



General Services Agreement for Soofa Sign
Randolph, MA and Changing Environments, Inc.

11/27/2023

THIS GENERAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of November 27th, 2023 (the "Effective Date"), by and between Changing Environments, Inc. d/b/a Soofa, a Delaware corporation ("Soofa" or "Changing Environments"), and Randolph, MA, with a primary address of 41 South Main Street, Randolph, MA 02368 ("Licensee"). Soofa and Licensee shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

SUMMARY

| | |
|--|--|
| Product | Soofa Sign |
| Units | 4 |
| Upfront price per unit | \$25,000 |
| Upfront total price ("Initial Fee") | \$100,000 |
| Annual Cost per unit in years 2-5 ("Annual Fee") | \$6,200 / unit / year |
| Total annual cost after 1st year | \$24,800 year |
| | |
| Advertising Model | <input type="checkbox"/> Community Branded |
| Total costs for 5 year contract | \$199,200 |

1. **OVERVIEW**

(a) **Orders:** Soofa hereby licenses Licensee the right to use the Soofa Signs identified above during the term and on the terms and conditions specified in this Agreement. The Soofa Signs are described in further detail on Exhibit A hereto. Each Party shall do all such acts and things as the other Party may reasonably request in connection with the requesting Party's obligations hereunder.

(b) **Scope & Cost:** Licensee shall pay Changing Environments the following fees:

- (i) **Initial Fee.** Licensee will pay Changing Environments the Initial Fee as identified above. As part of the fee Changing Environments shall install the Soofa Signs at locations agreed upon by the Parties as specified in Section 2 hereunder. Installation will include content management and restrictions; sensor integration and data collection.
- (ii) **Annual Fee.** Commencing on the 2nd year anniversary of the installation date, Licensee will pay Changing Environments the Annual Fee as identified above.
- (iii) **Installation Fees.** Licensee will pay Changing Environments the installation fees, if any, as specified in Section 2 below ("Installation Fees").

The Initial Fee and Annual Fee cover the cost associated with software hosting, cell data plans, sensor data, and replacement parts as further described in the warranty section below (excluding parts damaged by vandalism).

(c) **Revenue Share:** If Licensee selects an advertising model, during the term of the Agreement Changing Environments will pay Licensee 20% of the Net Revenue generated each quarter from the Soofa Signs after Soofa has recouped all initial investment and maintenance costs (the "Revenue Share"). "Net Revenue" means the gross media advertisement fees actually collected by Changing Environments from advertisements placed on the Soofa Signs less Changing Environments' sales commissions and operating expenses (e.g. cleaning, software, data and maintenance).

(d) **Due Date:**

- (i) **Initial Fee.** The Licensee shall be invoiced a 50% deposit of the Initial Fee on the day the order is placed. The remaining 50% of the Initial Fee will be invoiced in one installment on the day that the first Soofa Sign is shipped to Licensee and shall be due and payable within thirty (30) days from the date of the applicable invoice with a 2% discount if paid within (10) days.
- (ii) **Annual Fee.** The Annual Fee will be invoiced in full each year beginning in the second year and commencing on the first anniversary of the installation date and will be due and payable within ten (10) days from the date of the applicable invoice.
- (iii) **Installation Fees.** The Installation Fees, if any, will be due and payable within ten (10) days from the date of the applicable invoice.

All payments must be made in US dollars and made by check or electronic transfer. Overdue balances are subject to a service charge equal to the lesser of 1.0% per month or the maximum legal interest rate allowed by law.

(e) Term; Termination:

(i) Term. The term of this Agreement will commence on the Effective Date and end on the five (5) year anniversary of the installation date of the first Soofa Sign. The term of this Agreement will automatically renew for two (2) additional years upon expiration unless a Party sends the other Party written notice of non-renewal at least 90 days prior to the end of the current term.

(ii) Termination. Either Party may terminate this Agreement (i) immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing.

(f) **Ownership:** All Soofa Signs constructed, installed, and maintained, including all embodied intellectual property, shall remain owned by Changing Environments.

(g) **Maintenance:** If Licensee is licensing three (3) or more Soofa Signs hereunder, then Changing Environments is responsible for regular maintenance and cleaning of the Soofa Signs.} If Licensee is licensing less than three (3) Soofa Signs hereunder, then Licensee is responsible for regular maintenance and cleaning of the Soofa Signs. Changing Environments will make all reasonable best efforts to remotely monitor signs for optimal performance and will provide maintenance guidelines to the Licensee for the Soofa Sign.}

Changing Environments shall be responsible for maintenance of the Soofa Signs and will make commercially reasonable efforts to provide timely and full functionality of the sign and sensor, as well as regular cleaning, including graffiti which shall be removed within five (5) business days following the date Licensee notifies Changing Environments. If the custom vinyl wrap needs to be replaced, Changing Environments shall complete the replacement within fifteen (15) days of the receipt of the Licensee's notice.

(h) **Sensor Integration; Data Collection; Decal:** Sensor integration for data collection via proprietary sensor is used for for monitoring foot traffic and providing this data to the Licensee. No personally identifiable information will be collected and any data produced as part of this program remains the property of Changing Environments. Licensee will be provided access to reporting of such data through SoofaTalk.com and provision of the sensor data, reports, or derivative works thereof to third parties for any purposes is prohibited. Licensee acknowledges and agrees that a wayfinding vinyl decal is placed on the back of each Soofa Sign. Changing Environments reserves the right to devote part of the display area to instructional information on how to access Soofa Talk and post to the sign as further described on Exhibit C.

2. INSTALLATION

Final locations of the Soofa Signs shall be determined by the Parties. Sign placement shall not physically obstruct safe, normal pedestrian or existing operations in any location. Physical installation of the Soofa Sign will be coordinated between Licensee and Changing Environments. Licensee agrees to use Soofa Sign as intended, including but not limited to, bolting the sign into the concrete sidewalk.

The Licensee agrees to make the location of the Soofa Signs available to Changing Environments' employees, agents, and/or independent contractors for installation. If Licensee does not provide timely location access, Changing Environments will not be held responsible for any delays in installation. All Soofa Signs shall be secured in concrete as per the reasonable specifications shared by Licensee. If the Licensee-selected locations for the Soofa Signs lack adequate ground treatment, pending contractor availability, Changing Environments will make commercially reasonable efforts to pour concrete pads at the Licensee-selected locations. Licensee must share detailed specifications and reasonable requirements on a timely basis prior to scheduled installation and Changing Environments may invoice Licensee up to \$1,500 per site pending specifications. Changing Environments may invoice Licensee costs related to permitting specific to Soofa Sign.

Installation, removal and location change is solely the responsibility of Changing Environments unless agreed to otherwise by the Parties in writing. If the Licensee removes or relocates a Soofa Sign without Changing Environments' written approval, Licensee assumes full responsibility of all fees associated with such removal/relocation including the hardware and any related accidents or liability. In the event of a Soofa Sign relocation requested by or on behalf of Licensee, Changing Environments shall charge Licensee a relocation fee up to \$800 per site, or up to \$1,800 if the new required site requires a concrete pad pour.

3. SPONSORED & RESTRICTED CONTENT

If Licensee selects an Advertising Model (as indicated in the Summary Table above and exhibit C below), Changing Environments will use reasonable commercial efforts to sell digital and static advertisements throughout the term of this Agreement and retains the sole and exclusive responsibility for advertisement procurement, and the Licensee will be entitled to the Revenue Fee specified above. Notwithstanding the foregoing, Changing Environments will not exhibit advertisements of the type specified on Exhibit E. The Revenue Fee will be paid quarterly to the Licensee.

Changing Environments retains the sole and exclusive responsibility for advertisement procurement the procurement and maintenance of paid content sponsors (advertisers) for 80% of the airtime through Soofa Talk for the Soofa Signs. The Licensee cannot sell in part or in whole its 20% reserved digital airtime through Soofa Talk.

Changing Environments will review all advertisement content to be placed on a Soofa Sign by an advertiser before it is live and reserves the right to reject any advertisement which is in violation of any law, false, misleading or deceptive, or contrary to community standards. The Licensee agrees to Changing Environment's Privacy Policy in connection with Licensee's use of SoofaTalk.com. Changing Environments shall approve or disapprove advertisement and content uploaded by Licensee in accordance with the foregoing within 24 business hours in accordance with the methodology specified on Exhibit D hereto.

4. INSURANCE

Changing Environments shall maintain during the term of this Agreement, at its sole expense, all insurance required by the applicable laws of Massachusetts and [Licensee].

5. WARRANTY

(a) **Licensee Warranties:** Licensee represents and warrants to Changing Environments as follows:

(i) Requisite Authority. Licensee has the requisite power and authority to enter into this Agreement, to grant the rights herein granted with respect to the locations for the Soofa Signs, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and no further action on the part of Licensee is necessary to authorize the execution and delivery by it, and the performance of its obligations under this Agreement. Licensee is not aware of any action, waiver or consent by any governmental entity that is necessary to make this Agreement a valid instrument binding upon Licensee in accordance with its terms.

(ii) Execution and Delivery. Licensee has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable in accordance with its terms.

(iii) No Violation: Absence of Defaults. Neither the execution and delivery by Licensee of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any agreement or other instrument to which Licensee is a party, or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or (ii) violate any law, administrative regulation or rule or court order, judgment or decree applicable to Licensee or by which Licensee is bound.

(b) **Changing Environments Warranties:** Changing Environments represents and warrants to Licensee as follows:

(i) Requisite Authority: Changing Environments has the requisite power and authority to enter into this Agreement, to grant the rights herein granted, to perform its obligations hereunder and to consummate the transactions contemplated hereby, and no further action on the part of Changing Environments is necessary to authorize the execution and delivery by it, and the performance of its obligations under this Agreement. Changing Environments is not aware of any action, waiver or consent by any governmental entity that is necessary to make this Agreement a valid instrument binding upon Changing Environments in accordance with its terms.

(ii) Execution and Delivery: Changing Environments has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of Changing Environments, enforceable in accordance with its terms.

(iii) No Violation: Absence of Defaults. Neither the execution and delivery by Changing Environments of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any agreement or other instrument to which Changing Environments is a party, or result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such agreement or other instrument, or (ii) violate any law, administrative regulation or rule or court order, judgment or decree applicable to Changing Environments or by which Changing Environments is bound.

(iv) Screen Replacement: If Licensee is licensing five (5) or more Soofa Signs hereunder, then during the term of the Agreement Changing Environments will replace for all the Soofa Signs in total (and not each Soofa Sign): (i) one (1) screen display in total for any faulty or vandalized screen at no cost; (ii) two (2) additional screen displays per Agreement year for any faulty or vandalized screens, subject to Licensee's payment of a deductible of \$2,000/screen; and (iii) thereafter, screen displays for any faulty or vandalized screens, subject to Licensee's payment of such screens at cost plus a 10% shipping and handling fee. Changing Environments will use commercially reasonable efforts to deliver such screen replacement parts within ten (10) days from its receipt from Licensee of any screen replacement incident report. Changing Environments will use commercially reasonable efforts to install the replacement screen within seventy two (72) business hours after the arrival of such replacement screen at Licensee's site.

(v) Part Replacements: Changing Environments warrants that for all other parts other than the Soofa Signs' screen display (which warranty therefore is handled above), Changing Environments shall at its sole expense during the term of the Agreement repair and/or replace any damages parts of the Soofa Signs' unless such damage resulted from or was caused by vandalism or a Force Majeure Event.

(c) **No Other Warranties**: THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION

(a) **Licensee Indemnification**: Licensee shall indemnify, defend, and hold harmless Changing Environments, its employees, officers, and agents ("Changing Environments Indemnitees") from and against any claim, loss, damages, injury, expense (including reasonable attorney's fees), judgment or liability to and associated with a Soofa Sign to the extent such claim, loss, damages injury, expense, judgment or liability (collectively, "Damages") is caused by the willful, reckless, or negligent act or omission of the Licensee, its employees, officers and/or agents. In the event that the Licensee installs a Soofa Sign, the Licensee agrees to indemnify, defend, and hold harmless Changing Environments Indemnitees from any and all Damages associated with the installation of such Soofa Sign.

7. CONFIDENTIALITY

From time to time during the term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information marked, designated, or reasonably viewed as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or affiliates who have a need to know the Confidential Information for the receiving Party to exercise its rights, perform its obligations hereunder, or internal business purposes. Receiving Party shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the disclosing Party. Without limiting the foregoing, receiving Party shall take at least those measures that it employs to protect its own confidential information of a similar nature and shall ensure that its employees who have access to Confidential Information of the disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the disclosing Party's Confidential Information as the provisions of this Agreement, prior to any disclosure of Confidential Information to such employees. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this

Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. LIMITATION OF LIABILITY

(a) **Consequential Damage Waiver:** Except as may arise out of a Party's breach of Section 7, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages

(b) **Limitation of Liability:** Except as may arise out of Changing Environments' breach of Section 7 or Changing Environments' indemnification obligations in Section 6, the total liability of Changing Environments to Licensee for any and all claims and damages under this Agreement, whether arising by statute, contract tort or otherwise, will not exceed the amounts paid by (and not otherwise refunded to) Licensee to Changing Environments for the Soofa Sign which formed the subject of the claim in the twelve month period preceding the event which gave rise to the claim.

9. GENERAL PROVISIONS

(a) **Delays:** Changing Environments will not be responsible for any delay in Changing Environments' scheduled delivery of Soofa Signs or services therefore, including any installation services, that is caused by Licensee.

(b) **Entire Agreement:** This Agreement represents the full understanding between both Parties and addendums may be added that either supplement or supersede existing terms, due to expansion of scope or related activities, only if agreed upon by both Parties in writing.

(c) **Force Majeure:** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by natural disasters, weather events, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party (each, a "Force Majeure Event").

(d) **Assignment:** This Agreement shall be binding upon and for the benefit of Changing Environments, Licensee and their permitted successors and assigns. Either Party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.

(e) **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding its choice-of-law principles.



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Changing Environments and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Changing Environments, Inc.

Company Name

Daniel West Cohen

Full Name

Director of City Growth

Title

Signature

12-4-23

Date

Town of Randolph, MA

Licensee Name

Brian P. Howard

Full Name

Town Manager

Title

Signature

11-30-23

Date

BILLING ADDRESS

Please provide:

Billing Name: Town of Randolph

Bill Address:

41 South Main St: Randolph, MA 02368

Billing Email : bhaward@randolph-ma.gov

REVENUE SHARE CHECK

Please provide:

Name for check to be addressed to: N/A

Address for check to be sent to : N/A

Name, Title, and Email for revenue share report : N/A

EXHIBIT A – SIGN DESIGN

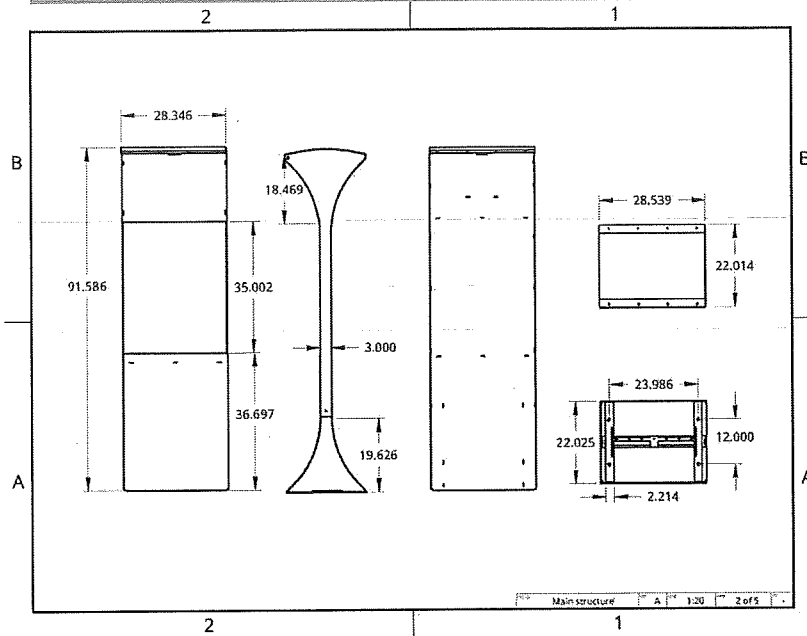
Hardware product overview: Soofa Signs are 100% solar powered and wirelessly connected via cellular network. Just four square feet of sidewalk space is required; four bolts into the ground and 30 minutes to install to run a real-time communication platform.

Software product overview: A web-based content management system called Soofa Talk (www.soofatalk.com) permits your team to post content anytime to your signs down to each neighborhood, if desired.

Screen content: The 42" electronic ink screen displays rotating local, relevant content posted by the Licensee, local businesses, and the public, alongside customized applets. Changing Environments reviews all content before it goes live on the Soofa Sign.



DIMENSIONS SOOFA SIGN & INSTALLATION



All you need is a 8" long, 1/2" dia. adhesive anchored on top of threaded rods, min. 4" embedded in concrete.
(Proposed Hilti HY 150 Injection Adhesive Anchors). The Soofa Sign is solar-powered and has its own cell service.



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EXHIBIT B – VINYL WAYFINDING DECAL

Option 1: Communications Platform; Digital Advertising and Sponsorship Not Allowed

A wayfinding vinyl decal designed by the Licensee is placed on the back of each Soofa Sign. Changing Environments reserves the right to devote part of the display area to instructional information on how to access Soofa Talk.

Sample decal design from the City of Chelsea shown below for reference only.



EXHIBIT C - APPROVED CONTENT

The intention of the Soofa Sign is to promote local healthy community content. As such, all images and content displayed will be in good taste and consistent with the community's standards and practices. Any advertisement which is in violation of any law, false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited. Changing Environments, via the content management system and its respective advertising contracts, reserves the right to reject and remove any such advertisements in its sole discretion. Changing Environments retains the final right to review all content uploaded before going live. Changing Environments relinquishes all responsibility for content uploaded to SoofaTalk.

In the event that digital advertisement content does not appear to meet the standards listed herein at the sole discretion of the Licensee, the Licensee must provide written notice to Changing Environments regarding the content in question. When deemed to be in violation of community standards, non-compliant content will be removed from display as soon as administratively feasible, but in no case longer than four hours from written notice during regular business hours.



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EXHIBIT D - RESTRICTED CONTENT

- a. Pornographic, adult, obscene, indecent or mature content.
- b. Violent content.
- c. Content related to racial intolerance or advocacy against any individual, group, or organization.
- d. Excessive profanity.
- e. Hate, libelous or otherwise misleading material
- f. Illicit drugs and drug paraphernalia content.
- g. Sale of weapons or ammunition (e.g., firearms, firearm components, fighting knives, stun guns).
- h. Any other content that is illegal, promotes illegal activity, or infringes on the legal rights of others.
- i. Content or material that is religious or that constitutes hate speech, or defamatory of any individual or group.