TOLEMI

Agreement

This Agreement outlines the deployment of Tolemi's mobile and web-based applications for CrestHIll, IL ("Client") including associated roles, responsibilities, activities, and deliverables.

Tolemi	Client
OpportunitySpace, Inc. (d.b.a "Tolemi") 295 Devonshire St. 4th Floor Boston, MA 02110 T: 800-535-2329 E: info@tolemi.com	City of Crest Hill 20600 City Center Boulevard CrestHIll, IL 60403 T: 815-741-5100

I. Objectives

The Client is acquiring the Tolemi platform, along with associated services, to meet certain objectives:

- Implement a rental registration software including workflows for:
  - New Rental Registration
  - Renewal Rental Registration
  - Compliance Outreach
- Enable the Client to identify out-of-compliance properties
- Improve the Client's understanding of the rental stock

II. Deployment of Services and Ongoing Support

Tolemi will work with the Client's designated points of contact to streamline the deployment of BuildingBlocks. Tolemi will ensure that the applications meets current and future organization needs.

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of Tolemi to secure access and/or connections to sources of data, to solicit feedback/direction from the Client may occur concurrently.

Phase 1: Data Integration

- Tolemi and the Client to confirm preliminary set of data to include in BuildingBlocks
- The Client to provide Tolemi access to data or connection(s) to sources/custodians of data
- Tolemi to perform preliminary data audit, geolocation/spatial join, and field mapping to BuildingBlocks application data standard
- Tolemi to integrate data from specified systems and to establish schedule for recurring data updates

Phase 2: Application & Data Diagnostic

- Tolemi to provide documentation of field mapping assumptions for the Client's approval and refine according to the Client's input
- Tolemi to perform comprehensive application diagnostic to evaluate, reconcile, and validate disparate data sets
- Tolemi to execute quality assurance testing of the front-end BuildingBlocks application

Phase 3: Launch

- Tolemi to deploy BuildingBlocks to production environment
- The Client to provide list of named users to receive login credentials to the application
- Tolemi to provide a two-hour user training and up to four hours of one-on-one or small-group onboarding sessions for BuildingBlocks users

Phase 4: Workflow Design and Implementation
- Tolemi to work with Client to understand process requirements
- Client to provide .docx or .XLSX templates of all documents that will need to be automatically generated
- Tolemi to configure the Slate software to meet Clients requirements

Phase 4: Hosting & Support (Ongoing for Term of License)

- Tolemi to host the BuildingBlocks and Slate applications and the underlying database
- Tolemi to provide ongoing customer support via channels including telephone, email, and online chat
- Tolemi to load additional data sets, as specified by the Client, quarterly beginning no less than three months after conclusion of Launch
- Tolemi to deploy upgrades in concert with ongoing maintenance and improvements of the BuildingBlocks and Slate applications

Tolemi will advise the Client in advance of any major changes to this working schedule.

Client agrees to the Terms of Services that govern the use of Tolemi products and services.

III. Term of Engagement

This Agreement is effective as of the date of Client's signature and will continue for a period of TWELVE MONTHS. This Agreement will renew automatically unless Client gives written notice of intent to cancel the agreement at least 30 days prior to the expiration of this agreement. Either party may terminate if the other party materially breaches this Agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty calendar days. Upon any termination or expiration of this Agreement all rights granted to Client are cancelled and revert to Tolemi. Upon termination, you shall cease all administrative use of software, shall surrender all access codes/keys, and destroy all copies of the platform (in whole or in part) in your possession or control.

Tolemi expects to the completion of phase 1 and phase 2 within 12 weeks from the initial kickoff call. This timeline is subject to change based the ability of Tolemi to secure access and/or data, to solicit feedback & direction from the Client, and to gain the requisite approval to launch.

Ongoing web hosting, support, data loading, system maintenance, and upgrades will extend through the period of the License Agreement. Continued access to BuildingBlocks and support beyond the expiration of these Terms is subject to a renewed license fee due at expiration of TWELVE MONTHS from the date of execution of this Agreement.

IV. Cost

Name	Qnty	Price	Subtotal
BuildingBlocks 1Y Subscription	1	$12,000.00	$12,000.00
Slate Rental Registry 1Y Subscription	1	$12,000.00	$12,000.00
Implementation One Time Implementation Fee	1	$3,600.00	$3,600.00
		Total	**$27,600.00**

If the Agreement is executed on or before July 31, 2023, the cost for all deliverables and accompanying services named in these Terms for a period of TWELVE MONTHS is $27,600.00 USD payable upon execution of this Agreement.

Tolemi	Client
Signature: Name:　　　Andrew Kieve Title:　　　Chief Executive Officer Date:	Signature: Name: Title: Date: