing restrictions of the CMS; client engineers performing code updates that were not tested and/or not operating from the "Clients Who Code" instructions; uploading very large files that are not optimized for the web; DNS changes made without at least two (2) advance day notification to I.F.; or denying the installation of a required security patch; errors caused by third-party APIs.
- Uncontrollable emergencies are emergencies that are largely out of the control of either the client or I.F., such as a break in internet connectivity or Distributed Denial-of-Service condition.

Both types of emergencies are covered by I.F. SLA response times (see below).

Hours of Operation

Interpersonal Frequency uses servers and resources solely in the continental United States of America, except for any Content Delivery Network (CDN) we may provide. The client is required to contact I.F. via authorized means for the response time commitments to apply: via the support intake system or toll-free phone number with a logged ticket. I.F. representatives will respond to non-critical client requests for support within 1 hour during business hours, and by 9 a.m. ET the next business day for non-critical requests submitted outside of business hours. See our response time goals below. Business hours for I.F. are Monday - Friday, excluding Federal holidays, 9am ET - 5pm ET for our U.S. clients based in the Eastern or Central time zones, and 9am – 5pm PT for customers in the Mountain or Pacific time zones.

Getting Support for Fulcrum SaaS or for I.F. Support Plans

In order to obtain support, an authorized contact must request support via the support intake system (preferred) or, in an emergency, call toll-free 844-311-iFiF. You must always first make use of our dedicated toll-free telephone number and/or support intake system prior to calling any individual I.F. employees for our SLA commitments to apply. We make use of ticket tracking software to assist in tracking service requests. I.F. will release information and perform work requested to only to designated, pre-authorized individuals at each client. It is the client's responsibility to update I.F. with the correct authorized users, to include email address and mobile numbers, by having an existing authorized contact email I.F. support at the address above with any changes.

Uptime Commitment and Exclusions

Subject to the provisions of Section 3 (as to our Cloud Provider) and the other terms and conditions of the Agreement, our goal is for our SaaS hosting environment to provide an uptime of 99.95% for public (anonymous) site users and 99.9% for content editors/administrators on a rolling ninety-day basis. These guarantees exclude any Cloud Provider exclusions plus the following conditions:

- Scheduled maintenance;
- Issues caused by user error or by client-specific third-party integrations including controllable emergencies (see definition below);
- Denial-of-Service (DoS) conditions. DoS is defined as a condition where total inbound bandwidth to our CDN (if applicable) or Fulcrum origin servers unexpectedly (i.e., without notifying I.F. support 24 hours in advance) exceeds 120% of the previous 30-days' 90th percentile bandwidth, measured in Gbps;
- DoS-like conditions caused by a customer's unauthorized or inadvertent actions, including but not limited to penetration testing of Fulcrum systems ("pentesting") or other customer error such as excessive queries by an external service or insufficient operating limits of a Client-provided Third-Party service;
- External conditions which exceed normal and allocated operating limit;
- DNS (domain name server) issues, including customer DNS downtime;
- Previously unauthorized testing, scanning, port-scanning, and client security testing; you must notify I.F. one week (5 business days) in advance to conduct such testing, and such

testing is subject to I.F. Cloud Provider and I.F. approval at its sole discretion.

I.F. shall have the right, in its sole discretion, to ban IP addresses and/or restrict traffic in order to maintain system stability if any of the above are detected or if the Cloud Provider takes any other remedial actions permitted under its terms of service. Our uptime commitment is only in effect if payment(s) for hosting are up-to-date. Optional Apache Solr or Elasticsearch service which may be included in your Premier Fulcrum hosting are excluded from our uptime commitment.

Emergency Service Conditions

This Agreement includes the following levels of emergency service:
- Uncontrollable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, I.F. will work to mitigate or fix any issues caused by increased traffic, denial-of-service attack, or other server or network based issues as quickly as possible. There is no additional charge above the standard monthly fee agreement so long as these issues are not caused by any change from the client or its contractors who have been authorized to work on Fulcrum Cloud Services or-related third party systems.
- Controllable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, a controllable emergency is any issue that could be corrected through the regular management admin interface and related web based interfaces available to the client. This includes, but is not limited to, issues that could be corrected by un-publishing content due to formatting issues, poorly formatted database queries caused by non-I.F. engineers on database(s), programming errors introduced by the client or by third-party tools and APIs integrated with the clients' website, or site usage/bandwidth exceeding allocated amounts (defined below), and unavailability relating to malware, viruses, Trojan horses, and/or malicious code that was introduced by the client directly or indirectly, and client DNS outage or usage of the site as a file server.

I.F. technicians will respond to "Critical/High/Urgent" emergencies (see definitions under "Response Time Goals" section below) issues within 1 (one) hour during regular business hours. You must notify us if you detect an issue via the modes identified in the earlier "Getting Support for Fulcrum SaaS or for I.F. Support Plans" section for our response times to apply. I.F. strives to respond more quickly than these time frames; these are our minimum commitments. I.F. engineers will determine if an outage or issue is an uncontrollable or controllable emergency based on overall hosting system availability for all I.F. clients; if no other clients are experiencing related or similar issues, we will preliminarily judge the issue to be "controllable." In any case, our first priority is to resolve any critical or emergency issues. After resolution, I.F. will perform a "root cause" analysis, which will provide information on why the failure occurred and how to prevent it in the future. If necessary, the root cause analysis will also judge the critical or emergency issue as "controllable" or "uncontrollable."

Response Time Goals

Criticality	Description	Response Time	Resolution Time Objective
Critical - High - Urgent	The production environment is unavailable for a large number of anonymous users or authenticated users or the Client's business operations are severely impacted with no available workaround.	Under 1 hour	1 hour
Medium	The production environment is operating but an issue is causing disruption of business operations and any workarounds are insufficient; dev/testing/train environment are severely degraded affecting authenticated user access (e.g., content authors, developers).	1 hour during business hours; 2 hours otherwise	4 business hours
Low	All environments are operating, but the issue is inconveniencing a minority of public or authenticated users	2 hours during business hours; next business morning otherwise	5 business days

The above service response times and Recovery Time Objectives are our commitments, subject only to any constraints or limitations imposed by our Cloud Provider. I.F. makes every commercially reasonable effort to respond and resolve issues as quickly as possible. In general, we can respond to most Critical systems issues within five minutes.

During weekends, US Federal holidays, and evening hours, an emergency response fee of $500 will be charged per incident and added to your hosting invoice should the incident be deemed a controllable emergency. This is in addition to any regular fees you pay for hosting. There is no charge (above the standard fee) for non-emergency issues responded to during normal business hours.

Escalation: In case of any kind of emergency issue that causes an outage, we automatically escalate to a supervising engineer after one hour (or faster if no relevant issues are seen). If the senior engineer cannot find the cause after one hour, it will be escalated to the network provider and, if necessary, the Cloud Provider.

Monitoring: I.F. uses commercially reasonable means to monitor our Cloud Services performance and Citygsite status. IT IS YOUR RESPONSIBILITY TO REPORT ISSUES TO I.F. VIA THE PREVIOUSLY DEFINED EMAIL AND/OR PHONE NUMBER FOR OUR SERVICE COMMITMENTS TO APPLY. These systems automatically notify us of many possible issues. We reserve the right to deactivate or discontinue the use of any/all I.F. monitoring or alarms caused by intermittent issues unresolved by the City, including City DNS issues or API-limit issues causing throttling of City-provided Third Party Services, at any time and suspend our uptime guarantee until such issues are remediated by the City to the satisfaction of I.F, in its sole judgement.

Service Credit

I.F. strives to ensure that all the web properties we manage are accessible at all times. There are circumstances, both in and outside of our control that may cause interruptions of service. Our systems are monitored 24 hours a day through automated systems continuously, and our technicians are paged immediately upon any monitoring alerts. Should we be alerted to a problem, we will begin work during business hours and continue to work beyond regular business hours with no extra charge to City. In the unlikely event that we are unable to meet our response time guarantee or our server uptime guarantee for reasons within our control (excluding those caused by Cloud Provider), I.F. will credit a pro rata amount. The amount of proration will be based on the formula: (Fulcrum Managed Cloud Hosting Yearly Fee) / 12 (i.e., number of months in a year) = amount of Service Credit. The Service Credit will exclude any fee paid for non-Fulcrum items (e.g., Drupal Support hours/tickets, if applicable, the pro rata bundled cost of a Voice of Citizen® subscription, CDN subscription). This service credit will be issued against a subsequent hosting invoice (e.g., the next quarter or year depending on your billing setup). If the issue is an uncontrollable emergency and we fail to respond in within our Response Time, we will also not assess any emergency response fee. We will measure the total time of failure using our internal monitoring system. One such service credit is available per each one-year subscription period.

Infrastructure, Scaling, and Redundancy

We provide redundancy through I.F. and the Cloud Provider's architecture, and both I.F. and the Cloud Provider each maintain automated tools to facilitate recovery where redundancy is not feasible. We engage Cloud Providers with a cloud server footprint in multiple data centers to facilitate restoration in the event of a datacenter-level failure. We urge you to use redundant providers for upstream services like DNS which Fulcrum Cloud Services rely upon.

Database and File size

City website's (database and files) are limited in space (detailed in the Fulcrum hosting quote you will receive and/or in Statement of Work). City will be notified if more space is required and billed for at then prevailing rates. The maximum file size permitted on our Fulcrum Cloud Services is 256MB; we recommend files no larger than 15MB hosted on our systems for optimal performance. Some clients will receive the (optional, extra fee) Fulcrum Large File Uploads feature; for such clients, the maximum file size permitted is 5GB.

Page Views & Bandwidth

Web hosting includes up to a defined maximum per month (see your Fulcrum hosting quote or Statement of Work), and consistent overage in page views will require additional hosting fees. In addition, total bandwidth transfer to Fulcrum origin servers is limited to 2TB (both inbound and outbound) each month. Our optional CDN/WAF/DDoS Third-Party service has virtually unlimited bandwidth for public / anonymous users included. We reserve the right to manage traffic across our upstream networks to protect our operations, including restricting traffic and/or IPs. VIDEOS ARE NOT ALLOWED TO BE HOSTED DIRECTLY ON OUR FULCRUM ARCHITECTURE; WE REQUIRE OUR CLIENTS TO USE A THIRD PARTY SERVICE (E.G., YOUTUBE) FOR VIDEO FILES. Should peak usage conditions require I.F. to horizontally or vertically scale origin server resources, I.F. will provision necessary resources to protect system integrity and invoice City at our cost + 20%.

Backups

Fulcrum automatically makes encrypted hourly backups of content, and encrypted daily backups of file information and code repositories on production ("live") systems. Data restoration requests must be made to I.F. support via email and will be prioritized accordingly. Excessive requests (beyond one such request per calendar month) shall be billed at the then-prevalent DevOps engineering rate per quarter-hour thereof. Non-production environment backups (e.g., for development, testing, or training servers) are done daily. The client can elect to make and download a backup at any time in any environment via Fulcrum GUI. You may download any backup at any time to your own systems. Retention of backups from production and other environments is on a rolling 7-day basis, with the oldest backups automatically deleted. Clients may elect, contingent on an extra fee, for the Fulcrum 6 Month backup retention feature. For such clients, one (1) weekly backup is preserved each week for 6 Months, on a rolling basis, and beyond the normal 7-day basis retention.

Infrastructure

The collective infrastructure of I.F. and its Cloud Provider provides burst capacity to millions of anonymous users, which will be able to handle the typical traffic on the client's website. The hosting fee includes security updates for the Drupal CMS but not major/minor revision upgrades (e.g., Drupal version 7 to Drupal version 8). Such upgrades are handled via an optional I.F. support plan if desired. Our fee does include I.F. or Cloud Provider hosting infrastructure upgrades (e.g., hardware, operating system, etc.) as needed. I.F. reserves the right to adjust cache times (i.e., content publishing cache) to ensure client site operability.

Voice of Patron®/Voice of Citizen® SaaS analytics service

Premier SLA customers may receive a subscription to our Voice of Patron® (for public libraries) or Voice of Citizen® (for civic government) service, with semi-annual reporting (i.e., two (2) reports per year) and insights collection, included with their Fulcrum SaaS subscription. This technology collects analytics about your web users via an active (survey)-based system and passive (behavioral/clickstream) system. Please see related Privacy Policy and Terms of Service.

Drupal Support from our Solutions Engineering Team

In addition to Drupal CMS Care, which is a part of our Fulcrum SaaS services, we may provide you with an I.F. Support contract. Support Contract tickets/hours are separate from Drupal CMS maintenance services. However, you will contact the I.F. Solutions Engineering Team through our support intake system as you would for Fulcrum-related questions. Drupal Support contract response times are different than Fulcrum cloud services response times and negotiated separately as part of your Support contract.

This Service Level Agreement (SLA) is subject to change at any time, in our discretion, and such changes or amendments will automatically apply to the Agreement and to this Exhibit B.

Disaster Recovery

I.F. provides superior service level guarantees on network uptime, infrastructure availability and server failure replacements, subject to the terms of use of our Cloud Provider. These high level service commitments are augmented with a high- availability backup placed in a separate data center of the Cloud Provider.

Network Outage Scenario

In the event that a prolonged network outage does not prevent us , and at City's written request, I.F. will move the client web site / systems to another facility. The website and data will be recovered from the most recent available known-good backup of the site, and moved to a separate hosting provider once the new infrastructure has been made available to I.F. engineers. Migration to the new Cloud Provider or alternative facility will be billed at the then current I.F. billing rates (if an I.F. support plan is not already in place), and the hosting costs of the new servers are the responsibility of the client.

Severe Cloud Server or Infrastructure Failure Scenario

In the event of a severe server or infrastructure failure whereupon the client's website or applications are rendered unreachable, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the clients' website from the most recent "good" backup upon provisioning by I.F. of new servers. This will be done at no additional charge to the client so long as it is not the result of a controllable emergency issue, as defined above.

Data Center Disaster Scenario

In the unlikely event of a natural or man-made disaster that disables the entire data facility within which our clients' website(s) reside, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the client's web site, at the client's request, to an unaffected data center, assuming that the backup is recoverable from the affected data facility. (I.F. standard policy is to have one backup of a client's website and data in a physically separate facility from the main facility.) Migration to a new Cloud Provider or Cloud Provider hosting facility will be billed at then-current I.F. billing rates, and the hosting costs of the new servers are the responsibility of the client. The client's website may be restored from a backup to a secondary Cloud Provider site at no charge.

Security for Fulcrum Cloud Services & SaaS Services

Fulcrum is designed specifically as an enterprise government Drupal web platform and uses a security first approach. Subject to the terms of use of our Cloud Provider, Fulcrum provides a secure platform where I.F. customers may develop and maintain highly-available, secure websites. Subject to the terms of use of our Cloud Provider, I.F. manages, monitors, and secures the environment where our customer websites run including the operating system and LEMP (Linux, Nginx, MySQL, PHP) stack and network layers. Additionally, I.F. provides tools to manage this system.

Subject to the terms of use of our Cloud Provider, I.F. will protect our customers' Drupal installation with secure infrastructure, appropriately configured access to resources, and industry-leading best practices around updates and managing data. Fulcrum provides:

- Docker-container based architecture, wherein every component is isolated and treated from a least-trust model where possible
- Denial of Service Protection via Third-Party product DDoS protection (optional), WAF, and Amazon AWS load balancer/IP means
- Automated security monitoring on the Fulcrum origin servers
- HTTPS with End-to-end encryption (the client is responsible for providing security certificate(s) unless LetsEncrypt.org service is used, as recommended)
- IP-whitelisting via Fulcrum Zuul, Fulcrum Streamlined Whitelist (FSW) and optional MFA (multi-factor access)
- Role-based permissions
- Automated encrypted backup and retention, including hourly backups of production environment database (Note: restoration requires a support ticket to I.F. support)
- Secure code and database access via version control and other means (Note: I.F. does not provide direct database access to Fulcrum SaaS Services)
- Secure Cloud Provider data centers that are SOC 2 Type II and/or ISO 27001 certified; optional GovCloud FISMA/FedRamp environment available though not recommended for I.F. non-U.S. Government customers).

The architecture is run as though no single component can be trusted by ensuring isolation between components. The Fulcrum infrastructure is built on a container-based architecture (Docker), which can be run in both the public cloud (AWS) as well as a private cloud environment (e.g., the clients' Tier 1 data center). Containers allow partitioning into isolated areas where individual applications (e.g., web server, Varnish cache, etc.) can run virtually independently. The Fulcrum infrastructure isolates resources while making it simple to scale and deploy updates across the entire infrastructure readily. We support encryption including TLS. The Fulcrum architecture uses the Amazon Aurora distributed file system in the cloud, leveraging either Amazon's Elastic File Store (EFS), or when configured in a client data center, GlusterFS bricks. Database services are also clustered, using Amazon's Aurora distributed database service (in the cloud) or MariaDB Galera Cluster in a client data center. Resources are accessed over encrypted channels using client-server authentication. Fulcrum core infrastructure will never be directly accessible by the public (and its BGP origin protected) by our optional CDN/WAF/DDoS service. This means that DDoS and other types of router-based attacks more difficult. All of these

features combined together is why we (in conjunction with our Cloud Provider) can offer a 99.95% public uptime (must select optional CDN/WAF/DDoS service).

Security Monitoring & Network Intrusion Protection

I.F. runs a multitude of automated and other checks in real time of its Fulcrum cloud-hosted environment, made available to our DevOps team via the Amazon Cloudwatch service. These systems allow logging and auditing of activities via monitoring tools like New Relic. I.F. uses AWS security groups and public/private key as the only way a Fulcrum admin can access a server for administration level access (command line access). Traffic is tunneled to origin servers, preventing circumvention of request validation, filtering, and caching. The public/private key security infrastructure runs for any services available from our Fulcrum GUI, Fulcrum Deploy, and Fulcrum Hinge workflow. At the container layer, our infrastructure detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are collected and analyzed.

Denial of Service Protection

I.F. works with Amazon (or other Cloud Provider) and Third-Party CDN/WAF/DDoS product (if selected) to provide management of denial-of-service attacks, filtering ongoing attacks and isolating traffic streams through Cloud Provider load balancers for each production (live) site and the production environment. Our CDN/WAF/DDoS services (which are optional) include BGP origin protection, making it challenging for public users to uncover the Fulcrum origin IPs. Fulcrum is designed from the ground-up to mitigate malicious bot attacks. Our solution's optional CDN/WAF/DDoS provides significant protections against Botnet attacks (layer 3, 4, and 7 OSI-model attacks), as well as BGP origin protection. I.F. and its Cloud Provider defend, host and defend some of the largest government customers in the United States. We are confident of providing you a highly available platform should you select our Fulcrum with CDN/WAF/DDoS Cloud Services.

Data Center Security

I.F.'s primary data centers are with Amazon Web Services (AWS), which provides 24/7 direct support on any issue. Access to data centers is granted though both keycard and biometric scanning protocols, and protected by round-the-clock surveillance monitoring. Every AWS data center employee undergoes a thorough background security check before hiring. The I.F. team does not have access to physical servers except those that may be provided by a client at a DR facility should you so choose (which is not a standard part of Fulcrum Cloud Services).

I.F. Employee Administrative Access

We grant access according to least privilege. Authorized employees can interact with servers via a secure system without terminal access—and if they must, SSH-key based authentication is used (no direct SSH to Fulcrum SaaS is possible; a bastion server is used). All I.F. DevOps and Drupal engineering employees, including the core team and Drupal Solutions Engineers, have undergone rigorous background checks. Our team is chosen and trained specifically for the needs of security conscious U.S.-based government customers.

Releasing Patches and Updates

I.F. and its Cloud Provider manage each dedicated Fulcrum instance for large customers individually, including the patch and update schedule. I.F. and its Cloud Provider continually deploys new container and upgrades to the infrastructure in the background, including the latest supported kernel, OS, and packages. Containers are migrated to the updated instances automatically and the older systems are retired. I.F. uses Ansible & Chef to help automate server changes, update containers, and prevent human errors on system updates and configuration changes. Core CMS application updates and security patches are tested internally by the dedicated I.F. Drupal Solutions Engineering team before the client's staff is asked to verify; once verification is complete, you authorize the release to production (of Drupal application updates). We and our Cloud Provider reserve the right to deploy system and application patches to protect the integrity of the system at will. We will make reasonable efforts to seek your approval prior to patch deployment.

Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CITY'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CITY'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CITY'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CITY ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to

supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).

Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to City ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations. Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU

WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not knowingly infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any of these Terms or out Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to

you in any form and you will have no further right to access any of the foregoing.

Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than City Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organizations) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

EXHIBIT B
COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Standard Billing Milestones & Deliverables

Note - Timing and schedule included here are for planning purposes only. Mutually agreed upon final schedule to be determined after contracting and during project planning.

Deliverable	Fees
Discover	
Milestone 1: - Project Kickoff meeting - Initiate Voice of Citizen® data collection	$6,100
Milestone 2: - Content Manifest initiated - Initiate In Depth Interviews	$6,099
Milestone 3: - Discovery Workshops - Project Communication Plan & Schedule	$6,099
Define	
Milestone 4: - Experience Outline delivered - Content Toolkit delivered	$9,150
Milestone 5: - Deliver Sitemap - Wireframes initiated	$9,150
Design	

Milestone 6: - Style Tile approved - Design Concept approved	$8,130
Milestone 7: - Design comps initiated	$8,130

Milestone 8: - Design comps approved - Style Guide delivered	$8,130
Front End Prototypes	
Milestone 9: - Build out Style Tile	$20,990
Milestone 10: -Front-end prototypes of 5 templates built with HTML5 and CSS3 delivered.	$20,000
Milestone 11: -Front-end prototypes of up to 9 additional templates built with HTML5 and CSS3 delivered (total deliverable - 10-14 templates).	$20,000
Total amount:	$121,978

2022 PSA over $75,000 Auto AI

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than $1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

   Bodily Injury by Accident - $500,000 each accident
   Bodily Injury by Disease - $500,000 each employee
   Bodily Injury by Disease - $500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

   $1,000,000   Each occurrence as respect Bodily Injury Liability or
                 Property Damage Liability, or both combined
   $2,000,000   Per Project General Aggregate
   $1,000,000   Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be $1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of $1,000,000.

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B.   Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

C.   Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.