EMPERFORM SAAS CONTRACT AGREEMENT

EMPLOYEE PERFORMANCE MANAGEMENT SOFTWARE

Presented to:

CITY OF BURLESON, TEXAS

141 WEST RENFRO, BURLESON, TX 76028

(817) 426-9847

Statement of Confidentiality

Due to the nature of the material contained herein, Corporate Renaissance Group (CRGroup) requests that this document and its contents not be discussed, disclosed or divulged to third parties without the written consent of CRGroup.

Notice or inquiries regarding this document should be directed to:

Corporate Renaissance Group, a Quisitive company
6 Antares Drive, Phase 3, Suite 200 Ottawa, Ontario Canada K2E 8A9
613-232-4295 E-Mail: info@employee-performance.com

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1. INTRODUCTION

emPerform (referred to as emPerform) is an employee performance and talent management software solution. The software is wholly owned by Corporate Renaissance Group, a Quisitive Company (**CRGROUP**).

This Agreement sets forth with terms and conditions governing the deployment of emPerform software, professional services being provided to train emPerform system administrators and post-implementation protocols related to software updates and additional support.

2. SOLUTION OVERVIEW

CRGROUP covenants that emPerform (a) is a collaborative, web-based software solution that facilitates the employee performance and talent management process, and (b) provides functionality that allows organizations to develop and deploy employee performance appraisals, performance journals and feedback, surveys, 360° multi-rater feedback questionnaires, 360° enabled performance appraisals, succession planning, compensation management and reporting.

The system administrator function deals with the administration of the solution and can be used by the Human Resources support group which will be responsible for the administration of the solution following the formal training provided as part of the implementation package described in **Appendix C**.

Administration of the solution includes, but is not limited to functions such as: maintaining all employee profiles, reporting relationships and data; creating, assigning and updating all performance and/or compensation criteria including rating scales, content definitions (example: Competency statements), compa-ratios and any other data that forms part of the CITY OF BURLESON, TEXAS data requirements; assignment of content to individuals or groups; assignment of employees to applicable performance or compensation forms; adjustments of changes to workflow; reporting and analysis.

All administrative and users can access the software from one of the following web browsers: Chrome v33.0+, Mozilla v28.0+, Safari v5.1.7+, Chromium and Edge v1.0+.

3. SOFTWARE LICENSING OPTION

3.1.1 SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION

For an annual subscription license fee CITY OF BURLESON, TEXAS agrees to subscribe to the emPerform software for a series of annual periods. The software will be hosted by CRGROUP (either by itself or through a third-party web hosting service). One (1) production site is included with this Agreement.

The annual subscription license fee includes the right to use emPerform and any upgrades that are released during the period of the subscription (to be installed by CRGROUP). The customer will be notified of the latest support packs and releases as soon as they are commercially released. Any support pack and release updates will be scheduled and approved by the customer in advance. In addition, the customer will receive notice of the subscription renewal date and the cost of renewal (based on the current Agreement).

Upon completion of the Agreed upon term, CRGROUP reserves the right to calculate the annual subscription license fee price based on current pricing in effect at the time of renewal. The customer will be given reasonable notice of any such changes before they occur. Reasonable notice is considered sixty (60) days prior to the completion of the agreed upon term.

Under this arrangement, CRGROUP reserves the right to pass on Service Level Agreements (“SLAs”) to CITY OF BURLESON, TEXAS, including but not limited to SLAs between CRGROUP and CITY OF BURLESON, TEXAS and SLAs between CRGROUP and any third-party web hosting service that it chooses as its hosting provider. The Software as a Service (SAAS) Service Level Agreement related to this option is provided in **Appendix D**.

The actual Software License Agreement is enclosed in **Appendix A**.

4. SERVICES: IMPLEMENTATION/INSTALLATION

Implementation and training packages are available with all emPerform deployments. The packages offered vary in length and duration and the time required to successfully implement the solution depends on several factors that include but are not limited to: the readiness of the organization, availability and quality of information, support from IT personnel, and efforts and experience and involvement of the customer's staff. The costs of these services will depend on the level of efforts required by the emPerform team and will be discussed and approved prior to the start of the implementation timelines.

During the implementation process, the emPerform Business Solution Consultant(s) will work with designated staff from CITY OF BURLESON, TEXAS to ensure that all agreed upon project deliverables and milestones are met to mutual satisfaction.

The implementation shall be considered complete unless a formal rejection of the implemented solution is provided within ten (10) business days of the last scheduled day of implementation. If the solution is rejected, a valid reason must be provided stating which previously discussed business requirement was not met.

Appendix B provides the Standard Terms and Conditions for these services as well as any other services that may be asked for and provided by CRGROUP.

Further detail on the implementation package selected by CITY OF BURLESON, TEXAS is detailed in **Appendix C.**

5. POST-IMPLEMENTATION SUPPORT

Following completion of the implementation, as defined in Section 4 of this Agreement, customer post-implementation support is provided by our Consulting Team and Technical Support Team. Post-implementation support is defined as either Technical Support, Business Support, or Professional Services and is governed by our Post Implementation Support Service Level Agreement.

5.1.1 POST-IMPLEMENTATION TECHNICAL SUPPORT

CRGROUP shall provide support for technical issues related to emPerform, technical issues related to emPerform upgrades (version, not platform) and any technical error messages received by the customer. It does not cover "Business Support" (see section 5.1.2 below). Post-implementation technical support is included at no additional charge to customers that are considered active on their chosen licensing plan.

Cases considered technical in nature are not billed to the Customer.

5.1.2 POST-IMPLEMENTATION BUSINESS SUPPORT

CRGROUP shall provide business support including but not limited to dealing with "how-to" questions related to emPerform or process functionality; providing an outline of steps needed to resolve the Customer's issue, providing references to areas in the emPerform Help Guide which will help the Customer to solve their issues, etc. Support of this nature commences on the date the implementation as described in this proposal has been completed (per Section 4 of this Agreement).

Business Support is included as part of the Customer's active subscription fee or enhancement fee and is not billed to the Customer.

5.1.3 POST-IMPLEMENTATION PROFESSIONAL SERVICES

Professional Services include, but is not limited to, additional administrator or end-user training, custom report writing, data integration, time spent configuring or reviewing the Customer setup in emPerform, evaluation and compensation modelling assistance, etc. Professional services are considered billable.

Post-Implementation Professional Services outside the scope of the implementation and not included as part of a Professional Services Package are billed at $175 hourly as incurred. Professional Services Packages are outlined in **Appendix F**.

5.1.4 POST IMPLEMENTATION SUPPORT SERVICE LEVEL AGREEMENT:

The CRGROUP Service Level Agreement for post implementation support guarantees response times by the CRGROUP support team members via both electronic and telephone support, based on severity level.

Response times are not guaranteed during Canadian statutory holidays, special company events and weather-related closures. CRGROUP guaranteed support hours are from 9:00am – 5:00pm Eastern Standard Time (EST), Monday to Friday.

Email: Support requests and related questions may be emailed directly to **support@employee-performance.com**. Email support requests submitted outside of regular support hours will be answered the next business day. The guaranteed response time begins from the start of new business hours.

Telephone: The support team may also be accessed through **1.877.711.0367** where callers will be directed to one of CRGROUP's product specific Support Team members.

Guaranteed Response Time: Guarantees are met when the emPerform support team responds to your support request within the guarantee period determined by the severity level of your problem (see below). A response is defined as the team representative beginning to work on the issue; a guaranteed response time is not a guarantee of a resolution. CRGROUP cannot guarantee resolutions to questions within the guarantee period, only responses to initial support requests.

Low severity problem requests have an eight business-hour response time (includes usability questions, i.e. How do I do this?); impact only 1 or 2 users; may be an error message which does not prevent normal work from occurring but is a source of annoyance; etc.).

High severity problem requests have a four business-hour response time (includes system-down situations as well as situations where an operation vital to success cannot be performed).

6. PRICING AND TERM:

CITY OF BURLESON, TEXAS has selected the emPerform Software as a Service (SAAS) Subscription License arrangement. Under this arrangement, pricing is as follows:

6.1.1 SUBSCRIPTION TERM

The subscription term is two (2) years (24 months).

The subscription commences on the date of contract execution. The date of contract execution is defined as the date of Customer acceptance to this Agreement, as defined in Section 7. Subscription fees are billed in two (2) annual installments during the subscription period. The client has the option to renew for an additional three (3) consecutive terms at the cost/license listed below.

6.1.2 TOTAL FIRST YEAR BILLING

ITEM	DESCRIPTION	COST
Software	372 emPerform Subscription Licenses @$39.00/license/year	**$14,508**
Implementation	**emPerform Implementation & Training** *(as outlined in Appendix C)*	**$10,230**
Integration	**One-way data integration from MUNIS®**	**$2,600**
	Total First-Year Billing:	**$27,338**

6.1.3 TOTAL SUSBSCRIPTION & ONGOING COSTS

ITEM	COST
Total Subscription Costs	**$14,508**
Annual Billing Fee	**$14,508**
Total Contract Commitment (2-year term)	**$41,846**

6.1.4 PRICING NOTES

- Prices are stated in US dollars and do not include any applicable taxes.
- Travel & other out-of-pocket expenses will be billed to the customer at incurred cost on a monthly basis.
- Additional users can be added at any time in increments of 10 at $39/user/year.
- emPerform Licenses and Implementation Services are billed upon receipt of the executed contract.
- On-going annual costs are billed on the anniversary date of contract execution and are billed in advance for the year that follows. These items are non-refundable once billed.
- Professional Services performed outside the original implementation and scope of regular business and technical support is billed at $175 per hour as incurred. See **Appendix F** for an overview of the Professional Services Packages available.
- Invoices are considered due Net30 days.

6.1.5 CONSENT TO ANNOUNCE

CRGROUP has the option to announce that CITY OF BURLESON, TEXAS has chosen emPerform. In addition, within one (1) year of post implementation CRGROUP has the option to create a case study at its own expense. In any scenario where CITY OF BURLESON, TEXAS is mentioned or marketed as a customer of emPerform, formal written approval must be granted by authorized personnel at CITY OF BURLESON, TEXAS.

7. ACCEPTANCE

This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. If the person signing below as customer is entering into this Agreement on behalf of a company or other legal entity, such person represents that he or she has the authority to bind such entity and its affiliates to these terms and conditions.

Accepted by:

CORPORATE RENAISSANCE GROUP	**CITY OF BURLESON, TEXAS**
Signature	Signature
Natalie Trudel	
Name	Name (please print)
Solution Specialist	
Position	Position (please print)
Date: Feb 23-2023	Date:

Billing Contact details:

Billing contact Name:

Billing contact Email:

8. Appendix:

APPENDIX A: EMPERFORM SUBSCRIPTION SERVICES AGREEMENT

This EMPERFORM SUBSCRIPTION SERVICES AGREEMENT ("Subscription Agreement" or "Agreement") is a legal agreement between CITY OF BURLESON, TEXAS (referred to interchangeably as the Customer or You; hereafter) and Corporate Renaissance Group (CRGROUP). By installing and/or using emPerform (also referred to as SOFTWARE; hereafter) , You agree to be bound by the terms of this License Agreement. If You do not agree to the terms of this License Agreement, discontinue the use of the software and accompanying items (including printed materials and binders or other containers) and promptly return all related material to CRGROUP.

Software License

1. **SUBSCRIPTION SERVICE:** Subject to the terms and conditions of this Agreement and during the Term, CRGROUP shall make the emPerform service available to Customer to be used by Customer's and its Affiliates' Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by CRGROUP to Customer for the Service. CRGROUP is responsible for hosting the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.

2. **TERM:** The term of this Agreement shall commence on the Contract Execution Date and shall continue for the length of time referenced in Section 6.1.1 (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in Section 6.1.1. Thereafter, the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

3. **FEES and PAYMENT:** The Subscription Services Agreement is non-cancellable and all fees are non-refundable. All fees payable are due within thirty (30) days from the invoice date.

4. **COPYRIGHT:** The emPerform SOFTWARE that is the basis of this subscription service (including any images, "applets", photographs, animations, video, audio, music, and text incorporated into the SOFTWARE) is owned by CRGROUP or its partners and is protected by United States, Canadian and United Kingdom copyright laws and international treaty provisions. You may not copy the printed materials accompanying the SOFTWARE, nor print copies of any user documentation provided in "online" or electronic form.

   a) You agree that the SOFTWARE contains proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of CRGROUP. During the period this Agreement is in effect and at all times after its termination, the Customer and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third Party nor use such information except as authorized by this License Agreement.

   b) The Customer shall not disassemble, unassemble, or decode any portion of the SOFTWARE. The Customer shall not modify any portion of the SOFTWARE, or merge or embed the SOFTWARE in another computer program.

5. **OWNERSHIP OF DATA:** CRGROUP claims no right to any data entered into or added to the SOFTWARE at any point during or after expiration or termination of this Agreement. The Customer retains 100% ownership of its data.

   a) **TERMINATION:** In case of a termination of this Agreement Customer will receive a copy of the data (in whatever format requested) and all copies of Customer data, including backups, shall be destroyed and a certificate of destruction will be provided to the Customer.

Limited Warranty

1. LIMITED WARRANTY. Corporate Renaissance Group warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying printed materials for the subscription term.
2. NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, CRGROUP disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives You specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.
3. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

   To the maximum extent permitted by law, in no event shall either party or its affiliates have any liability to the other party arising out of or in connection with this Agreement for any lost profits or revenue or for incidental, sonsequential, punitive, cover, special, reliance and exemplary damages, or indirect damages of any type or kind however caused, whether from breach or repudiation of contract, breach of warranty, negligence, or otherwise (and whether or not the party has been advised of the possibility of such damages). Certain states and/or juristictions do not allow the exclusion of incidental or consequential damages, in which case such damages shall be subject to the limitations set forth in Section 4 below.
4. The maximum aggregate liability of either party and its affiliates arising out of or in connection with this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, breach of

warranty, negligence, or otherwise, shall not exceed the total subscription fees paid for the service giving rise to the liability during the twelve (12) month period immediately preceding the event out of which the liability arose.

U.S. Government Restricted Rights

1. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Corporate Renaissance Group at 6 Antares Dr., Phase 3, Suite 200, Ottawa ON K2E 8A9 Canada.

Trademarks

1. This License Agreement is governed by the laws of the Province of Ontario, Canada.
2. If this product was acquired outside the United States or Canada, then local law may apply.
3. Should You have any questions concerning this License Agreement, or if You desire to contact CRGROUP for any reason, please contact or write: **Corporate Renaissance Group at 6 Antares Dr., Phase 3, Suite 200, Ottawa ON K2E 8A9 Canada.**

Entire Agreement

This Subscription Agreement together with the Standard Terms and Conditions, Professional Services and Proposal constitutes the complete and exclusive statement of agreement between the parties relating to the subject-matter of this Agreement and supersedes all proposals, written or oral, and all other communications between the parties relating to subject-matter of this Agreement. The Parties agree that this Agreement may be modified from time to time only by an instrument in writing signed by an authorized representative or representatives of both parties.

APPENDIX B: STANDARD TERMS AND CONDITIONS, PROFESSIONAL SERVICES

The following Standard Terms and Conditions apply to all professional services provided by Corporate Renaissance Group Inc. ("CRGROUP"). In the event of any conflict between these Standard Terms and Conditions and the specific Engagement Letter or Proposal to which these Standard Terms and Conditions are attached, the provisions of these Standard Terms and Conditions shall prevail unless specific reference to the conflicting provision is made in the Engagement Letter or Proposal. For the purpose of these Standard Terms and Conditions, the term CRGROUP shall include its officers, directors, partners, employees and its associated and affiliated partnerships, corporations and other entities. The term Agreement shall refer to these Standard Terms and Conditions together with the applicable Proposal (as defined below).

1. **Services**. CRGROUP agrees to provide to you (the "Customer") with the Services (the "Services") set forth in the Letter of Engagement or Proposal ("Proposal") to which these Standard Terms and Conditions are attached, and any statement of work or other form of project plan agreed to by the parties. It is understood and agreed that the Services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Customer. Nothing in these Standard Terms and Conditions shall be construed as precluding or limiting in any way the right of CRGROUP to provide consulting or other Services of any kind or nature whatsoever to any person or entity as CRGROUP in its sole discretion deems appropriate.

2. **Expenses/Taxes/Payment of Invoices**. All fees and other charges do not include any applicable federal, provincial, or other goods and Services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Customer without deduction from the fees and charges hereunder.

   CRGROUP will bill for all reasonable expenses including travel, meals, and accommodations.

   Invoices are considered due within thirty (30) days upon receipt. Without limiting its rights or remedies, CRGROUP shall have the right to halt its performance of Services until payment is received on past due invoices, except where Customer has notified CRGROUP that it disputes an amount set forth in such invoices. Upon notification of a dispute, the parties shall negotiate in good faith to settle such dispute in a timely manner.

3. **Ownership**.

   a) Ownership of CRGROUP Property. To the extent that CRGROUP utilizes any of its property (including, without limitation, CRGROUP Technology or any hardware or software of CRGROUP) in connection with the performance of Services hereunder, such property shall remain the property of CRGROUP and, except for the licenses expressly granted herein, the Customer shall acquire no right or interest in such property. In addition, and notwithstanding anything in these Standard Terms and Conditions or Proposal to the contrary, the parties acknowledge and agree that (a) CRGROUP will own all right, title, and interest, including, without limitation, all rights under all copyright, patent, trademark, trade name and other intellectual property laws, in and to CRGROUP Technology and (b) CRGROUP may employ, modify, disclose, and otherwise exploit CRGROUP Technology (including, without limitation, providing Services or creating programming or materials for other customers).

   b) Ownership of Customer Property. To the extent that Customer provides CRGROUP with any information, data, materials or technology for use

in the performance of the Services, Customer retains all right, title and interest in such information, data, materials and technology, and grants CRGROUP a limited, non-exclusive license to use such data, information, materials and technology for the sole purpose of providing the Services.

c) Ownership of Deliverables associated with implementation services. Except as provided below, upon full and final payment to CRGROUP hereunder, the tangible items specified as deliverables or work product in the Proposal to which these Standard Terms and Conditions are attached (the "Deliverables") will become the property of Customer. To the extent that any CRGROUP Property is contained in any of the Deliverables, CRGROUP shall notify Customer of same and hereby grants Customer, upon full and final payment to CRGROUP hereunder, a royalty-free paid-up, worldwide, non-exclusive license to use such CRGROUP Property for Customer's own internal purposes in connection with the Deliverables and Licensing Agreement.

4. **Limitation on Warranties for Services and Limitation of Liability**. CRGROUP warrants that the Services provided under this Agreement will be performed in a professional manner in conformity with generally accepted practices in the field of information management and technology. CRGROUP further warrants that any deliverables shall conform to the specifications set forth in the applicable Proposal or any statements of work or specification documents agreed to by the parties in the course of carrying out the Services. Any and all other warranties either express or implied are expressly disclaimed by CRGROUP. Any of the Customer's recoverable damages in relation to the Services provided by CRGROUP shall in all cases be limited to actual direct damages and shall in no case exceed the amount actually paid or payable by the Customer under the terms of this Agreement for Services except in the case of CRGROUP's negligence or willful misconduct. Notwithstanding anything to the contrary stated herein, CRGROUP represents and warrants that it is the owner of, or otherwise has the right to use and distribute and grant the Customer the right to use, all material and methodologies used in connection with providing the Services contemplated in this Agreement. CRGROUP further warrants that the Services, Deliverables and any materials used by CRGROUP in providing the Services do not now and will not infringe upon any copyright, patent, trade secret, contract right or other third-party right.

5. **Limitation of Warranties for Software and Limitation of Liability.** The parties agree that CRGROUP's exclusive warranty with respect to any software provided under this Agreement is limited to any warranty provided by the manufacturer thereof, or as specified in the applicable software license Agreement. Any and all other warranties either express or implied are expressly disclaimed by CRGROUP. Any of the Customer's recoverable damages in relation to any software provided by CRGROUP shall in all cases be limited to actual direct damages and shall in no case exceed the amount actually paid or payable by the Customer under the terms of this Agreement for the software, except in the case of CRGROUP's negligence or wilflul misconduct.

6. **Limitation of Liability for Manufacturer's Defaults.** Other than the limited warranties with respect to Services, Deliverables and software set out in this Agreement, CRGROUP makes no other express or implied warranties, and it is understood that any equipment or other materials are being provided by CRGROUP on an as-is basis, except that any such items being provided shall meet their respective manufacturer's specifications. Any claims by the Customer, and CRGROUP's responsibility with respect to any equipment or materials provided hereunder which do not meet manufacturers specifications, are expressly limited to the following:

   (a) A claim under the manufacturer's warranties, which CRGROUP may require that the Customer pursue directly with the manufacturers;
   (b) Refund of Customer's purchase price for such items (without interest); or
   (c) Repair and/or replacement of such items, at CRGROUP's choice.

   The remedy chosen by CRGROUP shall be exclusive and in lieu of all other remedies. CRGROUP will not be liable for personal injury or property damage except that caused by CRGROUP's negligence and CRGROUP will in no event be responsible for, or have any obligations or liabilities for, direct, indirect, consequential or incidental damage.

7. **Limitation on Liability**. Neither of the parties shall be liable to the other for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of Professional Services or Implementation fees paid by Customer to CRGROUP under this engagement except as otherwise provided herein. On a multi-phase engagement, CRGROUP's liability shall be based on the Professional Services or Implementation fees actually paid to CRGROUP for the particular phase that gives rise to the liability.

8. **Indemnity.** Notwithstanding anything herein to the contrary, in the event of a claim by a third party relating to the Services performed, or Deliverables delivered, or confidential information inadvertently disclosed, hereunder, CRGROUP shall indemnify and hold Customer and its respective officers, directors, members, employees and agents from all liabilities, losses, damages, costs and expenses arising from such a claim, or the settlement thereof, including all reasonable legal costs and expenses.

9. **Cooperation**. Customer shall cooperate with CRGROUP in the performance by CRGROUP of its Services hereunder, including, without limitation, providing CRGROUP with reasonable facilities and timely access to all relevant data, information and personnel of Customer. Customer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to CRGROUP for purposes of the performance by CRGROUP of its Services hereunder.

10. **Site Preparation.** Other than the required Services, software and materials which CRGROUP is required to supply under this Agreement, the customer shall be solely responsible for ensuring that its site is prepared, and that all necessary equipment and services are provided to enable CRGROUP to fulfill its obligations under this Agreement. Any delay caused and costs incurred by CRGROUP as a result of the customer's failure to properly prepare the site shall be the sole responsibility of the customer.

11. **Force Majeure.** Whenever and to the extent CRGROUP shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation imposed upon CRGROUP under the terms of this Agreement in respect of the delivery, supply or provision of any hardware, software, materials, installation or other Services in whole or in part by reason of being unable to obtain, through no fault of CRGROUP, the materials, goods, equipment, service, utility or labor required to enable CRGROUP to fulfill any such obligation or by reason of any other cause beyond CRGROUP's control whether of the foregoing character or not, including without limitation, acts of God, fires, strikes, riots, shortages, or war or unfavorable weather, but not the financial inability of CRGROUP, CRGROUP shall be relieved from the fulfillment of such obligation during the period of such delay without liability to the Customer for any losses, inconvenience, nuisance or other damages whatsoever.

12. **Limitation on Actions**. Except for a demand or claim for indemnification pursuant to Section 8, no action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.

13. **Independent Contractor**. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. **Confidentiality.** Customer and CRGROUP acknowledge and agree that all information communicated to either Customer or CRGROUP by the other party in connection with the performance by a party under this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law, the parties' obligations under this Paragraph do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Customer or CRGROUP, (b) was known to either Customer or CRGROUP or had been previously possessed by Customer or CRGROUP without restriction against disclosure at the time of receipt thereof by Customer or CRGROUP, (c) was independently developed by Customer or CRGROUP without violation of this Paragraph, or (d) Customer and CRGROUP agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. CRGROUP may retain, subject to the terms of this Paragraph, copies of Customer's confidential information required for compliance with applicable professional standards or internal policies. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such other party to, at its own expense, seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

15. **Survival**. The provisions of Paragraphs 2, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 19, 20 hereof shall survive the expiration or termination of this engagement.

16. **Assignment**. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party.

17. **Severability**. In the event that any term or provision of these Standard Terms and Conditions or the Engagement Letter or Proposal to which these Standard Terms and Conditions are attached shall be held to be invalid, void or unenforceable, then the remainder of the Standard Terms and Conditions and the Engagement Letter or Proposal, as the case may be, shall not be affected, impaired or invalidated, and each such term and provision of these Standard Terms and Conditions and the Engagement Letter or Proposal shall be valid and enforceable to the fullest extent permitted by law.

18. **Entire Agreement**. This Agreement constitutes the entire Agreement, inclusive of the Subscription Agreement, between CRGROUP and the Customer

and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it, and there are no warranties, representations or other agreements between the parties except as specifically set out or referred to in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless signed in writing by the parties hereto. No waiver of any other provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

19. **Governing Law**. These Standard Terms and Conditions and the Proposal to which these Standard Terms and Conditions are attached shall be governed by the laws of Province of Ontario, Canada. The parties hereby agree to submit themselves to the personal jurisdiction of the courts of the Province of Ontario, Canada, which shall be the exclusive venue for any disputes relating to this Agreement.

20. At CRGROUP, it is our goal to provide customers with Services that add value. As you can appreciate, our most valuable asset is our staff. Our firm invests a great deal of time and effort to train our staff, as well as substantial financial resources to attract and retain top professionals. Accordingly, the Customer will not attempt to employ our staff on either a part-time or full-time basis, directly or indirectly, either during the terms of this engagement or while the staff is CRGROUP employee or within twelve (12) months after the employee leaves CRGROUP except for CRGROUP employees that respond to a general advertisement or voluntarily seek employment with Customer. If a member of our staff is hired by the Customer, the Customer agrees to pay CRGROUP 30% of the individual's annualized compensation except for CRGROUP employees hired by the Customer as permitted in the previous sentence. This fee is due upon commencement of employment or any contractual arrangement made between the customer or any of its affiliates and any members of CRGROUP's staff.

APPENDIX C: IMPLEMENTATION PLAN

COLLABORATIVE IMPLEMENTATION PACKAGE

Two Step Implementation:

A. **Definition and Scope (Remote):**

Typical activities include:

- High level review of employee performance management framework and organizational structure
- Identifying the sources of import data
- Discuss and design the desired workflow and form layout options

Deliverable: After this step, the Customer will have a clear idea of how the employee performance management framework will be operationalized with emPerform. The Customer will be provided with a formal project plan and list of items to prepare for the remote implementation.

B. Model and Train (Remote):

Activities include:

- Importing source data such as employee master information, content definitions, rating scales and organizational structure elements.
- Building up to two (2) emPerform performance appraisals and two (2) workflows
- Set-up and training of tag and integrated 360° reviews.
- Set-up and training of compensation manager (1 model and workflow)
- Set-up and training of succession manager (1 model)
- Training the system administrator(s)

Deliverable: After step B, the Customer will have a functioning employee performance appraisal, received training on product and product administration, and will be able to manage the appraisal process within emPerform.

End-user training: The implementation package includes the creation of two (2) custom end-user training videos (one for employees and one for managers). The video will be recorded in English and delivered in either MP4 or .wmv format. The Customer will be asked to sign-off on the script before the videos are recorded. If the Customer would like additional training for any other appraisal forms, the cost is $850 per video.

Integration: the pricing of the integration includes one-way synchronization of employee master data from Customer's business system, **MUNIS®,** to emPerform. This file typically includes fields such as: employee name, contact details, ID, email, role, manager ID, hire date etc. The Customer is expected to solicit the outbound file from the system provider. This file will be loaded to a secure ftp site provided by CRGroup. Furnishing of the outbound data file is done at the Customer's expense.

Additional Notes: If additional time is required, the price is $175 per hour or a Professional Services package can be obtained. The recommended steps, activities and deliverables in this package are based on CRGROUP's experience in implementing emPerform. Your implementation consultant will monitor the project time and recommend additional time if/when needed.

Our experience indicates that after this level of support, the assigned project manager can work independently with emPerform. However, our implementation manager will be happy to adjust the engagement plan to meet your specific needs, within the time available for implementation.

CRGROUP anticipates that the Customer's performance management model will be completed by the end of this engagement. Timely completion depends on factors such as readiness of the organization, availability and quality of information, support from IT, and efforts by the Customer's staff, among other things. CRGROUP reserves the right to reschedule implementation dates if the Customer has not completed pre-training items defined in the Definition and Scope phase.

CRGROUP reserves the right to change professional service fees related to post-implementation support. The customer will be given reasonable notice of any such changes before they occur. Reasonable notice is considered sixty (60) days prior to price change

APPENDIX D: SOFTWARE AS A SERVICE (SAAS) SERVICE LEVEL AGREEMENT

The following Service Level Agreement solely applies to customers who have purchased a Software as a Service license. This Service Level Agreement is not applicable to Perpetual or Term Software License Agreements.

CRGROUP understands the importance of application availability to our emPerform customers. We have developed the following service level terms and conditions to ensure maximum performance and uptime of both CRGROUP's software application and the internet infrastructure, network, data center, operating system and hardware upon which it depends.

Please note the following:

- CRGROUP relies upon Class A" data centers operated by third party hosting services (colocation provider) providers to provide bandwidth and content delivery. Currently our servers are hosted at "Class A" data center owned by Rogers Canada.
- Notwithstanding anything to the contrary contained herein, this EmPerform Service Level Agreement shall not apply to (i) delinquent customers; and, (ii) performance issues caused by factors outside of CRGROUP's reasonable control; performance issues resulting from any customer or third party negligence or misconduct; or, performance issues resulting from any customer or third party equipment not under CRGROUP's control or (iii) act of god (hurricane, earthquake, etc.).
- CRGROUP reserves the right to seek a release from any Service Level Agreement entered into with a third-party web hosting service. In the event that CRGROUP seeks such a release, Customer agrees to carry out the Service Level Agreement and be bound by its terms in all respects as it were the original party to the contract in place of CRGROUP, and as such, CRGROUP will seek a release on its behalf from the third-party web hosting service in respect of the Service Level Agreement.

Summarized information on Network and Data Center details is based on the details available on the web site from our current provider Rogers Data Canada.

This Service Level Agreement addresses eight key areas.

1. NETWORK
2. DATA CENTER
3. OPERATING SYSTEM and DATABASE
5. APPLICATION
6. SECURITY
7. DATA BACK-UP POLICY
8. CUSTOMER SUPPORT & MAINTENANCE SERVICES

1. NETWORK

Network Quality

CRGROUP servers colocation provider, uses redundant network components to ensure uptime and eliminate any single point of failure. The Rogers Canada network is multi-homed through multiple redundant high-speed connections providing fast, reliable connectivity.

Network Uptime

CRGROUP guarantees that the network will be available 99% of the time in a given month, excluding scheduled maintenance. CRGROUP will refund one (1) day of the monthly fee paid by the customer for each twenty-four (24) hours of downtime up to 100% of CRGROUP's monthly fee in case of unscheduled downtime.

2. DATA CENTER

Physical Security: The data center is accessible only to authorized personnel. Biometric security is enforced through an iris scanner. Guarded entrances have security cameras to scan and digitally record the interior and exterior of the facility twenty-four (24) hours a day.

Conditioned Power: The data center is backed up by 650 Kilowatt diesel generator. The generator is housed in a separate secure underground sound insulated bunker. All equipment in the internet Data Center server room is powered from UPS systems designed with redundant NuWare modular UPS.

A Precision Environment: The data centre server room has tonnes of redundant cooling delivered by Liebert systems, each unit with redundant compressors and AC units that are computer controlled to maintain temperature and humidity in the facility. Fire suppression capabilities are executed through FM-200 gas that extinguishes fire without water, to ensure no water damage to the IDC's equipment.

3. OPERATING SYSTEM and DATABASE

CRGROUP shall install patches and service packs for the Microsoft Windows server operating systems and Microsoft SQL Server at its sole discretion. In case of emergency patches, CRGROUP will send an email to the designated contact before applying the patch.

4. APPLICATION (EmPerform™)

CRGROUP's skilled support technicians provide responsive, reliable support to help ensure that our applications are available and operating at peak performance.

Contacting Customer Support. CRGROUP Support is based in Ottawa, Ontario, Canada.

Phone: Ottawa: 1-877-711-0367 E-Mail: support@employee-performance.com

Hours of Operation: Business Hours: 9 a.m. - 5 p.m. Eastern Standard Time – Monday to Friday (excluding common U.S. and Canadian recognized statutory holidays - New Year's Day, Christmas Day and Labor Day)

Customer Support Structure

Customer Support Representative: (CSR) The CSR is your primary technical point of contact at CRGROUP. The CSR is responsible for: gathering and confirming contact information, prioritizing, testing and resolving incidents submitted to Customer Support and providing you with regular incident updates. The CSR will remain your primary technical contact into CRGROUP during the entire process, until closure of the incident. The CSR is responsible for verifying service satisfaction prior to closing an incident.

Maximum Response Time: CRGROUP will respond and acknowledge all inquiries made within four (4) hours of receipt. CRGROUP does not guarantee the resolution of the technical incident within this response time.

5. SECURITY

CRGROUP is committed to ensuring the security of the server(s) that they use to store valuable and confidential customer data. CRGROUP continues to look for ways to make its systems - and CRGROUP's customer data - more secure. Data centre is protected with Intrusion Detection System (IDS) which monitors the network for any signs of malicious activity and takes appropriate counteraction.

Managed Firewalls and Anti-virus: CRGROUP's emPerform customers receive the benefit of a managed firewall service and anti-virus protection which adds another layer of security for the customer.

SSL Certificates: CRGROUP uses GoDaddy, one of the leading provider of Internet trust services, for SSL Certificates provide a fast and easy way to secure online transactions and the transmission of sensitive data.

6. DATA BACK-UP POLICY

The database will be backed up once every night. Backups of the database will be maintained for a period of 6 months. CRGROUP does not guarantee to hold or restore any backup older than a period of six (6) months. At the Customer's request, CRGROUP will provide a copy of the backup before it expires.

7. CUSTOMER SUPPORT & MAINTENANCE SERVICES

Features[1]	Standard Service
Technical Support Telephone Access[2]	9:00 a.m. – 5:00 p.m. EST, Monday – Friday
Extended Hours of Availability	No
Technical Incidents	Unlimited
Business Support Incidents	Unlimited

APPENDIX E: DATA SECURITY

emPerform's data security provisions are outlined below.

DATA SECURITY

Data Security/Integrity/Control (for hosted clients)

emPerform hosting is done through Rogers Data Canada, a SSAE 16 compliant provider.

Data integrity is managed by industry standard database engine SQL Server by Microsoft. All the system data is saved in SQL Server databases without any exception. In a hosted environment, access to the server is restricted to specialized IT personnel.

- All hosted data is backed up daily and stored for six (6) months. Customer has full ownership of their data at all times.
- Within emPerform, administrators have full control over user accessibility of data.
- 99% Uptime
- Access to the database is very exclusive. Only the technical support team member would have access and only to resolve any technical issues. SSL Certificate is installed to ensure secure data transmission.
- For backup, emPerform snapshots machines and take daily/weekly/monthly backups (onsite and one copy is stored offsite).

Encryption: emPerform supports secured encrypted communication using HTTPS protocol.

Termination: In case of the expiration or any termination of this Agreement, Customer will receive a copy of the data (in whatever format requested) and all copies of Customer data, including backups, shall be destroyed and a certificate of destruction will be provided to the Customer.

Security Incidents: CRGROUP shall take appropriate security measures typically used for electronic data storage to protect the hardware, software, network and data communication channels used to transmit and store the Customer information from unauthorized access, use, alteration or destruction, including the unauthorized disclosure of or access to Customer information (a "Security Incident").

In the event of a Security Incident not caused by the Customer, CRGROUP shall (1) assist the Customer with any investigation, (2) cooperate in any litigation or claim relating to a third party, (3) use its best efforts to prevent the recurrence of any such Security Incident, and (4) indemnify and hold harmless the Customer from any loss, direct cost, actual damages or third party claim relating to such Security Incident. Any expenses that CRGROUP may incur will be limited to the equivalent of one year's hosting fees paid by the Customer.

APPENDIX F: PROFESSIONAL SERVICES PACKAGES

At CRGROUP, we are committed to delivering the personal and reliable support needed for customers to get the most out of their systems.

If a Customer's support case involves a significant amount of time, your Customer Services Representative (support desk) will provide an outline of what needs to be done and steps to be taken in emPerform to resolve the issue or address the question. This diagnosis is offered at no charge. If the Customer would instead like the emPerform Support team to complete the work outlines, it will be considered a 'Professional Service' that is considered billable at $175/hour. An estimate of time needed will be provided to the Customer in such cases.

Customer can choose to purchase this time in bulk packages at a reduced rate as outlined below.

Name	Cost
4 Hour Package *Includes four (4) total professional services hours. These hours do not expire.*	$660
8 Hour Package *Includes eight (8) total professional services hours. These hours do not expire.*	$1,320
20 Hour Package *Includes twenty (20) total professional services hours. These hours do not expire.*	$3,300

All technical and day-to-day business support cases are included in the annual license fee or enhancement fee.

Professional Services incurred without Support Packs is billed at $175 US per hour.

What are some examples of 'Professional Services'?

- We need to completely rebuild our appraisal form and/or workflow
- We have decided we want to initiate an automated integration with our existing HR System
- We want to activate a module that we have not looked at before
- We would like additional training for end-users
- I would like you to set up and configure our annual compensation process.

Professional Services Packages can be purchased throughout the life of the Agreement and hours do not expire.

Professional Services Pricing is valid for the date of the Agreement. CRGROUP reserves the right to change EmPerform Professional Services pricing at any time.

Questions about this Agreement? Email info@employee-performance.com

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Quisitive - emPerform

6 Antares Drive, Phase 3, Suite 200, Ottawa, Ontario, Canada K2E 8A9

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
    i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
    ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
    iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
    iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
    v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
    vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
    vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
    viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

ix. Obligating City to pay costs of collection or attorneys' fees.
x. Requiring City to provide warranties.
xi. Obligating City to indemnify, defend or hold harmless any party.
xii. Granting a security interest in City's property or placing a lien on City's property.

2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.

6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.

7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.

15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.

16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By:_____

Name: Bryan Langley

Title: City Manager

Date:_____

Quisitive - emPerform

By:_____

John Smith

Title: Director, Global Business Applications

Date: March 13-2023