

**CITY OF COACHELLA - CITYGROWS
PLATFORM SUBSCRIPTION AGREEMENT**

This CityGrows Platform Agreement (including Exhibits attached hereto and referenced herein, this “Agreement”) is entered into by and between CityGrows Inc., a Delaware corporation with mailing address at 1654 Micheltorena Street, Los Angeles, California 90026 (“Company”) and City of Coachella, (“Customer”), a California municipal corporation with administrative offices located at 53-990 Enterprise Way, Coachella, California 92236, and is effective as of November 12, 2020 (the “Effective Date”).

RECITALS

WHEREAS, Company has developed and makes available access to a proprietary, hosted workflow automation platform currently called “CityGrows” that is intended to allow government agencies to create web-based forms for their internal operations and for their constituents to use to transact with such agencies in lieu of using paper forms (the “Platform”); and,

WHEREAS, Customer desires to use the Platform for such purposes, and Company desires to provide Customer with the ability to use the Platform for such purposes on the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. As used herein, the following capitalized terms shall carry the ascribed meanings.

1.1 “Customer Data” means any and all data, information, content and materials uploaded or imported into the Platform by or on behalf of Customer, including without limitation content for display on a Published Workflow.

1.2 “End User” means an individual who interacts with a Published Workflow (other than Personnel acting in their capacity as such), including (by way of example) for purposes of submitting an application, registration, inquiry or other data, information, content or materials to Customer.

1.3 “End User Data” means any and all data, information, content and materials uploaded or imported into the Platform by or on behalf of an End User through use of a Published Workflow. “End User Data” does not include Payment Information.

1.4 “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dresses, trade secrets, know-how, mask works, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefore and rights to apply for any of the foregoing.

1.5 “Payment Information” means a credit card number, debit card number or other payment instrument information that is submitted by an End User to a third party payment processing service provider as part of a transaction facilitated by a Published Workflow through payment processing functionality incorporated therein as contemplated under Section 2.6, and which is not stored by the Platform.

1.6 “Published Workflow” means a Workflow that is launched within the Platform such that it is accessible by individuals other than the Personnel who created it through a compatible web browser.

1.7 “Personnel” means Customer’s individual employees and contractors that use the Platform through login credentials issued by Company.

1.8 “Workflow” means a web-based process built within the Platform under Customer’s account, whether or not completed.

1.9 “Services” means any services relating to the Platform which Company may agree to perform for Customer hereunder, including (by way of example) configuration services, training services, feature development, and assistance in creating Workflows. Services shall only be provided pursuant to a Statement of Work mutually executed by the parties.

1.10 “Statement of Work” or “SOW” means each written agreement for Services to be performed subject to this Agreement in the Company’s standard form which is executed by authorized representatives of each party and references this Agreement. In the event of any conflict between this Agreement and a Statement of Work, then the terms of this Agreement shall control and govern.

2. PLATFORM.

2.1 Provision of Platform. Subject to all terms and conditions of this Agreement, Customer may access and use the Platform during the Term, solely: (i) for purposes of creating and publishing Workflows in furtherance of Customer’s own municipal operations; (ii) in the manner enabled by Company; and (iii) in accordance with all applicable documentation and any reasonable rules or guidelines that Company may provide. Company reserves the right to modify and update the features and functionality of the Platform from time to time in its sole discretion, provided that such features and functionality shall not be materially degraded relative to the Platform features and functionality in place as of the Effective Date (provided that Company may remove any feature or functionality designated as “alpha”, “beta” or with similar pre-release designation). Customer is solely responsible for purchasing and configuring all hardware, software and services that may be necessary or desirable for Customer’s use of the Platform.

2.2 Restrictions. Customer acknowledges that use of the Platform is provided only for Customer’s own use, and agrees not to use the Platform for the benefit of any third party. Customer agrees not to and not to attempt to: (i) copy, distribute, rent, lease, lend, sublicense or transfer the Platform, make the Platform available to any third party or use the Platform on a service bureau or time sharing basis, (ii) decompile, reverse engineer, or disassemble the Platform or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Platform, (iii) create derivative works based on the Platform; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Platform or during the use and operation thereof; (v) publicly disseminate performance information or analysis (including benchmarks) relating to the Platform; (vi) utilize any software or technology designed to circumvent any license keys or copy protection used in connection with the Platform; or (vii) use the Platform to develop a competitive product offering. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Platform, except solely to the extent as may be specifically enabled and authorized by the Company.

2.3 Suspension/Termination. Without limiting any other rights and remedies, upon thirty (30) days prior written notice, Company may suspend, limit or terminate Customer’s access to or use of the Platform and/or terminate this Agreement at any time if: (i) in the sole discretion of Company, such action is necessary to prevent material errors or harm to any system or network, or to limit Company’s liability; or (ii) Customer or any Customer Personnel attempts to access or use the Platform in an unauthorized manner, including without limitation any attempt to gain access to data or information relating to any other customers of the Platform or any use that infringes third party Intellectual Property Rights or violates any applicable law, rule or regulation. If Company terminates this Agreement prior to the end of the Initial

Term or then-current renewal term for a reason listed in subsection (i) of this Section 2.3, Customer shall be entitled to a prorated refund of any pre-paid fees.

2.4 Accounts. Customer is responsible for the activities of any and all persons accessing the Platform using any login credentials issued to Customer. Customer shall use, and shall instruct its Personnel to use, all reasonable means to secure user names and passwords, and shall promptly notify Company if it suspects that any user name and password has been compromised.

2.5 Third Party Services. The Platform may include features or functionality that interoperate with online services operated by third parties (such services, "Third Party Services"), pursuant to agreements between Company and the operators of such Third Party Services (such agreements, "Third Party Agreements" and such operators, "Operators") or through application programming interfaces or other means of interoperability made generally available by the Operators ("Third Party APIs") which Company does not control. With the exception of the Third Party Services described in Section 2.6, Customer acknowledges that interoperability with Third Party Services is provided as a convenience and does not constitute material functionality of the Platform or form any basis for the payment of Fees hereunder. Third Party Agreements and Third Party APIs (and the policies, terms and rules applicable to Third Party APIs) may be modified, suspended or terminated at any time. Company shall have no liability with respect to any such modification, suspension or termination. Without limiting the foregoing, Customer is responsible for ensuring that Customer's use of the Platform in connection with Third Party Services complies with all policies, terms and rules applicable thereto which are included in or linked to within the Platform or that are otherwise provided to Customer.

2.6 Payment Processing. The Parties acknowledge that, as of the Effective Date, the Platform is integrated with the Stripe Connect service operated by Stripe Inc. ("Stripe") for purposes of allowing Workflows to include the ability for End Users to make payments to Customer by credit card or electronic bank payment. Company will provide the necessary integration to allow Customer's End Users the option of payment for transactions to be in cash or by check. The End Users that pay with cash or by check will not be subject to the payment processing fees described in Exhibit A and in this subsection. In order to use the Stripe payment processing services as made available within the Platform, Customer acknowledges that it will be required to electronically accept one or more legal agreements with Stripe or Stripe affiliates, as made available to Customer within the Platform. Customer further acknowledges that information received by Stripe in connection with such payment processing services is governed by Stripe's privacy policies, as currently made available at <https://stripe.com/privacy>. The payment processing services integrated with the Platform are subject to change from time to time. In such event, Customer shall have the option to either terminate this Agreement or to execute a signed amendment to this Agreement: (i) agreeing to different terms and conditions applicable to the third party service, and (ii) providing all information and agreeing to take such other actions as are required by the applicable third party in connection with the payment processing services. In all cases, Customer is liable to pay applicable payment processing Fees as set forth in Exhibit A, which Fees may be increased from time to time by Company upon notice to Customer, but limited to the proportional extent the third party payment processing service provider increases its fees. Company does not have any ability to control the performance of payment processing services by Stripe or any other third party payment processing services provider, and Customer agrees that Company shall have no liability with respect thereto. In addition, Customer acknowledges that Company bears no responsibility with respect to any and all disputes, claims, demands, suits, actions or proceedings that an End User may bring in connection with any charges incurred by such End User in connection with a Published Workflow, except to such extent that the End User's dispute, claim, demand, suit, action, or proceeding arises from Company's sole negligence or willful misconduct.

2.7 Support. Provided that Customer timely pays all Fees due hereunder, Company shall provide during the Term commercially reasonable technical support to Customer regarding the use of the Platform during Company's normal business hours via e-mail sent to support@citygro.ws and any other support channels which Company may make available from time to time. While Company shall use commercially reasonable efforts to ensure the ongoing availability of the Platform, Company makes no representation, warranty or guarantee regarding the continuous availability or performance of the Platform.

3. DATA

3.1 Control. Customer Data and End User Data is stored by or on behalf of Company when it is submitted to the Platform. Customer acknowledges and agrees that Company has no obligation to monitor or edit the Customer Data or End User Data, and that as between the parties Customer is solely responsible therefor, provided that Company shall take all reasonable measures to keep Customer Data and End User Data secure. Upon written notice given to Customer, Company reserves the right to remove any Customer Data or End User Data which Company becomes aware may violate the terms of this Agreement, violate any law, rule or regulation or infringe, misappropriate or violate any third party Intellectual Property Right or privacy right.

3.2 Customer-Owned Data. As between the parties, Customer shall own all right, title and interest in and to Customer Data and End User Data. Customer hereby grants Company a non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, display, perform and transmit the Customer Data and End User in connection with Company's operation of the Platform and as otherwise authorized herein. Company may use and disclose Customer Data and End User Data as follows: (i) Company may internally use Customer Data and End User Data for Company's internal business purposes (such as performing Company's obligations hereunder, operating the Platform, analyzing usage of the Platform and developing and improving Company's products and services); (ii) Company may disclose Customer Data and End User Data to its third party service providers that assist it in operating the Platform as is reasonably necessary for such assistance; (iii) Company may disclose Customer Data and End User Data as may be required by law or legal process; (iv) Company may disclose Customer Data and End User Data where it is aggregated with data unrelated to Customer and where neither Customer nor any End User is identified; and (v) in any manner for which Customer provides its prior written consent. Any use of Customer name in any form of promotional materials will be subject to Customer's prior review and consent. Content. Customer acknowledges that the Platform is not intended for the storage of Sensitive Data, and Customer agrees not to solicit or encourage the submission of Sensitive Data or itself submit Sensitive Data in connection with the Platform. "Sensitive Data" means: (i) Social Security or other tax identification numbers; (ii) account, credit or debit card numbers, with or without any required security code, access code, PIN or password that would permit access to an individual's financial account, and account information, including balances and transaction data; (iii) user names, passwords or other credentials for accessing any End User accounts on any third party systems or platforms; and (iv) any other information with respect to which the unauthorized use or disclosure thereof would be reasonably likely to cause material loss or damage to any third party.

3.3 Usage Data. As between the parties, Company shall own all right, title and interest in and to all data generated by Company in connection with the operation of the Platform and Customer's use thereof ("Usage Data"). Usage Data may include, by way of example and not limitation, when and how often Personnel use the Platform and which Platform features are used the most often.

3.4 Back-Ups. The Platform is not intended to be a data repository or archiving tool, and Company is not obligated to provide access to Customer Data and End User Data following any expiration or

termination of this Agreement. Upon provision of written notice given thirty (30) days in advance, Company reserves the right to delete all Customer Data and End User Data following any such expiration or termination. Customer is responsible for making such back-ups of End User Data as Customer may deem appropriate using any Platform data export functionality which may be made available for such purpose.

3.5 Security. Subject to Section 3.3, Company will implement reasonable administrative, physical and technical safeguards designed to protect the Customer Data and End User Data stored by Company. Company's responsibility for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Customer Data or End User Data shall be limited to damage or losses caused by the negligence or willful misconduct of Company.

3.6 Privacy. Customer acknowledges that each Published Workflow shall include the Company's then-current privacy policy, which is currently located at <https://community.citygro.ws/info/privacy-policy>.

4. SERVICES.

4.1 SOWs. The parties may agree from time to time that Company shall perform Services for Customer pursuant to an SOW. Each SOW shall identify the following: (i) the nature of the Services; (ii) the deliverables, if any, to be provided by Company to Customer in connection with the Services and the acceptance criteria and process therefor; (iii) a time schedule for estimated performance of Services by Company; and (iv) labor rates and/or amount of payment for Services, including any expenses which are to be reimbursed. Unless otherwise agreed in writing by both parties, the labor rates delineated in each Statement of Work shall apply solely to that Statement of Work. Except to the extent otherwise provided for in an SOW, any deliverables under an SOW that are Platform customizations, features or functionality shall, upon payment therefor by Customer under such SOW, constitute part of the Platform made available to Customer hereunder. Customer's rights with respect to any other deliverables that are provided to Customer shall be as set forth in the applicable SOW. To the extent an SOW does not set forth such rights, Company shall retain ownership of such other deliverable and Customer shall have a limited, non-exclusive, non-transferable license during the Term to use such deliverable for its intended purpose in relation to Customer's use of the Platform.

4.2 Performance of Services. Customer acknowledges that the Services will be performed on the basis of Company using its commercially reasonable efforts and judgment based on the information available to Company. Company will make its best efforts to not materially reduce the level of performance, functionality, security, or availability of the Platform during the applicable term of this Agreement. To the extent Company utilizes subcontractors in the performance of the Services, it shall remain liable for their performance and compliance with Company's obligations hereunder.

4.3 Customer Resources. Customer shall provide, maintain and make available to Company, at Customer's expense and in a timely manner, the following resources, and such other additional resources as are specified in the applicable SOW or as Company may from time to time reasonably request in connection with Company's performance of the Services: (i) qualified Customer personnel or representatives who will be designated by Customer to consult with Company on a regular basis in connection with the Services and provide Company with documentation or other information necessary to perform the Services; and (ii) access to Customer's premises and appropriate systems and/or workspace for Company personnel at Customer's premises as necessary for performance of those portions of the Services to be performed at Customer's premises. To the extent Customer does not provide any such resources in a timely manner, (regardless of whether such failure is by Customer or by any third party vendor, supplier, licensor or contractor of Customer), Company's time for performance of the applicable Services shall be extended by the amount of time corresponding to such delay.

5. ECONOMIC TERMS.

5.1 Fees. Subject to Section 7.2, Customer shall pay Company the Fees as set forth in Exhibit A attached hereto and in each SOW. All Subscription Fees shall be due and payable in advance of the applicable time period. Recurring monthly Subscription Fees shall be charged to Customer's credit card number as provided to Company. If Customer elects to pay Subscription Fees annually, the first Subscription Fee payment is due within thirty (30) days of the Effective Date and subsequent annual Subscription Fees shall be invoiced by Company prior to the renewal date and due within thirty days (30) of the renewal date. Customer acknowledges that, without derogation to any other rights and remedies, Customer's use of the Platform (including the availability of Published Workflows) may be suspended in the event that Company is unable to charge such credit card or Customer's account is otherwise delinquent. Company shall provide Customer written notice and an opportunity to cure Company's inability to charge Customer's credit card or other account delinquency at least ten (10) days prior to suspending Customer's use of the Platform by the terms hereunder. All other Fees are due and payable in arrears except to the extent otherwise set forth in Exhibit A or an SOW. Total monthly subscription costs, and task-related compensation as explained in Exhibit A shall not exceed Fifty Two Thousand and Six Hundred Dollars (\$52,600.00) without written approval of City Manager.

5.2 Payment Terms. Company shall invoice Customer for any Fees (other than monthly recurring fees subject to automatic credit card payment) on a calendar monthly basis, with each invoice provided on or after the end of each month and covering Fees accruing during such month. Customer agrees to pay each invoice within thirty (30) days of the invoice date. All payments will be made in U.S. dollars. Any amounts due to Company under this Agreement not received by the date due will be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. Customer shall pay the amounts due without deducting any taxes that may be applicable to such payments. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to this Agreement, other than taxes based on Company's gross revenues or net income.

5.3 Condition Precedent. Prior to and as a condition precedent to the effectiveness of this Agreement, Customer staff shall procure grant funding to cover at least 75% of the Company's work and compensation, as qualifying under housing productivity planning work. Company shall conform to any grant funding guidelines, as deemed necessary by the City's Grants Manager.

6. OWNERSHIP. As between the parties, Company owns all right, title and interest (including all Intellectual Property Rights) in and to the Platform (including without limitation all underlying source code, algorithms and models) and any software, technology, materials and information owned by Company prior to the Effective Date or created, authored, developed, made, conceived or reduced to practice by Company after the Effective Date. Nothing herein shall be construed to transfer any rights, title or ownership of the Platform or any Company software, technology, materials, information or Intellectual Property Rights to Customer. Customer is not required to provide any ideas, feedback or suggestions regarding any of Company's products or services ("Feedback") to Company. To the extent Customer does provide any Feedback to Company, Customer acknowledges that Company may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback on a perpetual, irrevocable and worldwide basis without payment of any royalties or other compensation to Customer.

7. TERM; TERMINATION

7.1 Term. This Agreement shall be effective as of the Effective Date, and shall continue in full force for and effect until the sixtieth (60th) month anniversary thereof (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each

unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to the renewal date (such renewal periods and the Initial Term, collectively the “Term”).

7.2 Fee Changes. Company may notify Customer of any Fee increases with notice provided at least ninety (90) days prior to the end of the Initial Term or then-current renewal period, with any such Fee increase effective upon the renewal term.

7.3 Termination.

(a) Either party may terminate this Agreement effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days (or ten (10) days in the event of breach of payment obligations) after receiving written notice of the breach from the non-breaching party.

(b) Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party files a petition for bankruptcy or is adjudicated as bankrupt; (ii) a petition in bankruptcy is filed against the other party and such petition is not removed or resolved within sixty (60) calendar days; (iii) the other party makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to bankruptcy law; (iv) the other party discontinues its business; (v) a receiver is appointed over all or substantially all of the other party’s assets or business; or (vi) the other party is dissolved or liquidated.

7.4 Effect of Termination. All rights and obligations of the parties hereunder shall terminate upon expiration or termination of this Agreement, provided that Sections 1, 2.2 through 2.6, 3.1 through 3.6, 5 (with respect to accrued but unpaid amounts), 6, 7.4, 9, 10, 11, 12.1 and 13 shall survive expiration or termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event Customer terminates this Agreement due to Company’s uncured material breach, Customer shall be entitled to a prorated refund of any pre-paid fees.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation when executed and delivered.

8.2 Company. Company represents and warrants to Customer that: (i) subject to all other terms and conditions set forth herein, the Platform shall perform in material accordance with Company’s specifications applicable thereto; (ii) Company shall perform any Services in a professional and workmanlike manner; and (iii) to the best of Company’s knowledge, information, and belief, provision by Company and use by Customer of the Platform does not infringe upon any intellectual property right of any third party. Company shall use all reasonable efforts to remediate the Platform or re-perform the nonconforming Services (as applicable) within a reasonable time period following Customer’s written notice to Company of the breach (which written notice must be provided within ten (10) days of Customer’s discovery of the Platform’s nonconformance or Company’s performance of the nonconforming Services, as applicable).

8.3 Customer. Customer represents and warrants to Company that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the Platform; and (ii) it shall not use the Platform in a manner or in connection with any activity that would violate any law, rule or regulation or rights of any third party.

9. INDEMNIFICATION.

9.1 By Customer. Customer agrees to, at its own expense, defend and/or settle any claim, action or suit brought by a third party (a “Claim”) against Company arising out of or relating to Customer’s use of

the Platform, including without limitation the storage or processing by the Platform of any Sensitive Data in connection with Customer's use of the Platform, to the extent caused by the Customer's sole gross negligence or willful misconduct, but excluding a Claim described in Section 9.2 below. Customer will pay those amounts finally awarded by a court of competent jurisdiction against the Company Indemnitees, or subject to the terms of Section 9.3, payable pursuant to a settlement agreement with respect to any such Claim.

9.2 General Indemnification. Company agrees to, at its sole cost and expense, defend, indemnify, hold harmless and/or settle any Claim against Customer, Customer affiliates, officers, directors, employees, attorneys and agents: (i) alleging that the Company technology underlying the Platform infringes such third party's Intellectual Property Rights (an "IP Claim"); (ii) arising out of or relating to Company's gross negligence or willful misconduct, including claims for personal injury or property damage; or (iii) arising out of Company's violation of any governmental law or regulation. Company will pay those amounts finally awarded by a court of competent jurisdiction against the Customer Indemnitees, or subject to the terms of Section 9.2, payable pursuant to a settlement agreement with respect to any such Claim. If Company, in its sole discretion, believes an IP Claim or an adverse judgment in connection with an IP Claim is likely, then Company may, at its option, (a) obtain a license from such third party claimant that allows Company to continue the use of the Platform, (b) modify the Platform so as to be non-infringing, or (c) if neither (a) nor (b) is available to Company on commercially reasonable terms, terminate this Agreement upon written notice to Customer provided that Company shall provide Customer a prorated refund of any prepaid fees in the event that Company elects to exercise option (b) or (c) hereunder. Customer will have no obligation or liability relating to any IP Claim that is based on modification or customization of the Platform at the direction of Company or any use of the Platform not in accordance with this Agreement.

9.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 9.1 or Section 9.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 9.3 will not relieve the Indemnitor of its obligations under this Section 9 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor may settle a Claim so long as any settlement (i) does not, without Indemnitee's prior written approval, (x) involve the admission of any wrongdoing by any Indemnitee, (y) restrict any Indemnitee's future actions, or (z) require any Indemnitee to take any action, including the payment of money, and (ii) includes a full release of the Indemnitees

10. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. COMPANY AND ITS SUPPLIERS, LICENSORS, PARTNERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE FUNCTIONALITY PROVIDED BY THE PLATFORM WILL BE CORRECT, UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. COMPANY DOES NOT WARRANT THE RESULTS OF USE OF THE PLATFORM.

11. CONFIDENTIALITY. Except to the extent required by law, each party shall keep confidential all information and materials provided or made available by the other party that is marked as confidential or proprietary or (for orally disclosed information) is identified as confidential or proprietary at the time of disclosure and confirmed in writing (including e-mail) as such within fifteen (15) days of the disclosure (“Confidential Information”). The features, functionality and content of the Platform, any Platform documentation, and any information regarding planned modifications or updates to the Platform or other Company products and services constitutes Confidential Information of Company. Each party shall keep and instruct its employees and agents to keep Confidential Information confidential by using at least the same care and discretion as used with that party’s own confidential information, but in no case less than a prudent and reasonable standard of care. Except to the extent required by law, neither party shall disclose Confidential Information to any third party except as expressly authorized by the disclosing party. Except to the extent required by law, neither party shall use Confidential Information other than for purposes of performing its obligations hereunder or as expressly authorized by the disclosing party. Information or materials shall not constitute Confidential Information if it is: (i) in the public domain through no fault of the receiving party, (ii) known to the receiving party prior to the time of disclosure by the disclosing party, (iii) lawfully and rightfully disclosed to the receiving party by a third party on a non-confidential basis, (iv) developed by the receiving party without reference to Confidential Information or (v) required to be disclosed by law or legal process, provided that the receiving party promptly provide notice to the disclosing party of such request or requirement so the disclosing party may seek appropriate protective orders. If any party, its employees or agents breaches or threatens to breach the obligations of this Section 11, the affected party may seek injunctive relief from a court of competent jurisdiction, in addition to its other remedies..

12. LIABILITY.

12.1 Limitations and Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 12 WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY UNDER THIS SECTION 12 CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN.

12.2 Insurance. During the Term, Company agrees to maintain insurance policies that, at a minimum, meet the following requirements:

(a) Commercial General Liability insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. The general aggregate limit shall be twice the required occurrence limit;

(b) Workers’ Compensation insurance as required by the states in which Company employees reside, with Statutory Limits and Employers’ Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease;

(c) Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, which shall include but not be limited to cybersecurity/breach liability; and

(d) Technology, Cyber, Data Risk, and Media Insurance with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

(e) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Customer, its elected or appointed officers, agents, officials, employees and volunteers. Company hereby waives its own right of recovery against Customer, its elected or appointed officers, agents, officials, employees and volunteers. Company's insurance shall provide blanket contractual liability coverage to Customer, and Company's insurance shall be primary; any other insurance maintained by Customer is excess insurance, and not contributing insurance. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A:-VII" rating according to the latest Best Key Rating unless otherwise approved by City's Risk Manager.

13. MISCELLANEOUS

13.1 Relationship of the Parties. The parties are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture among the parties hereto, or an employee-employer relationship. No party shall have any right to obligate or bind any other party in any manner whatsoever.

13.2 Third Party Beneficiaries. Nothing herein shall give, or is intended to give, any rights of any kind to any third parties.

13.3 Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.

13.4 Force Majeure. Neither Party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, internet or telecommunications failures, shortages of or inability to obtain labor, energy, or supplies, war, terrorism, riot, acts of God or governmental action, acts by hackers or other malicious third parties, pandemics, epidemics, or quarantine restrictions and problems with the Internet generally, and such performance shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing. For purposes of this section, "governmental action" includes ordinances, emergency proclamations and orders, and rules to protect the public health, welfare and safety by public agencies. Customer shall be entitled to a refund of previously paid fees and expenses that are not received due to any failure or delay in performance under this Section 13.4.

13.5 Notices. All notices under the terms of this Agreement shall be given in writing and sent by registered or certified mail, with postage prepaid and return receipt requested, to noticed party's address noted in the preamble of this Agreement. Notices shall be sent to the attention of the "Legal Department" of the noticed party. All notices shall be presumed to have been given three business days following deposit in the mail as set forth in the foregoing.

13.6 Amendments. An amendment of this Agreement shall be binding upon the parties so long as it is in writing, signed and executed by both parties. No regular practice or method of dealing between the parties shall modify, interpret, supplement or alter in any manner the express terms of this Agreement.

13.7 Construction. Section headings are for reference purposes only, and should not be used in the interpretation hereof.

13.8 Severability; Waiver; Counterparts. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this

Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect.

13.9 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to conflicts of laws principles. The parties agree that the state and federal courts in Riverside County, California will have exclusive jurisdiction and venue under this Agreement, and the parties hereby agree to submit to such jurisdiction exclusively.

13.10 Entire Agreement. This Agreement, inclusive of Exhibit A attached hereto, constitutes the complete, final and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between them concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this CityGrows Platform Agreement:

Customer (“City of Coachella”)

CITYGROWS INC.

By : _____

By : _____

Print Name : William B. Pattison

Print Name : _____

Title : City Manager

Title : _____

EXHIBIT A

Fees

Subscription Fee: The monthly subscription Fee for Customer's use of the Platform is \$ 460.00/ month, pro-rated for any partial months. Customer may pay in advance for the initial term, in which case the fee for the Initial Term is \$27,600 and (subject to Section 7.2) each renewal period is \$ 5,600.00/ year.

Payment Processing Fee: 4.9% of the transaction amount plus \$0.30 for each transaction processed through the payment processing functionality described in Section 2.6.

Data Management: The Customer's costs for clean-up and uploading of historical permitting data, going back 10 years, shall be \$15,000. Digitizing of Customer's "Application Forms" shall be \$1,000 per form to include configuration, testing, and uploading to the web-based service of ten (10) application forms.

EXHIBIT B

Stripe Connected Account Agreement

Thank you for using [Stripe Connect](#). This agreement governs your use of Stripe Connect, and describes how you and your third-party platform provider(s) may use Stripe Connect to enable you to use Stripe's services, which includes the ability to accept payments for goods or services, or receive charitable donations, as well as other related services. Please review the Stripe Connected Account Agreement, which begins below the Recipient Info section, if you are using Stripe Connect to use Stripe's payment processing services.

Your Connect Platform may also use Stripe Connect to direct Stripe to send funds to you, including through Stripe's Global Payouts service. If you are receiving funds from a Connect Platform, you are not using the Stripe services to accept payment for goods or services from a customer, and the Connected Account Agreement does not apply to you. Please review the Recipient Info section below for more information about receiving funds from a Connect Platform.

Recipient Info

Stripe provides Connect Platforms with the ability to use Stripe Connect to facilitate payments to vendors who have provided goods or services. You are not a Stripe customer, and the Connected Account Agreement does not apply to you, if you are receiving payment from a Connect Platform for providing a good or service. Stripe will facilitate the transfer of funds to you based on instructions given to Stripe by the Connect Platform. You may have a separate agreement with a Connect Platform for the Connect Platform to pay you for goods or services. Please contact the Connect Platform with any questions about the status of any funds the Connect Platform has sent to you.

As part of Stripe Connect, Stripe may separately offer you the ability to access an information portal managed by Stripe in order for you to see the status of payments from a Connect Platform. The portal terms apply to you when you access the portal.

Stripe Connected Account Agreement

This Stripe Connected Account Agreement ("Connected Account Agreement") is an agreement between Stripe and you, being the person or legal entity (including sole proprietors) identified to Stripe as the owner of the Stripe Account that is to be integrated with third-party platform providers that use Stripe Connect ("Connect Platforms"). You expressly agree to the terms and conditions of this Connected Account Agreement, the [Stripe Services Agreement](#), and any updates or modifications to either of those documents made from time to time by Stripe.

We use a number of defined terms in this Connected Account Agreement. The products and services that you receive from a Connect Platform, regardless of whether or not fees are charged, are referred to as "Platform Services". Examples of Platform Services that a Connect Platform may agree to provide are web development or hosting services, customer service, processing of refunds, and the handling of consumer complaints. Your agreement with a Connect Platform for the provision of the Platform Services is "Your Platform Agreement". Actions submitted by you or on your behalf using Stripe Connect are referred to as "Activity", and this includes the communication of information about Transactions (including Charges) and Refunds, adjustments, the handling of Disputes (including chargebacks), as well as other features as described in the [Stripe Connect documentation](#), and "Your Data" refers to data about you, Activity on your Stripe Account, and your Transactions. For other capitalized terms not defined in this Connected Account Agreement (either in-line or by hyperlink), the applicable definitions are set out in the Stripe Services Agreement.

You represent to Stripe that all of the information that you provide to us directly or through a Connect Platform is accurate and complete, and that you are authorized to agree to this Connected Account Agreement.

1. Relationship to Other Agreements

Please read this Connected Account Agreement carefully. To the extent that there is a conflict between the Stripe Services Agreement and this Connected Account Agreement related to your use of Stripe Connect, this Connected Account Agreement will prevail.

2. Stripe Connect — Your Stripe Account

Stripe Connect allows Connect Platforms to help you use the Services, which may include the ability for you to receive payments for goods and services, or to receive charitable or campaign donations. A Connect Platform may help you to create your Stripe Account, or to integrate your existing Stripe Account with the Connect Platform. A Connect Platform may also conduct Activity on your behalf, provided that it does so in accordance with Your Platform Agreement. You should read Your Platform Agreement carefully in order to understand the nature of the Platform Services and the Activity that a Connect Platform may conduct on your behalf. Stripe is not a Connect Platform, and only provides the Services described in this Connected Account Agreement and the Stripe Services Agreement.

3. Your Obligations

You are solely responsible for, and Stripe disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Services, and any obligations you may owe to your customers or users. While you may agree to share some liability with a Connect Platform, you are always financially liable to Stripe for Disputes (including chargebacks), Refunds, and any fines that arise from your use of the Services. These obligations are described in more detail in [Section C of the Stripe Services Agreement](#).

Depending on the Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If such access is made available to you, you are responsible for all actions taken on your Stripe Account through the Stripe dashboard, including the initiation of Refunds or changing of depository bank information.

Depending on your location, a Connect Platform may allow you to receive payment processing proceeds via settlement into a bank account connected to your debit card (“Instant Payout”). Your Connect Platform should let you know if there is a fee associated with your use of Instant Payouts. When Instant Payouts is used, Stripe will attempt to settle payment processing proceeds within minutes of receiving the payout request. Depending on your bank, it may take up to two business days for your payment processing proceeds to settle via Instant Payouts. Stripe and your Connect Platform reserve the right to change or suspend Instant Payouts to you at any time, including (a) due to pending, anticipated, or excessive Disputes, Chargebacks, Refunds, or Reversals; (b) in the event of suspected or actual fraudulent, illegal or other malicious activity; or (c) where we are required by Law or court order.

4. Relationship to Connect Platforms

You understand and agree that Connect Platforms and Stripe may share Your Data in order to facilitate your use of Stripe Connect or the Platform Services. Where Stripe receives Your Data from Connect Platforms, Stripe may use the Data in accordance with the Stripe Services Agreement and the [Stripe Privacy Policy](#).

The pricing for your use of the Services with a Connect Platform will depend on your agreement with the Connect Platform. Stripe does not control and is not responsible for Connect Platform fees charged to

you, which should be made clear to you in Your Platform Agreement. Stripe's [standard fees](#) for the Services are posted on our web site, although Stripe may have agreed fees with a Connect Platform that are different from these amounts. Stripe's fees will either be disclosed to you separately, or will be consolidated with the fees for the Platform Services. Stripe will have the right to deduct from your Stripe Account balance both Stripe's fees for Services and the Platform Services fees specified to us by the Connect Platform. If your Stripe Account balance becomes negative, you authorize Stripe to debit the amount owed from your Payout Account. If you believe that fees have been incorrectly deducted, or that your Connect Platform has not properly disclosed its fees to you, please [contact us](#).

5. Limitations on Stripe's Liability

Stripe is not responsible for the acts or omissions of any Connect Platform in providing services to you or your customers, or for any non-compliance by a Connect Platform with the terms of Your Platform Agreement. Stripe is also not responsible for your obligations to your customers (including to properly describe and deliver the goods or services being sold to your customers). You are solely responsible for, and Stripe expressly disclaims all liability for, your compliance with applicable laws and obligations related to your provision of the goods or services to your customers, or receipt of charitable donations. This may include providing customer service, notification and handling of refunds or consumer complaints, provision of receipts, registering your legal entity, or other actions not related to the Services. You agree to indemnify Stripe for any losses we incur based on your failure to properly describe or deliver goods or services, or comply with your legal or contractual obligations to your customers.

6. Other General Legal Terms

a. Term, Termination, and the Effects of Termination: The term of this Connected Account Agreement will begin when you register your Stripe Account with a Connect Platform and will end when terminated by you or by Stripe, as described in this Connected Account Agreement. You may terminate this Connected Account Agreement at any time by providing notice to Stripe and immediately ceasing your use of Stripe Connect. However, if you commence using Stripe Connect again, you are consenting to this Connected Account Agreement. Stripe may terminate this Connected Account Agreement (a) where you are in breach of this Connected Account Agreement and fail to cure the breach upon 30 days' notice by Stripe (such notice and cure period only being required if curing the breach is feasible); or (b) upon 120 days' notice for any reason. Stripe may also terminate this Connected Account Agreement immediately if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, or if Stripe determines that you are engaged in activity that fails to comply with applicable law or causes a significant risk of reputational harm to Stripe.

Section 5 and all provisions giving rise to continuing obligations will survive termination of this Connected Account Agreement. As stated above, the Stripe Services Agreement governs your use of Services, so the termination of this Connected Account Agreement will not immediately trigger termination of the Stripe Services Agreement. All obligations in the Stripe Services Agreement will only be terminated in accordance with the terms and conditions of the Stripe Services Agreement. Termination of the Stripe Services Agreement will cause this Connected Account Agreement to automatically terminate.

b. Governing Law, Disputes, and Interpretation: The provisions of the applicable Stripe Services Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Connected Account Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting this Connected Account Agreement. No provision of this Connected Account Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." This Connected Account Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe's delay or failure to assert any right or provision under this Connected Account Agreement does not constitute a

waiver of such right or provision. No waiver of any term of this Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

c. **Stripe Services Agreement:** The Stripe Services Agreement version incorporated into this Connected Account Agreement is the version applicable to your Stripe Account jurisdiction. If the name of your jurisdiction does not appear in the title of the page accessible via this [Stripe Services Agreement](#) link, please [contact us](#) and we will provide you with the correct link.

d. **Right to Amend:** Stripe may amend this Connected Account Agreement at any time. You will be provided with notice of amendments through email (which may originate from Stripe or from a Connect Platform), the Stripe dashboard, and/or Stripe's web site. You agree that any changes to this Connected Account Agreement will be binding on you 7 days after the amendment is made by Stripe (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the changes to this Connected Account Agreement, you must (a) provide notice to Stripe and (b) immediately cease using Stripe Connect. Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Connected Account Agreement.

e. **Assignment:** You may not assign or attempt to assign this Connected Account Agreement without the express consent of Stripe in advance.

f. **Entire Agreement:** This Connected Account Agreement constitutes the entire agreement between you and Stripe with respect to Stripe Connect. This Agreement sets forth your exclusive remedies with respect to Stripe Connect. If any provision or portion of this Connected Account Agreement is held to be invalid or unenforceable under applicable law, then it will be reformed interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

7. Supplemental Terms

If your Stripe Account was created on or after October 20, 2020, these additional terms supplement Section 2 above and apply to your Stripe Account:

Your Connect Platform may restrict your ability to (a) disconnect your Stripe Account from the Connect Platform, or (b) view, access or activate certain Services, provided that in each case it does so in accordance with Your Platform Agreement. Depending on your Connect Platform, you may have access to directly manage your Stripe Account through the Stripe dashboard. If you do not have this access, please contact your Connect Platform if you need support or have any questions relating to the Services, this Connected Account Agreement or the Stripe Services Agreement.

Thank you and welcome to Stripe Connect!