AGREEMENT BY AND BETWEEN:

(1) This **Agreement** is made and entered into by and between **Apply4Technology, LLC,** a limited liability company registered in the State of Florida with its principal office located at 19046 Bruce B. Downs Ste. 207, Tampa, FL 33647 ("**Supplier**") and the **City of Stone Mountain,** a Georgia municipal corporation with its principal office located at 875 Main Street, Stone Mountain, GA 30083 (the "**City**"). Supplier and the City are sometimes referred to in this Agreement individually as a Party and collectively as the Parties

(2) This Agreement shall be considered made and effective as of the _____ day of _____, 202_ ("**Commencement Date**").

Background

(A) The Supplier has developed and owns the application portals FilmApp and EventApp ("**Websites**") and their underlying software platform and infrastructure which enable: (1) third parties to apply online for permission to use specific locations for film shoots, holding live events and for other purposes: (2) local authorities and other authorities responsible for those locations to manage and respond to those applications as well as accept payment online (the "**Platform**"). The Websites and Platform will be incorporated into the City's Microsite (defined below).

(B) The City wishes to access and use a customized, web-based execution version of the Platform ("**City's Microsite**") to manage and respond to film and photo permit applications by third parties ("**City's Users**") to carry out such activities at locations for which the City is responsible.

(C) The Supplier has agreed to configure and customize the City's Microsite and permit the City to use the City's Microsite, which incorporates Supplier's Websites and Platform, on the terms and conditions of this agreement (the "**Agreement**").

(D) The Supplier's application portals are a cloud-based hosted subscription service.

1. **Definitions**

   In this Agreement, the following terms will have the following meanings:

   "**City Data**" all data or other information the City (or the Supplier on the City's behalf) or City's Users input or otherwise contribute to the [City's Microsite].

   "**Confidential Information**" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (3) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

   "**Commencement Date**" the date upon which this Agreement is considered made and effective.

   "**Implementation Date**" the date hereof, as described as the date upon which the City's Microsite is available to provide Services described in Clause 4.1(a) and (b) below, but no later than sixty (60) days after the Commencement Date.

   "**Intellectual Property Rights**" all copyright and related rights, patents, rights to inventions, utility models, trademarks, service marks, trade, business and domain names, rights in trade dress or

get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, broadcast rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Services" the services described in Clause 4.1(a) and (b) below and the attached "Product and Service Description and Statement of Work" (**Exhibit A**).

"Upgrades" include any and all improvements and developments to the Websites, Platform or City Microsite, software or software infrastructure (exclusive of hardware) created using specifications developed under this Agreement.

2. **The Relationship between the City and the Supplier**

2.1 This Agreement shall commence on the Commencement Date as first written above and shall continue for four (4) years from the Commencement Date (the "**Term**"), subject to Clause 9 of this Agreement and O.C.G.A. § 36-60-13. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on the last day of the City's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of the City's fiscal year each subsequent year absent City's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current City fiscal year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Supplier until fully paid for by City.

(a) The Term may be extended for one (1) twelve (12) month period upon the written mutual agreement of the Parties.

2.2 With the exception of Clause 9.6(b) below, this Agreement, including the attachments, sets out the entire agreement between the Parties and supersedes all previous agreements or representations in relation to its subject matter. Each Party agrees that, with the exception of Clause 9.6(b) below, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty that is not set out in this Agreement.

3. **The Services**

The Supplier grants the City a world-wide, non-exclusive, non-transferable, non-sublicensable right to access and use the City's Microsite, including the Websites and Platform, for the purposes of:

3.1

(a) Without limitation, inputting, retrieving, generating and storing information and data about area locations for which the City issues permits and other logistical documents; and

(b) managing and responding to applications from City's Users. Such applications are to be submitted using the Apply4 Websites for permission to conduct activities at specific locations for the City's business.

(c) All the specific products, services and tasks covered in this Agreement are described in the attachment(s) "Service Description and Statement of Work."

3.2 For the avoidance of doubt, nothing in this Agreement permits the City or City's Users to access the City's Microsite except remotely over the internet using the Websites.

3.3 The Supplier reserves the right to modify the City's Microsite on the provision of 5 days written notice and immediately without notice for the purpose of resolving technical issues (i.e. bug fixes).

Such modifications must be discussed with City and pre-approved in writing, unless said modification involves an emergency technical modification (i.e. data breach, bug fixes, website crash, etc.).

3.4 If the Supplier is required to suspend access to the City's Microsite due to unscheduled corrective maintenance or other technical issues, the Supplier will provide a pro-rated refund to DeKalb County, a political subdivision of the State of Georgia ("DeKalb County") in respect of any fees already paid by DeKalb County for the period during which DeKalb County or the City was unable to access the City's Microsite unless: (a) access to only part of the City's Microsite was suspended, and use of the rest of the City's Microsite was still available to the City, with materially the same functionality as before such suspension; the period of such suspension lasting for no longer than seven days; (b) the City terminates this Agreement because of the City's breach pursuant to Clause 9.

4. The Parties' Obligations

4.1 Subject to the City's compliance with the terms and conditions of this Agreement, the Supplier shall provide the following services for the City:

(a) Configuration of the City's Microsite to enable City's Users to apply online for permission to use specific locations within the City's jurisdiction for film productions and for other purposes.

(b) Provision to the City and City's Users access and use of the City's Microsite via the Websites.

(c) The City acknowledges and agrees that it will not use the City's Microsite for any purpose other than the purposes and services listed in section 3.1 above.

4.2 The Supplier will provide City access to the City's Microsite using a username and password system. The City must ensure that, to the reasonable satisfaction of the Supplier, it has appropriate security measures in place to ensure that:

(a) each username and password are used only as allocated by the Supplier; and

(b) the security and confidentiality of usernames and passwords are maintained at all times and not disclosed by their respective individual users, whether to other individuals within the City's organization or to any third parties, but for authorized users.

4.3 The City agrees not to do, or attempt to do, any of the following:

(a) allow any individual to access to and / or use any portion of password protected sections of the City's Microsite, except the City's employees who are authorized to use the City's Microsite and to whom the Supplier has allocated usernames and passwords;

(b) copy, modify, adapt, publish, distribute, make available, enhance or translate the City's Microsite or any part of the City's Microsite except for the City creating informational materials about the service for the City's internal stakeholders and other municipalities interested in acquiring services from the Supplier. All materials must be reviewed and approved in writing by Supplier prior to use;

(c) sublicense the City's rights to use the City's Microsite or grant or purport to grant to the City's Users or any other third party any right in or to the City's Microsite;

(d) decompile or disassemble any portion of the Platform (which, for the avoidance of doubt, includes the City's Microsite) or the components of the Platform unless: (1) Section 50B of the Copyright, Designs and Patents Act 1988 or other applicable law confers on the City any right to decompile or disassemble any portion of the Platform or the components of the Platform; and (2) prior to such actual or attempted disassembly or decompilation, the City has notified the Supplier in writing that it requires such information as is necessary to permit it to create an independent program which can be operated with any portion of the Services or the components of the Services and the

Supplier has not provided such information within one month of the City's written request; and (3) the information so obtained is not used for any other purpose;

(e) interfere with or disrupt the operation of the Platform or access to it;

(f) restrict or inhibit the ability of any other authorized person to access or use the Platform;

(g) remove, obscure or modify any copyright, trademark, or other proprietary rights notice from the Platform;

(h) create a database by systematically downloading and storing all or any part of the Platform source code;

(i) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Services or circumvent the navigational structure or presentation of the Platform; and / or

(j) knowingly use the Platform or access to it for any purpose, and/or to upload any content or data, which:

    (i) is unlawful, harmful, threatening, harassing, defamatory, obscene, libellous, invasive of another's privacy, or infringes upon another person or entity's rights, such as another person or entity's intellectual property rights;

    (ii) involves the transmission or other making available of any computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (including, without limitation, any virus, worm, Trojan horse, Easter egg, time bomb or spyware); and / or

    (iii) involves the impersonation of any person or entity, falsely stating or otherwise misrepresenting an affiliation with any person or entity or expressing or implying that the Supplier endorses any statement the City makes.

4.4 The City ensures, to the best of its ability, all individual users of the City's Microsite will not engage in restricted activities set out in this clause 4.

5. Fees

5.1 All initial fees payable by Dekalb County to the Supplier with respect to the Services are described in the Attached "Sales Invoice / Pricing" (**Exhibit B**), exclusive of tax and any other tax, and such fees shall be due and payable in accordance with the Attachments.

5.2 Yearly subscription fees payable by DeKalb County to the Supplier with respect to the Services during the term of the Agreement as described the in the Attachment "Sales Invoice / Pricing", and such fees shall be due and payable in accordance with the Attachment.

5.3 DeKalb County will pay each valid invoice within 30 days of the date of such invoice. Should DeKalb County fail to pay such invoice within 90 days past due, the Supplier shall be entitled to charge interest (accruing daily and compounded quarterly) on the overdue amount, payable immediately on demand, from the due date to the date of actual payment, at the rate of 2% per annum above base rate

6. Ownership

6.1 The City warrants, represents and undertakes that:

(a) it owns or has a valid licence to use, and will for the duration of this Agreement own or have a valid licence to use, any and all City Data that it or the City's Users inputs or otherwise contributes to the Services, and that such use will not infringe upon the rights of any third party; and

(b)   to the extent that City can confirm, all such City Data is, and will throughout the duration of this Agreement be accurate and up to date.

6.2   The Parties further confirm and agree that:

(a)   The Supplier owns and/or its licensors own, and will at all times own, the Platform, and all Intellectual Property Rights in the Platform. With the exception of City Data, the Supplier owns and / or its licensors own, all information and other data included in or accessed by means of the Platform, or which is generated on it, and all Intellectual Property Rights in such information.

6.3   The City hereby grants the Supplier a worldwide, non-exclusive, transferable, sub licensable, perpetual, royalty-free, licence during and after the term of this Agreement to copy, modify, distribute, publish, make available or otherwise use the City Data for the following purposes only:

(a)   providing the City with access to, and use of, the City's Microsite;

(b)   if the Supplier agrees to do so, provide the City with training, maintenance telephone support, or back-up or related services in relation to access or use of the City's Microsite by City or City's Users; and

(c)   the Supplier will continue to develop and improve the Platform and its other services. Such Upgrades, developments and/or improvements to the Websites or Platform shall be provided to City without cost.

Any developments and/or improvements to the City's Microsite or Platform specifically requested by the City which are unrelated to technical issues of the Website, Platform, or Microsite will be completed at cost to the City. See attached "Product and Service Description and Statement of Work" (**Exhibit A**).

6.4   Except as otherwise granted in this Agreement, the City has no other rights to use the City's Microsite, the Platform, or any of the Supplier's Intellectual Property Rights, unless said Intellectual Property Rights are granted to City by Supplier in writing.

7   Availability, Maintenance and Support

7.1   Supplier shall be responsible for all maintenance and Upgrades to the Websites, Platform and City Microsite which may from time to time be required.

7.2   City shall be responsible for all maintenance and upgrades to the City's computer systems which may from time to time be required.

7.3   Supplier warrants that the application platform(s) will be available to be accessed by the City at least 99.5% (Uptime) of each calendar month during the Term of this Agreement.

7.3.1   Where Supplier fails to meet the Uptime Service Level then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Uptime Percentage in a full calendar month	Credit
99.5% to 100%	No proration: Uptime is met.
97% to 99.4%	5% of the monthly Subscription Fee for the Services prorated
95% to 96.9%	7% of the monthly Subscription Fee for the Services prorated

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90% to 94.9%	10% of the monthly Subscription Fee for the Services prorated
Less than 90%	100% of the monthly Subscription Fee for the Services

7.3.2 Uptime will be calculated monthly by Supplier and such calculation will be deemed binding on the parties in absence of manifest error. Uptime Availability is calculated based on the following formula:

$UA = (T - M - D) / (T - M) \times 100\%$ where UA = Uptime Availability, T = Total Monthly Minutes, M = Scheduled Maintenance Minutes and D = Downtime Minutes. When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

a. Scheduled Maintenance;

b. any City Data or unrelated City owned software

c. any unlawful, negligent or wilful act or omission by County, County's Agents, contractors or invitees or any other person; and

d. any Force Majeure event.

7.4 Unless maintenance is corrective in nature, maintenance shall only take place at scheduled times. The scheduled maintenance times under this Agreement shall be on weekends (Saturday or Sunday). Corrective maintenance shall be undertaken as and when required. The Supplier shall provide at least 24 hours' notice of any maintenance (including scheduled maintenance) which may affect the City's use of the City Microsite, Websites or Platform.

7.5 Supplier shall provide incident management or technical support to the City's employees and the City's Users, at no additional charge, from 8am EST – 8pm EST via email at support@apply4.com. Supplier will also provide the City's employees support in the form of dedicated customer service representatives who can be reached via phone (866) 419-7968 Monday through Friday from 8 am EST – 8 pm EST at no additional charge.

7.5.1 Supplier shall use all commercially reasonable efforts to meet or exceed the Service Level Standards outlined in the table below. Where Supplier fails to meet the standards then DeKalb County is entitled to claim the following prorated Service Credits against the annual Subscription Fee:

Priority Level	Description	Time to Respond	Response Credit	Time to Resolve	Resolution Credit
Priority Level 1	Mission critical city business process unable to function - FilmApp is not functioning and there is no workaround that is acceptable to the County, thereby preventing a department or workgroup from performing a mission critical business function(s).	100% responded to within 4 hours	10% of monthly Service Fees prorated	100% resolved within 24 hours	10% of monthly Service Fees prorated
Priority Level 2	Significant impact to Mission critical city business process(s) – a major problem impedes the ability to perform mission critical business	100% responded to within 8 hours	5% of monthly Service Fees prorated	100% resolved within 48 hours	5% of monthly Service Fees prorated

				100% resolved within 5 Business Days	
Priority Level 3	Not able to accomplish all functions - minor function(s) not working causing non-critical work to back up.	100% responded to within 24 hours	3% of monthly Service Fees prorated	100% resolved within 5 Business Days	3% of monthly Service Fees prorated
Priority Level 4	Inconvenience- FilmApp is causing a minor disruption in the way tasks are performed, but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent facing applications.	100% responded to within 72 hours	2% of monthly Service Fees prorated	100% resolved within 15 Business Days	2% of monthly Service Fees prorated

(First row continues text from previous page: "function(s) due to major functionality not working. A temporary workaround that is acceptable to the County is available.")

8. Applicants

While the Platform may allow the City to upload to the Website its requirements regarding film production permits, the City acknowledges and agrees that the Supplier will not be a party to, and will have no liability to, the City or any other person in respect of, such requirements.

9. Termination

9.1 The City or Supplier may terminate this Agreement upon 10 days written notice to the other in the event that the other is:

(a) in breach of any of the terms of this Agreement and such breach is incapable of being remedied;

(b) in breach of any of the terms of this Agreement and, the breach being remediable, the City fails to remedy the breach within 30 days from the date of a written request from the Supplier to do so; and/or

(c) subject to any insolvency or bankruptcy proceedings or subject to liquidation, administration or receivership, or ceases to do business, or becomes unable to pay its debts as they become due within the meaning of insolvency within the meaning of the US Bankruptcy Code.

9.2 The Supplier may terminate this Agreement for any reason upon giving written ninety (90) days' notice to the DeKalb County and the City and making payment to DeKalb County of a sum equal to such amounts (if any) paid by DeKalb County to the Supplier for any period of access to the Services following such termination so that DeKalb County and the City may find another service provider and/or extract, copy, duplicate or otherwise use the City Data stored on the Websites, Platform, and City's Microsite.

9.3 The City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date. Any payment amount paid by DeKalb County to the Supplier for any period of access to the Services following such termination shall be non-refundable.

9.4 Termination or expiration of this Agreement will not affect the Supplier's or the City's accrued rights and remedies.

9.6 On termination or expiration of this Agreement:

(a) all rights granted to the City under this Agreement, including, without limitation, the City's right to use the City's Microsite, will immediately cease; Supplier will provide City with sufficient time, not less than sixty (60) days, to download any and all materials collected on the City's Microsite, after discussion with City.

(b) the Supplier will make available all City Data in a manner requested by City and will undertake to destroy securely all data collected in accordance with this Agreement upon written instruction from the City at no charge. The Supplier shall otherwise have no obligations to the City in relation to any data, including, without limitation, City Data or the Services (including, without limitation, any obligation to host, maintain or archive any such data for the City after City downloads any and all materials collected on the City's Microsite); and

(c) the City agrees immediately to cease use of the City's Microsite and instructs its employees to do the same.

9.7 Clauses 10 (Liability), 15 (Data Protection), and 17 (Governing Law Jurisdiction & Validity) will survive the expiry or termination of this Agreement.

9.8 Supplier and City shall be allowed to suspend their obligations under this Agreement for the duration of any Force Majeure event as defined below and for a reasonable period thereafter to permit the parties to commence or recommence performance. Supplier and City shall have the right to terminate this Agreement by written notice if a suspension of service due to an event of Force Majeure exceeds three weeks.

9.9 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

10.0 Liability

10.1 It is the City's responsibility to ensure that the Platform is suitable for the City's purposes. The Supplier accepts no liability as to the suitability or fitness of the Platform in meeting the City's needs, other than the assurances provided herein. The Services shall be provided to the City in compliance with the Supplier's specifications as set forth in this Agreement and in the Services and Work Product document attached. The City also acknowledges and agrees that the operation of the City's Microsite is dependent upon the quality of the data which is input into it, but only to the extent that operation of the City's Microsite is dependent upon the quality of data, and the proper and effective functioning of the internet and other third-party equipment and services, and that the Supplier does not guarantee and will not be liable for these in any way. The Supplier accepts liability for:

    a) Death, damages, or personal injury caused by its negligence, or that of its employees or subcontractors acting in the course of their employment;

    b) Any fraudulent pre-contractual misrepresentations made by the Supplier upon which the City can be shown to have relied; and

    c) Any other liability which by law the Supplier cannot exclude.

10.2 Neither Party shall be liable to the other for any special, indirect or consequential losses or damages, profits, revenues, business, or goodwill.

10.3 The Supplier's total aggregate liability to the City under this Agreement shall not exceed $100,000.00 Supplier agrees to maintain business, errors and omissions, and cyber security insurance in amounts standard to the industry. Supplier agrees to add the City as an additional insured to these policies. The Supplier shall provide the City with copies of al insurance policies within ten (10) business days of the Commencement Date.

10.4 The Supplier shall defend City against any claim, demand, suit or proceedings made against City by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify City for any damages finally awarded against and for reasonable attorney fees incurred by City in connection with any such claim; provided that the Customer shall, as soon as reasonably practical give Supplier written notice of the claim, and the City shall give sole control of the defense and settlement of the claim to the Supplier.

10.5 Supplier covenants and agrees to take and assume all responsibility for the Services performed in connection with this Agreement. Supplier shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the Services performed in connection with this Agreement. Supplier shall defend, indemnify and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the performance of the Services, or operations by Supplier, any subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts or omissions Supplier or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Supplier or other persons employed or utilized by Supplier in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Supplier, its subcontractor, anyone directly or indirectly employed by Supplier or subcontractor or anyone for whose acts Supplier or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Contract, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

11.0 Assignment and sub-contracting

11.1 The City shall not be entitled to assign, transfer or novate its rights and / or obligations under this Agreement without the Supplier's prior written consent, which shall not be unreasonably withheld.

11.2 The City agrees that the Supplier may, without written notice, assign, transfer or novate minor obligations (i.e. Phone support, Provisioning of the Microsite) under this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and / or its sub-contractors. Any such assignment or transfer shall include the obligations contained in this Agreement. Any assignment or transfer shall not relieve Supplier of its independent obligation to provide the Services and be bound by the requirements of this Agreement. The Supplier agrees it will not otherwise assign, transfer or novate any major obligations in this Agreement to any member of its corporate group (Apply4Technology Ltd, Apply4Technology LLC (Florida)) and/or to a purchaser of all or substantially all of its business or assets without the City's prior written notification.

11.3 Supplier shall notify City immediately should it transfer hosting services or the server from its current location as identified in the attached "Apply4 Security Overview" (**Exhibit C**).

11.4   The City agrees that the Supplier may, upon prior written consent, sub-contract any of its obligations under this Agreement to a third-party supplier, always providing that such sub-contracting will not relieve the Supplier of such obligations to the City. Supplier shall provide City with the contact information for any such sub-contractor.

12.   Amendment and waiver

12.1   Any changes to this Agreement will only take effect if agreed in writing and signed by both Parties.

12.2   The waiver (which must be in writing) on a particular occasion by either Party of any rights under this Agreement does not imply that other rights are waived.

13.0   Notices

All notices which either Party is required to give to the other under this Agreement shall be in writing and shall be sent to the address for the other Party given in this Agreement, or such alternative address as such other Party may have provided to the notifying Party in writing from time to time.

City of Stone Mountain
Attn: Miglena Dimov
875 Main St,
Stone Mountain, GA 30083
mdimov@stonemountaincity.org

Apply4 Technology, LLC
19046 Bruce B. Downs Blvd., Ste. 207,
Tampa, FL 33647

14.0   Third parties

14.1   A person who is not a Party to this Agreement has no rights to enforce or enjoy the benefit of any term of this Agreement.

15.0   Data protection

15.1   This Clause is without prejudice to Clause 6. In this Clause, the terms "**data controller**", "**data processor**" and "**personal data**" will have the meanings given to them in the EU–US Privacy Shield Framework. All applicable federal, state, or local law shall apply to City and Supplier.

15.2   With the exception of registration data and / or other data provided by the City for the Supplier's own use, to the extent that the Supplier processes personal data in the course of making the Services available to the City, or otherwise pursuant to this Agreement ("**Data**"), the Supplier will do so only as a data processor acting on behalf of the City (as the data controller) and in accordance with City's instructions.

15.3   The City will at all times comply in full with the requirements of any applicable privacy and data protection laws (including, where applicable, EU–US Privacy Shield Framework and any national implementation(s) of them) to which it is subject as a data controller ("**Applicable Privacy Law**"),

to the extent that these laws do not conflict with other federal, state or local laws.

15.4   The Supplier will process Data in accordance with the City's lawful instructions under Applicable Privacy Law and will not: (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed or (ii) process the Data for its own purposes.

15.5   The Supplier will at all times: (i) process Data only for the purpose of making the Services available and in accordance with the City's lawful instructions; and (ii) not divulge the whole or any part of

the Data to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with the City's lawful instructions. The City agrees that the Supplier may process the Data to create and compile aggregated data, reports, and/or statistics about the Services the City, any group(s) the City agrees to share data with, potential Citys, and the general public, provided that such aggregated data, reports and statistics will not enable any living individual to be identified.

15.6 The Supplier will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures against accidental or unauthorised destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data. Supplier will ensure that all User payment processing information will be encrypted, and that all such data will be handled and protected in a first-class manner consistent with data security procedures in the industry.

15.7 The Supplier's standard security terms are defined in the Attachment "Security overview."

15.8 The City authorizes the Supplier to subcontract processing of Data under this Agreement to a third party provided that: (i) the Supplier provides the City with reasonable prior notice of any such subcontracting; (ii) the Supplier flows down its obligations under this Clause to protect the Data in full to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Clause; and (iii) the Supplier will remain fully liable to the City for the acts, errors and omissions of any subcontractor it appoints to process the Data.

15.9 The Supplier will at all times provide an adequate level of protection for Data that it processes on behalf of the City in accordance with the requirements of the EU–US Privacy Shield Framework and all other applicable federal, state, or local law.

15.10 The Supplier will provide all assistance reasonably required by the City (at the City's expense) to enable the City to respond to, comply with or otherwise resolve any request, question or complaint received by the City from (i) any living individual whose Data is processed by the Supplier on behalf of the City or (ii) any applicable data protection authority.

15.11 Supplier acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, and/or staff to likewise protect such confidential information. Supplier agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Supplier creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Supplier shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not. Supplier acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and Supplier further acknowledges that if Supplier submits records containing trade secret information, and if Supplier wishes to keep such records confidential, Supplier must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

16.0 Payment Card Industry Compliance

16.1 The Supplier must comply with the following requirements.

a. The Supplier must maintain compliance with the requirements of PCI-DSS, as indicated in its most current annual Self-Assessment Questionnaire - D Suppliers (SAQ-D).

b. The Supplier will perform an annual PCI compliance assessment and attest to compliance of its environment. The Supplier must perform the annual assessment against the SAQ-D version of the PCI-DSS that is valid at the time of the assessment.

c. If the Supplier becomes aware of the fact that the Supplier is no longer PCI-DSS compliant, the Supplier will immediately provide the City with the steps being taken to remediate the non-compliant status. In no event will the Supplier's notification to the City be later than five (5) calendar days after the Supplier becomes aware of that the fact that the Supplier is no longer PCI-DSS compliant.

d. The Supplier is responsible for the security of Payees PII only to the extent that the Services impact the transmission of PII to the City's payment gateway.

e. The Supplier affirms that, as of the effective date of the Agreement, the Supplier has complied with all applicable requirements of PCI-DSS and has validated the Supplier's compliance with PCI-DSS.

f. The Supplier must demonstrate current PCI-DSS compliance by providing the Supplier's most recent Attestation of Compliance ("AOC") and Accredited Scan Supplier ("ASV") scan reports. Furthermore, the Supplier must provide the AOC and ASV scan reports to the City by the effective date of the Agreement. Thereafter, the Supplier shall submit a new PCI-DSS AOC and ASV scan report annually.

g. If a breach or intrusion or otherwise unauthorized access to PII occurs in connection with the Services, the Supplier must notify the City within 24 hours to allow the proper PCI-DSS compliant breach notification process to commence.

h. The Supplier must provide appropriate payment card companies, acquiring financial institutions, and their respective designees access to the Supplier's facilities and all pertinent records to conduct a review of the Supplier's compliance with the PCI-DSS requirements.

17. Governing law, jurisdiction, and validity

17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of DeKalb County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Supplier submits to the jurisdiction and venue of such court.

17.2 If any part of this Agreement is held by a court to be invalid, unenforceable or illegal, the Parties agree that the remainder of this Agreement shall stand.

17.3 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Supplier agrees that, during performance of this Agreement, Supplier, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Supplier agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

17.4   Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Supplier is only valid to the extent allowed by Georgia law. The City shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.

17.5   Each term of this Agreement is material, and Supplier's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

(Signature Page Follows)

Signed for and on behalf of the Supplier (**Apply4 Technology, LLC**):	
Signature	....
Name	Hugh Sharma
Title	Operations Manager
Date	....

Signed for and on behalf of the City of Stone Mountain, a Georgia municipal corporation, having read and understood this Agreement:	
Signature	....
Name	Dr. Beverly Jones
Title	Mayor
Date	....

Attest: _____

      Shawn Edmondson, City Manager

EXHIBIT A
PRODUCT DESCRIPTION / STATEMENT OF WORK

apply4

Apply4 Technology

FilmApp – Product Description

Apply4 Technology, LLC
Contact: Hugh Sharma
19046 Bruce B. Downs Blvd..207, Tampa, FL. 33647
P: 866-419-7968 **email:** hugh@apply4.com

Executive overview

FilmApp is a turnkey web-based Software as a Service (SaaS) product offering. No additional hardware or City IT resources are required.

FilmApp is accessible and usable with current versions of commonly used browsers, including IE9+, Safari, Mozilla, Google Chrome, and Firefox, across most widely used operating environments. The application is responsive, so it will display correctly across desktops and laptops, tablets, and smartphones.

The FilmApp platform will be free of typographical errors and will display uploaded and custom questions / requirements correctly.

The FilmApp platform is proven and reliable. We assure less than 1% downtime. System maintenance and upgrades are never performed during business hours (8am-8pm EST Monday through Friday). Scheduled maintenance and upgrades occur during weekends.

FilmApp stores application and permit data (City Data) for a minimum of seven (7) years, during and after Agreement term. FilmApp also offers the ability for the City to download complete backups of application and permit data (City Data) to a City server in usable formats.

FilmApp front-facing questions are simi-customizable. During the provisioning process, Apply4 Technology staff will work with City staff to build a list of questions to ask applicants that integrate into the standard FilmApp workflows.

User Management
FilmApp offers permission/role-based access to users, different administrators, and interested parties

Applicant Users
- Applicant users can self-register to use the system
- Applicant users can submit film applications and see the status of each application in an individual dashboard no matter the FilmApp municipal partner they applied, allowing transparency to the approval process across the platform.

Administrative Users
- Depending on the permission level, Administrative Users can view, edit, and manage applications from the platform's back office area.

Instance Administrator
- All functionality of Admin User plus the ability to create, grant, or restrict individual Administrative user's permission levels (View only, Edit, and manage)
- Manage site settings

Public-Facing Applicant User Interface

Authority Micro-site front page
The City will have access to an editable front page where the application process can be explained. Real-time updates on current local conditions can also be listed on this page.

Supporting documents such as fee schedules and blank paper forms that are required to be filled out and submitted during the application process are available for download on this page.

The City's multiple logos/ branding can be used for the header for the micro-site front page as well as pages on the Applicant's User Interface. All Apply4 logos and branding will not appear on the applicant User Interface or output documents. The only exception to this is the "powered by- Apply4 will appear at the lower left within footer of the User Interface pages.

Applicant user registration
First-time applicant users can self-register to use the online application system.

Standard Software as a Service (SaaS) email verification is used to establish a user email ID and password.

Applicant User dashboard
Each registered Applicant has access to a permits dashboard.
The dashboard provides a summary of an individual user's information as well as application activity and status for ALL applications no matter the FilmApp municipal partner.

Currently the dashboard shows applications submitted in over 60 cities in the US and UK. A must for a mobile industry.

The dashboard opens a direct line of communication between the Applicant and the City. It allows the City to offer greater transparency into the approval process.

Account Details
General details - username, password, address.

My Applications

A strip view of all the user's applications for film shoots submitted to the City.
Users can:
- Check status of submitted all applications.
- View summary of each application
- Add additional supporting documents to applications when required.
- Request reviews when submitted applications are locked from editing.
- Edit applications that are in review or new.

Online Application process
Once logged in, applicant users will be guided through the application process where they provide information about their shoot(s) and submit this information to the jurisdiction.

Applicant User can:
1. Enter Film Shoot Location

2. Enter Film Shoot Date

3. Enter Shoot details

4. Enter Production company details

5. Upload and submit insurance details

6. Upload an unlimited amount of supporting documents (10MB limit for each document)

7. Agree to and E-sign City's (via check box) Terms and Conditions for filming

8. Submit the application along with all supporting documentation.

When submitted a "virtual workroom" is created for each production. Answers have effects in the admin back office area of the software applications

1. Proposed shoot dates are entered on a calendar (date of the shoot, not application)

2. Upload insurance docs - in an application, show whether docs are uploaded or not

   - Because proof of insurance is so vitally important for these types of activities, the system is locked from issuing a permit until it has been provided and verified by an admin user.

3. Details of traffic requirements - are printed on summary notification PDF's and permit

4. Details of police consent required – are printed on summary notification PDF's and permit

5. User uploads a document - creates a reminder asking the Admin to mark as read

Back Office Administrative User Interface

Administrator Dashboard
Administrative users navigate the dashboard to complete actionable events for all applications submitted to the City.

Account Details
Account holder general details - username, password, address.

My Applications
Each administrative user can see all applications assigned to them. All applications are categorized by status.
A strip view shows a summary of the critical information for each application.

Summary Information includes:
- Status of the application
- Date and location of the shoot
- Outstanding invoices

Administrative users can click on each application in the strip view to see more information about that application and begin the approval process.

Viewing / Processing / Approving Individual applications

- By clicking on an individual application on the "my-applications" page, the Site Administrator(s) admin user assigns "ownership" of a project.
- Administrative users can verify information submitted by an applicant,
- Administrative users can request more information or documentation from the Applicant if required.
- Administrative users can notify, consult with, and send pertinent supporting documents to select internal and external key stakeholder groups about a proposed shoot.
- Administrative users can generate invoices for usage fees.
- Payment of fees can be accepted online via payment gateway API integration.
- Administrative users can issue a permit or approval letter and sent it to the Applicant via the integrated messaging system.

1) Overview
   An overview of each application. Specific functions:
   - Shows vital information about the Applicant
   - The application is assigned to an administrative user by a Site Administrator- until this action is completed, no additional activities can take place.
   - Admin updates status of the application
   - Shows if insurance is uploaded
   - Shows log of actions on the application
   - Shows reminders (see the section on reminders)
   - Admin can create Permit/ Approval Notice on this page with the click of the mouse (i.e., PDF with permission to film sent via email to the Applicant)

2) Production Information Tab
   This section the specific information of the whole production (e.g., James Bond). It includes the company details and insurance information supplied by the Applicant.

3) Shoot Information Tab
   With a film, many individual shoots may be required. For an episode of Miami Vice as an example, A shoot on the shore of Biscayne Bay and a shoot on Miami Beach may have been required. The Shoot Section tab shows all details and requirements, including:

- Location information
- Schedule information
- Listing of all City resources required.

4) Document File Folder Tab
   All supporting documents uploaded alongside the application and all documents created by the system are stored.
   - All documents are automatically named with type and date. The page split into two tables:
     - Documents and New documents.
       New documents are all documents uploaded to the system by the user but unread by the Admin. The documents table shows all documents marked as read by the Admin.
   - Actions available.
     - Download / View
     - Add a description
     - Archive - places doc in a table "archive."
     - Replace - replaces the current document with a new one and places the old version of the document in the archive.
     - Upload a new document

5) Financial Tab
   - API integration with the City's existing credit card payment gateway allows the FilmApp to create a payment link for each invoice.
   - Administrative users can create and send invoices via email for fees. Multiple invoices can be created for a single application.
   - When an applicant makes a payment for an invoice, the invoice is marked as paid automatically in the financial section.
   - If there are any unpaid invoices for a production, the "un-paid flag" shows on the application strip-view.
   - Once all invoices for an application are paid, a paid flag will show. This allows the City verify outstanding invoices before a permit or approval is sent to the Applicant.

6) Messaging Tab
   FilmApp utilizes both Apply4 technology's email server and City's governmental email system for sending and receiving messages
   - The Apply4 Technology server sends outbound system notifications and messages.
   - Stakeholders email receives messages who then can click a link to reply within the messaging system
   - Admin users can send, receive, and consult back and forth on projects using various types of messages.
   - Messages can be sent to applicant users, internal and external stakeholders, third parties, and groups created by administrative users within the system.
   - Administrative users can attach pertinent supporting documents from each application to messages and send them to individual recipients, internal and external stakeholders, third parties, and groups.
   - When configured, The Apply4 Technology server can send a copy of all outbound notifications and message emails to a "compliance email" address (i.e. filmapp.compliance@yourCity.gov) to meet compliance requirements.

7) Activity Stream Tab
   - The activity stream is a log of all actions on each application that creates a complete audit trail.
   - Administrative users can add comments to log for phone calls, emails, offer opinions, and update conditions on a "Facebook-style" interface.
   - Order of Activity Stream = latest actions at the top.

8) Reminders Tab
   Reminders are either created manually by Administrative Users or created automatically by certain actions taken by the Applicant user or Consult email messages being sent.
   - They appear on:
     o The application strip view
     o The calendar
     o The Application overview page.

   Applicant User actions that create reminders include
   - If the user selects Police Consent required in the application.
   - If a user selects a location with notes.
   - If a user uploads a document after the application is assigned to a film officer.

Calendar
All applications are displayed on a calendar in strip-view based on the date of the shoot.
Administrative Users can select what displays on the calendar and the date range.

- The strip-view shows a summary of the critical information for each application, including status, payment details, dates, and location. The Administrative Users can click to reveal more data.
- When using both FilmApp and EventApp, the calendar can show both film shoots and events on a single calendar.
- This eliminates double booking and removes the conflict of required resources.

Standard Data Aggregation / Reports
Data from all applications are collected and aggregated in real-time. Administrative Users can manually export a CSV file with different data and different date ranges.

- Standard report downloads

  Activity report – Shoot information
  Detailed finance – Paid invoices
  Debt report - Invoices not paid
  Contacts - All contacts
  Location - All locations

Locations Database
Database of all popular/managed film locations
- When an Applicant user enters a location, it matches it with existing locations in the database after typing three or four keys.
- Each managed location will be marked on a Google Map with a pin

- New locations can be added by Applicant during the application process. Administrative Users are warned using reminders that a new location has been entered. Synonyms are used so if a user enters a wrong spelling it can be matched with an existing location.
- Locations are linked to contacts and contact groups so that when messages are sent, the linked contacts are shown in the message section.
- Fees can be associated with each location for invoice items. Reports can be generated showing fees collected for each location.
- Feedback information, seen only by Administrators, about each location can be entered and viewed each time that location is used in the future.

Contacts Database

Database of all Film and production approval/notification stakeholder contacts.
Individual contacts with an email address.

- Administrative Users can send messages to any individual contact in the database.
- An individual contact can be linked to an individual location.
- Individual contacts can be linked to every location.

Groups

- Individual contacts can be grouped e.g. Local police
- Contact groups can be linked to a location
- Groups can be linked to every location.

Instance Management

Site Administrator role(s) can change items specific to the City.

- Frontpage title
- Frontpage text
- Summary, invoice, and Permit PDF templates
- Documents available for download on the front page
- The City's specific Terms and Conditions to film that appear on the online application form as well as the Permit/ Notification Letter

EXHIBIT B
SALES ORDER / PRICING

All fees paid for by the Decide DeKalb Development Authority

EXHIBIT C
APPLY4 SECURITY OVERVIEW

Apply4 Technology Platform and Security

Last reviewed and updated: 2nd November 2023

Overview

Apply4 Technology is a software as a service (SaaS) provider for city and local governments to manage application processes. Our portfolio includes FilmApp, EventApp and WorksApp, all offering integrated solutions allowing applications to be made online simply and inexpensively. Our systems are currently used by local government authorities in the UK, USA and New Zealand, and many private companies and agencies.

We understand the importance to our clients of being able to trust our system as being reliable and secure. This document outlines the key parts of our system from that perspective. Where questions arise about our approach we are always happy to provide answers.

Hosting Environment

Our services are hosted on Amazon Web Services (AWS) infrastructure. Our US clients are hosted in AWS's US East (Ohio) data centers and our UK and New Zealand clients are hosted in AWS's EU West (London) data centers.

These AWS physical environments offer a high degree of security as described here:

https://aws.amazon.com/compliance/data-center/controls/

Our application is run within Docker containers running within Amazon's Elastic Container Service (ECS).

Files are stored in Amazon's Elastic File System (EFS) and data is stored in Amazon's Relational Database Service (RDS).

We use a variety of other AWS services including Route 53, VPC, NAT gateways and CloudWatch alarms.

Our AWS partner, Krystal Hosting Limited, provides 24x7 emergency support, three

hundred and sixty five days a year.

Data Security, Backup, and Compliance

Data Security

All information on the move between users' browsers and our systems is encrypted using Transport Layer Security (TLS) to protect it from eavesdroppers.

Data at rest in both Amazon RDS and Amazon EFS are protected using industry standard AES-256 encryption.

Data Backup and Recovery

Database snapshots are taken daily. Transaction logs keep a record of what has happened since the last snapshot. Both are retained for 35 days and, together, allow recovery to any point in time over the last 35 days.

Files in Amazon Elastic File System are backed up and retained for 35 days.

Both database and filesystem backups are stored in multiple AWS Availability Zones (independent data center locations) within the same AWS region.

Backups are encrypted using an AWS KMS customer master key (CMK).

Security Checks and Scans

We run the following automated checks and scans against our systems, applying patches in response to any issues they identify:

- Weekly automated checks for any known vulnerabilities in 3rd-party Ruby components we're using
- Quarterly PCI security scans

Policies

Contractual Privacy Protection for Customers

Apply4's employment contracts include confidentiality provisions that prohibit us from disclosing customer confidential information, including customer and end user data, except under certain narrowly defined circumstances, such as when required by law.

Apply4 Technology employees agree not to access customers' accounts, including customer data, except to maintain the service, prevent or respond to technical or service problems, at a customer's request at a customer's request in connection with a

customer support issue, or where required by law.

Code of Conduct, Confidentiality Agreements, and Information Security Policies

Every Apply4 Technology employee and contractor must follow Apply4's code of conduct, sign confidentiality agreements and follow Apply4's security policies.

Conclusion

We understand that having confidence that secure and resilient systems are in place is vital for our partners. Our goal is to ensure that Apply4 Technology's application management systems are able to fully meet your needs.

If you have any additional questions, please get in touch.