Master Services Agreement

This Master Services Agreement ("Agreement") is dated July 1, 2026 between **Dewpoint LLC, ("Dewpoint")** located at 300 S. Washington Square, Suite 200, Lansing, MI 48933, and **City of Madison Heights ("Client")** having offices at 300 West Thirteen Mile Road, Madison Heights, MI 48071. Dewpoint and Client may each be referred to individually as a "Party" or together as "Parties" as the context requires.

WHEREAS, Dewpoint is in the business of providing Services and/or Deliverables as defined herein; and

WHEREAS, Client desires to enter into a nonexclusive contractual relationship for the provision of Services and/or Deliverables;

THEREFORE, in consideration of the mutual covenants set forth below, and for good and valuable consideration, the Parties agree as follows:

1. **Services**

Client hereby retains Dewpoint to perform, and Dewpoint hereby agrees to render, on the terms and conditions hereof, the Services and/or Deliverables described in one or more Statements of Work ("SOW(s)") specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client. The terms of this Agreement shall be incorporated into each SOW, and each SOW shall become an addendum to this Agreement. The SOW will include all applicable rates and charges for the Services and/or Deliverables to be performed pursuant to the SOW. Additionally, based upon the type of services to be performed, each individual SOW may be subject to additional terms and conditions that shall be incorporated in an addendum to this Agreement.

2. **Independent Contractor; Dewpoint Consultant**

Dewpoint is an independent contractor for the Services and/or Deliverables provided under this Agreement and each SOW. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the right to act on behalf of or to contractually obligate or bind the other in any manner whatsoever, other than what is provided for herein.

The personnel assigned by Dewpoint to perform the Services and/or Deliverables will be qualified to perform their assigned duties. All such personnel shall perform their work in a professional manner. The Services and/or Deliverables provided by Dewpoint shall be rendered in person, by telephone or by other means, as specified in each SOW. Except as may be specified otherwise in the SOW, Dewpoint shall make its personnel available for the purpose of rendering the Services and/or Deliverables during normal business hours, i.e., 8 a.m. - 4:30 p.m. ET, Monday through Friday, except for the holidays observed by the Client.

3. Term

This Agreement will become effective on July 1, 2026, and shall continue until June 30, 2029, unless it is terminated by written agreement of both parties in accordance with section 13. This Agreement maybe renewed for additional one-year terms upon written agreement signed by both parties in accordance with Section 13.4. Client recognizes that, notwithstanding any provision to the contrary herein, Dewpoint's work and the completion thereof are expressly conditioned upon Client's cooperation with Dewpoint and Client's timely performance and completion of its responsibilities hereunder.

4. Invoicing and Payment

4.1. Invoices. Dewpoint will invoice on a monthly basis. Dewpoint will generate and forward to Client an invoice ("Invoice"). Each Invoice shall include details of the Services performed and/or Deliverables provided as outlined in the applicable SOW and a bill for all fees, Expenses, and other amounts due to Dewpoint in connection with such Services and/or Deliverables (collectively, the "Compensation"). Dewpoint will enroll in the Clients ACH Accounts Payable program before the issuance of the first invoice.

4.2. Payment of Compensation. Client shall pay all amounts outstanding under each Invoice in full immediately upon receipt of invoice, but no later than 30 days after the date of such Invoice. Billed amounts shall be deemed overdue and subject to late charges if unpaid for more than thirty (30) days, unless there is a dispute or question concerning the amount owed in which case, the 30-day period shall be extended until issue is resolved. All amounts shall be paid directly to Dewpoint at: ***Accounts Receivable, Dewpoint, 300 S. Washington Square, Suite 200, Lansing, MI, 48933.***

5. Changes to Scope of Services

Client, without invalidating the Agreement or applicable SOW, may request changes in the Services and/or Deliverables consisting of additions, deletions or other revisions by submitting a written change request to Dewpoint. Dewpoint shall, within a reasonable amount of time not to exceed ten (10) business days, provide a written change request response which outlines any additional Services and/or Deliverables to be provided to effectuate the requested change, as well as any impact to time of performance and Compensation. Client shall authorize and approve any change(s) in writing before Dewpoint is obligated to proceed with such change(s). Any change(s) not approved through this process will not be effective and Dewpoint will not be eligible for any additional Compensation by Client for such Services and/or Deliverables, nor shall Dewpoint be liable for any requested change in Services and/or Deliverables not approved in writing by Client. All approved changes shall be attached as written amendments to the applicable SOW.

6. Client Representations, Warranties and Responsibilities

6.1. Authority. Client represents and warrants to Dewpoint that (a) it has the right and authority to execute and deliver this Agreement and to perform its obligations hereunder once approved by City Council, and (b) neither this Agreement nor the performance of this Agreement will place Client in breach of any other contract or obligation.

6.2. Disclosure of Information. Client shall provide Dewpoint, in a timely fashion, with all information reasonably required for Dewpoint's performance of the Services and/or Deliverables. Client represents and warrants to Dewpoint, as of the effective date of each SOW, that to the best of the Client's knowledge all information
necessary to Dewpoint's full understanding of the Services and/or Deliverables to be provided under such SOW has been disclosed or provided to Dewpoint. Client shall keep Dewpoint informed of any new or changed information that may be necessary to enable Dewpoint to provide the Services and/or Deliverables in a timely manner.

7. Confidentiality

Both Parties hereby acknowledge that they will have access to information that is proprietary or otherwise confidential to the other ("Confidential Information"). Confidential Information shall include, without limitation, information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, customer lists, customer information or materials, the products and/or services produced and/or rendered hereunder, and the terms and conditions of this Agreement, each SOW, and all Addendums. Confidential Information shall not include information which:

(a) is or becomes a part of the public domain, except as a result of a breach of this provision;

(b) was received by either Party from a third party who is not subject to any restriction on disclosure;

(c) is independently developed by a Party without reference to the disclosing Party's Confidential Information;

(d) is required to be disclosed by a Party pursuant to law or regulation, governmental authority or duly authorized subpoena, court order or administrative process, whereupon said Party shall, to the extent permitted by law, provide notice to the disclosing Party prior to such disclosure and reasonably cooperate with the disclosing Party in any effort that it may undertake to obtain confidential treatment of such information required to be disclosed; or

(e) the disclosing Party approves for disclosure by prior written consent.

Each Party agrees, both during the Term and for a period of two (2) years thereafter:

(a) to hold the Confidential Information of the other Party in confidence and to use such Confidential Information only in connection with the performance of the Party's obligations under this Agreement (except for trade secrets, which shall be held in confidence indefinitely until such time as the information is no longer a trade secret);

(b) not to make any copies of such Confidential Information or any part thereof without the express written permission of the other Party;

(c) not to disclose such Confidential Information or any part thereof to a person outside the Party's business organization for any purpose;

(d) to limit dissemination of such Confidential Information to persons within that Party's business organization who have a need to see the Confidential Information in connection with the performance of its obligations under this Agreement; and

(e) to return such Confidential Information and any copies thereof to the disclosing Party upon termination of this Agreement, or at such earlier date as the disclosing Party may require.

It is understood and agreed that in the event of a breach of this section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any actual or threatened breach, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.

8. Mutual Indemnification

Each Party (the "Indemnifying Party"), at its expense, will defend (or, at its option, settle), indemnify, and hold the other Party (the "Indemnitee") harmless from, any claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of: (a) claims that any Deliverable or Client Material (as applicable) provided by the Indemnifying Party infringes or otherwise violates any third party Intellectual Property Rights; (b) the design, drawings or specifications of the Indemnifying Party, its agents, employees, consultants or subcontractors; (c) any violation of any law, ordinance or regulation by the Indemnifying Party, its officers, directors, agents, employees, or subcontractors (d) any claims by the Indemnifying Party's subcontractors, materialmen, or suppliers, or (e) any other claims resulting from, arising out of, or related to, the negligent acts or omissions of the Indemnifying Party, its agents, employees, consultants or subcontractors. If the Indemnifying Party elects to settle it must first seek approval of such settlement from the Indemnitee, and such approval shall not be unreasonably withheld.

In the event that an Intellectual Property Rights claim is brought (or either of the Parties becomes aware that such a claim may be asserted) against Client or Dewpoint with respect to a Deliverable, Dewpoint shall have the right and option, in its sole discretion and at its expense, to (i) procure for Client the right to use the allegedly infringing material; (ii) modify the allegedly infringing material so that it is not infringing; and/or (iii) require Client to cease using such allegedly infringing material.

Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability or obligation to indemnify the other Party for any Intellectual Property Rights claim to the extent that such claim is based upon:

(i) any software, or any part of the software, documentation, or deliverables that is developed by or for, or licensed from, the other Party or any third party;

(ii) the combination, by the other Party or any third party, of a deliverable with any hardware, software, or other technology not developed by the indemnifying Party;

(iii) the modification of a deliverable by the other Party or by any person other than the indemnifying Party;

(iv) the other Party's misuse of a deliverable;

(v) a product that the other Party designs or markets;

(vi) specifications developed or approved by the other Party; or

(vii) materials provided by the other Party.

This provision sets forth each Party's entire liability and the other Party's sole and exclusive remedy with respect to any alleged intellectual property infringement by any deliverable.

The Indemnitee must (i) notify the Indemnifying Party promptly in writing of any third party claim or action with respect to which indemnification is sought under this Section; (ii) provide the Indemnifying Party with all reasonable information and assistance to settle or defend such claim or action; and (iii) grant to the Indemnifying Party authority and control of the defense or settlement of the claim; further provided, however, that (x) the failure to so notify, provide information and assistance and/or grant authority and control will relieve the Indemnifying Party of its obligation to Indemnitee hereunder only if and to the extent that the Indemnifying Party is prejudiced thereby, and (y) the Indemnitee shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing.

9. **Limitations of Liabilities and Remedies**

WITH THE EXCEPTIONS OF EACH PARTY'S INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATIONS AND ANY CLAIMS ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR LOSS OF BUSINESS INCOME, PROFITS, SAVINGS, OR DATA, OR ECONOMIC, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SAME OR IF THE SAME ARE FORESEEABLE. FUTHERMORE, IN NO EVENT SHALL DEWPOINT HAVE ANY LIABILITY FOR ANY LOSS OF OR INABILITY TO USE ANY COMPUTER, SYSTEM OR COMPONENT, WHETHER THE SAME ARE INCURRED OR SUFFERED BY CLIENT OR ANY THIRD PARTY, AND WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF DEWPOINT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DEWPOINT'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT FOR DATA HOSTING AND/OR MANAGED SERVICES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000.00). THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT.

In addition, each party hereby releases the other party from any liabilities or costs relating to the Services and/or Deliverables to the extent such liabilities or costs are attributable to any false, inaccurate, or incomplete information provided by or on behalf of the releasing party.

Neither Party may assert any claim or bring any action or proceeding, except for warranty claims pursuant to Section 6 , against the other Party under this Agreement or in connection with the Services and/or Deliverables unless the Party asserting such claim or bringing such action or proceeding has first given the other Party written notice setting forth the basis for such claim or action in reasonable detail

within 60 days of the date on which the Party asserting such claim or bringing such action or proceeding knew or should have known the facts giving rise thereto. Nothing in this Section shall extend or enlarge any applicable warranty claim period.

10. Force Majeure

Neither Party shall be held responsible for, nor deemed to be in default under this Agreement, because of any delay or failure in performance if such delay or failure is the result of causes beyond the reasonable control of the Party affected (provided such causes do not result from the negligence of such Party) such as an act of God, fire, flood, earthquake, transportation disruption, labor dispute, war, terrorism, civil unrest, insurrection, court order or any other cause beyond the reasonable control of such Party (all such causes collectively referred to herein as "Force Majeure"). Each Party shall be excused from performance under this Agreement and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of a Force Majeure event. The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party thereof, shall be excused from performance hereunder on a day-to-day basis to the extent of the prevention, restriction or interference caused by such event. The Party affected shall use its commercially reasonable efforts to avoid or remove such cause and to minimize the consequences thereof and shall resume performance hereunder forthwith upon removal of such cause. Notwithstanding the foregoing, Force Majeure shall not excuse any payment obligations under this Contract.

11. Non-Solicitation

Neither party shall not knowingly, during the term of this Agreement and for a period of one year after its completion, solicit for employment any person who is or has been employed by the other party during the term of this Agreement, without the prior written consent of the other party..

12. Assignment

Neither party shall not sublet, assign, delegate, or otherwise transfer any part or all of this Agreement, nor any interest therein, without the express written approval of the other party. In the event of any written approval of assignment by Dewpoint, said approval shall not relieve or release Client from full compliance and responsibility for execution of all of its obligations and requirements under this Agreement.

13. Termination

13.1. Termination Without Breach. Either Party may terminate this Agreement for any reason (other than a material breach by the other Party) upon thirty (30) days written notice to the other Party; provided, however, that any outstanding SOW shall continue to be effective for the Services and/or Deliverables described therein and not yet performed, and such SOW shall continue to be governed by this Agreement as if it had not been terminated until such time as all Services under the SOW have been performed and paid for, or the SOW is terminated in accordance with the terms thereof.

13.2. Termination Upon Breach. If a Party is in material breach of this Agreement, the other Party may notify such Party in writing specifying the nature of the breach. Upon receipt of such notice, the breaching Party shall have thirty (30) days from receipt of the notice to cure the breach, and if the breach is not cured within such period the non-breaching Party may terminate this Agreement immediately upon the giving of written notice to the breaching Party. In the event of termination by either Party pursuant to this Section 13.2, Client shall pay Dewpoint all Compensation accrued for Services and/or Deliverables (or portions thereof) rendered to the date of such termination within thirty (30) days after submission by Dewpoint of a final Invoice.

13.3. Return of Materials. Upon termination of this Agreement, each Party shall, to the extent practical, return (or destroy upon request of the disclosing Party) all materials containing Confidential Information received from the other Party that is then in such Party's possession or control In the event materials containing Confidential Information of the other Party are destroyed, the Party destroying such materials shall give written certification of such destruction to the other Party. If the return or destruction of the other Party's Confidential Information is impractical, the receiving Party shall continue to maintain the other Party's Confidential Information in accordance with the terms of this Agreement until such time as destruction or return becomes practical.

13.4 Term Extension. After the initial Term, Dewpoint may allow the Client to enter into a month-to-month agreement for continued Services. Both the monthly term of the agreement and monthly costs must be mutually agreed upon 90 days prior to the expiration of the initial Term.

13.5 Termination Fees. Any termination fees payable in accordance with any SOW shall be due and payable on the effective date of termination. If termination of a SOW is due to Client's breach of its payment obligations or if Client is in default of its payment obligations as of the date of termination, and Client requests and Dewpoint agrees to provide Transition Assistance Services to Client as set forth in Section 14, Dewpoint may require Client to pay for such Transition Assistance Services and/or any

applicable termination fees in advance of providing such Transition Assistance Services. Except as otherwise set forth in the applicable SOW, no termination fee or other amount shall be payable by Client in connection with the termination of such SOW. No termination fee or other amount shall be payable by Client in connection with the termination of this Agreement.

13.6 Partial Termination Fee Adjustment. If Client terminates a portion of the Services pursuant to any provision of this Agreement or any SOW, then any applicable transition fees shall be adjusted in accordance with the applicable SOW.

14. Transition

Upon non-renewal or termination of a SOW for any reason, other than termination of this Agreement and any SOW by Dewpoint as a result of Client's breach or insolvency, and upon Client providing Dewpoint written notice at least ninety (90) days prior to expiration or termination of this Agreement, Dewpoint will, at Client's request, provide Transition Assistance Services (billed at Dewpoint's then-existing time and material rates for such services), as described in this Section, on the terms set forth in this Agreement during a period of up to six (6) months after the date of termination or non-renewal of the Agreement and/or SOW (***"Transition Assistance Period"***). During the Transition Assistance Period, Dewpoint will cooperate with Client and its designees and provide the assistance reasonably requested by Client or its designee to allow Client's business operations to continue without material interruption or adverse effect and to facilitate the orderly transfer of responsibility for the Services then being provided by Dewpoint to Client or its designees, including the following: (a) continuing to perform the Services then being performed by Dewpoint; (b) developing, with the assistance of Client or its designees, a plan for the transition of the Services then being performed by Dewpoint to Client or its designees; and (c) Dewpoint will use reasonable commercial efforts to assist Client or its designees to obtain (on a non-exclusive basis) any third party services then being used by Dewpoint in the performance of the Services. Except as may otherwise be agreed to in writing by both Parties, Dewpoint shall have no obligation to continue providing Transition Assistance Services beyond the Transition Assistance Period, regardless of whether the Services have been fully transitioned to Client or Client's new vendor at the expiration of the Transition Assistance Period.

15. Safety and Security Procedures.

Client shall maintain and enforce at Client's locations safety and security procedures that are at least equal to the most stringent of the following: (1) the applicable industry standards for such locations, (2) those procedures applicable to the Client's service locations, as may be amended by Client from time to time (subject to Standard Change Control Process) and (3) any higher standard otherwise agreed upon by the Parties. Dewpoint shall comply with the applicable safety and security procedures at each of Client's service location, as noted above. Client shall make such safety and security procedures available to Dewpoint from time to time, or upon Dewpoint's reasonable request.

16. Data Security.

16.1 General.

Dewpoint shall establish, maintain and comply with its data safeguards which are designed to protect against the destruction, loss, damage, corruption, alteration, loss of integrity, commingling or unauthorized access of Client Data. Client and Dewpoint shall each comply with their respective data security policies. Except as otherwise set out in a SOW, Dewpoint shall provide its own equipment and software necessary to implement and maintain its data safeguards while on Client's premises or accessing Client Data.

Dewpoint shall not disclose or disseminate Client Data to any other party without Client's prior written consent, unless legally required. If Dewpoint is legally required to disclose or disseminate Client Data, Dewpoint will, to the extent permitted by law, provide prompt advance written notice to Client.

16.2 Data Security Updates. Dewpoint shall follow the Standard Change Control Process for any data security updates that are applicable to Client.

16.3 Data Security Incidents. Client shall designate an individual responsible for coordinating all data security related matters under this Agreement ("Client Data Manager"). In the event that Dewpoint or any of its agents discovers or is notified of a Data Security Incident that affects the Client's environment, Dewpoint shall promptly notify the Client Data Manager regarding such Data Security Incident. In the event of a Data Security Incident that affects the Client's environment, Dewpoint shall (i) investigate and mitigate the effects of the Data Security Incident; (ii) take no unnecessary action that destroys or impairs any evidence with respect to the Data Security Incident; (iii) document in an appropriate manner the Data Security Incident and responses thereto, (iv) not disclose the existence of any Data Security Incident without the express written permission of Client except to the extent required by law, and (v) assist and reasonably cooperate with respect to (a) any independent forensic investigation, (b) any required or otherwise appropriate disclosure to affected entities, individuals or governmental authorities, (c) any other remedial measures reasonably requested or required under any applicable Law, and (d) any response to regulatory inquiries, litigation, or other similar actions.

17. Governing Law

This Agreement shall be governed by the laws of the state of Michigan without regard to principles of choice or conflicts of law.

18. Arbitration

Any dispute arising out of or relating to this Agreement which cannot be resolved by the Parties shall be decided solely by a single arbitrator mutually agreed to by the Parties and conducted by the American Arbitration Association in accordance with its rules of Commercial Arbitration then in effect. The arbitrators' award may be entered as a judgment of the court by any court having competent jurisdiction.

19. Conflicts of Terms

In the event of any conflict between the express terms of this Agreement and any SOW, the terms of this Agreement shall govern, except to the extent expressly stated otherwise in an SOW.

20. Notices

All notices, including notices of address changes, required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when:

(a) mailed by registered or certified mail, postage prepaid, return receipt requested, if within the United States, or
(b) electronic notification which has adequate traceability and encryption capability, so long as the Parties agree upon the use of such medium or mode in advance; or
(c) sent by overnight express courier service, charges prepaid, if within or outside the United States, to the receiving Party at its address set forth below (or such other address as the receiving Party may designate in accordance with this section):

If to Dewpoint:

Dewpoint, LLC.
300 S. Washington Square
Suite 200
Lansing, MI 48933
Attention: Joe Old
Account Executive
Jold@dewpoint.com
810-625-6873

If to Client:

City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, MI 48071
Attention: Melissa R. Marsh
City Manager
MelissaMarsh@Madison-Heights.org
248-583-0829

21. Severability

Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. In the event any provision of this Agreement is held to be unenforceable, then the balance of the Agreement shall survive.

22. Entire Agreement

This Agreement and any SOWs, Documents, Exhibits, and/or Addenda hereto constitute the entire Agreement of the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to their subject matter, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communication between the Parties during the term of this Agreement, unless such additional or different terms are consented to by both parties in writing with express reference to the provision(s) of this Agreement that they intend to modify. In the event of any inconsistency or ambiguity between this Agreement and any other documents, the terms that are more favorable to Dewpoint shall govern.

23. Survival

Upon termination or expiration of this Agreement, all provisions of this Agreement which by their nature are intended to survive termination shall survive the termination of this Agreement, including but not limited to, Sections 4, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, and 27.

24. Waiver

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach. The failure of either Party to enforce any of the provisions of this Agreement, or to require any performance by the other Party of any of the provisions hereof, shall not be construed to be a waiver, or in any way to affect the validity of this Agreement or any part thereof or the right of such Party to thereafter strictly enforce each and every such provision.

25. Counterparts

This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. Third Party Beneficiaries

The Parties agree that: (a) this Agreement is for the benefit of the Parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party); and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement.

27. Defined Terms

"***Client Data***" shall mean all data and information pertaining to Client or its authorized users which is provided by Client in connection with this Agreement or any SOW which is owned by or licensed to Client, and to which Dewpoint or its agents have access in connection with the provision of the Services and/or Deliverables.

"Client Materials" means software, data and any other documents or materials provided by Client to enable or facilitate the provision of Services by Dewpoint pursuant hereto.

"Data Security Incident" means i) an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of Client's data and/or ii) a breakdown of the data security protocols.

"Deliverables" means any tangible information, materials and/or any other items to be delivered physically, or documents, images or data files to be transmitted electronically by Dewpoint to Client, as provided in the applicable SOW, which items may include, without limitation, Software, Documentation, specifications, drawings, data compilations and reports.

*"**Developed Software**"* shall mean any Software developed pursuant to this Agreement or any SOW for Client but excluding any third-party software.

"Documentation" means user manuals and other written materials related to Software, including without limitation functional and technical specifications and materials useful for design (e.g., logic manuals, flow charts, schematics and principles of operation) and a description of any technical environment necessary to operate such Software.

"***Expenses***" means the cost of all actual and out-of-pocket itemized expenses incurred by Dewpoint in connection with Dewpoint's performance of the Services (including without limitation for all reasonable travel and lodging expenses incurred by Dewpoint's personnel in performing the Services).

"Intellectual Property Rights" means all intellectual property rights of whatever form, now or hereafter available under any applicable laws, including, but not limited to, all patents, trade secrets, copyrights, trademarks and any applications therefor or registrations thereof.

"Services" means those services provided by Dewpoint to the Client, as described in Statements of Work (*"*SOWs*"*), specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client.

"Software" means computer programs and Documentation, including, but not limited to, machine readable binary code (object code), human readable code (source code) and all optional software integrations or utilities, which may define the operating environment.

"***Standard Change Control Process***" means the change control process defined in the Statement of Work

"***Transition Assistance Services***" means the services provided by Dewpoint to assist Client in transitioning the Services from Dewpoint to the Client or new vendor selected by Client upon contract termination. These services may be outside the scope of the current contract, and in such cases, Client will be charged time and material rates for such services.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

Dewpoint, LLC.
By:
Name:
Title:
Date:

City of Madison Heights
By:
Name:
Title:
Date:

By:
Name:
Title:
Date: