

Citibot Subscription Agreement

This Agreement is made by and between Sheboygan, WI (“City”) and Citibot, Inc. (“Citibot”), hereinafter referred to collectively as (the “Parties”), for the services outlined herein. This agreement is dated _____.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

“**Service**” collectively refers to the Citibot City Website Chat Bot and Voice AI agent customer service platform, software and/ or services made available to the City. The features include (1) questions and result answers; (2) direct message pathway.

“**Content**” collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as “**User Content**,” and all other Content of the Service is referred to as “**Citibot Content**.”

“**Subscription**” refers to the right granted by Citibot to the City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

“**Authorized User**” refers to each employee of Subscriber, resident of Sheboygan, WI, agents and/ or contractors of the City authorized to access and use the Service and the Content.

2. **Term; Termination.**

a. **Term.** The initial term of the Subscription Agreement shall commence on the date of this Agreement’s execution by the Parties or as outlined in the pricing table and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. **Effect of Termination.** Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be invoiced

upon execution of this agreement and due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

Year 1			
One time implementation and development fees	\$5,000	Annual Subscription for custom platform for City of Sheboygan, WI	
Annual Subscription for custom platform for City of Sheboygan, WI		Web Chat w/ Multilanguage, AI Voice (10k annually)	\$18,100
Web Chat w/ Multilanguage, AI Voice (10k annually)	\$17,575	Year 2 Total	\$18,100
Year 1 Total	\$22,575		

Annual Subscription for custom platform for City of Sheboygan, WI	
Web Chat w/ Multilanguage, AI Voice (10k annually)	\$18,640
Year 3 Total	\$18,640

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff.

1. Web Chat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost.* Citibot will invoice this payment upon execution of this agreement.
2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement.
3. Voice AI Agent: *Post Installation maintenance, hosting, support, and software as a service costs.* Citibot will invoice this payment upon execution of this agreement. The package includes 10,000 minutes annually. If usage exceeds the included allotment, service will remain uninterrupted. Additional minutes are available in 2,000-minute packages for \$1,600 each.

Year 2 and 3

The pricing for Years 2 and 3 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.
5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.
6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Wisconsin.
7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Wisconsin Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Wisconsin.
8. **Additional Provision.** Non-appropriations. Notwithstanding any provision in this Agreement to the contrary, in the event that no funds or insufficient funds are appropriated by City for the next fiscal year for payments due under this Agreement, this Agreement shall terminate at the end of such fiscal year on the last day of the fiscal year

for which appropriations were received and no further services shall be provided under the Agreement. The City shall notify Citibot of non-appropriation within thirty (30) days of its occurrence.

Sheboygan, WI

Citibot, Inc.

Signed

CEO, W. Bratton Riley

Date

Date