Citibot Subscription Agreement

This Agreement is made by and between Westlake, FL ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated 10/6/26.

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 Voice, Refresh, and City website chatbot customer service platform, software and/ or services made available to City. The features include (1) questions and result answers; and (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 City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

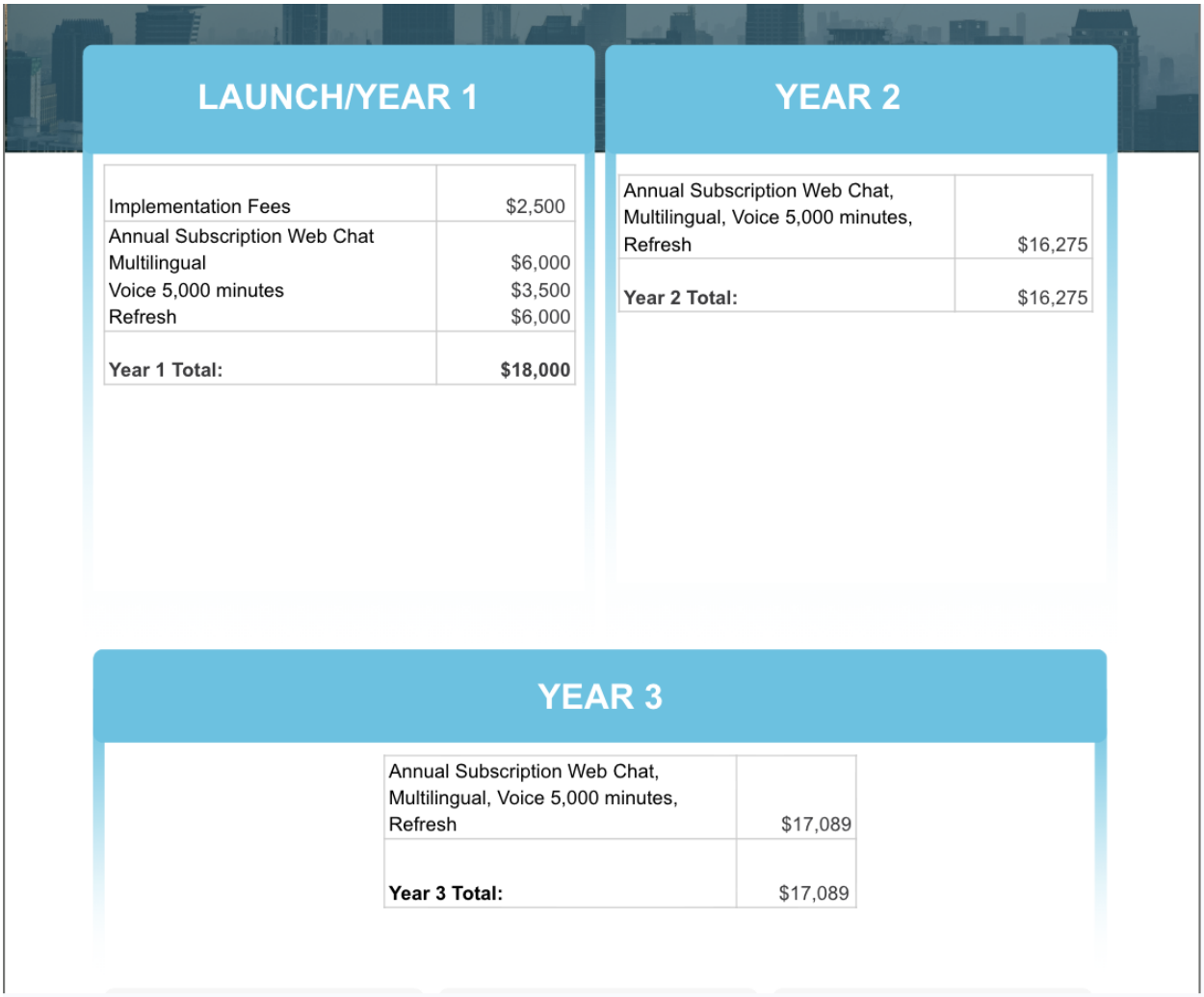
"***Authorized User***" refers to each employee of Subscriber, resident of Westlake, FL, agents and/ or contractor of City authorized to access and use the Service and the Content.

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. **<u>Installation Fee; Subscription Fee; Payment</u>**. City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.



LAUNCH/YEAR 1

Implementation Fees	$2,500
Annual Subscription Web Chat Multilingual Voice 5,000 minutes Refresh	 $6,000 $3,500 $6,000
Year 1 Total:	**$18,000**

YEAR 2

Annual Subscription Web Chat, Multilingual, Voice 5,000 minutes, Refresh	$16,275
Year 2 Total:	$16,275

YEAR 3

Annual Subscription Web Chat, Multilingual, Voice 5,000 minutes, Refresh	$17,089
Year 3 Total:	$17,089

<u>Year 1</u>

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. Voice Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment upon execution by the Parties.

2. Multi-Language Translation API: *Post Installation maintenance, hosting, support, and software as a service costs.*

3. Webchat Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

4. Refresh Annual Subscription: *Post Installation maintenance, hosting, support, and software as a service costs.*

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 Florida.

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 Florida Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Florida.

8. **Most Favored Nations.**

(a) Commitment. Citibot agrees that the pricing and material contractual terms offered to the City of Westlake, Florida ("City") under this Agreement shall be at least as favorable as the pricing and terms Citibot offers to any other municipal government customer in the United States purchasing substantially similar products and services under substantially similar conditions.

(b) Comparable Transactions. A transaction is "substantially similar" when it involves (i) the same or equivalent products or services, (ii) a comparable scope of deployment, including number of channels, modules, and service levels, (iii) a comparable contract term and payment schedule, and (iv) a municipality of comparable population or service volume.

(c) Exclusions. This section does not apply to:

1. Pilot programs, proofs of concept, or trial arrangements of twelve (12) months or less;
2. Pricing established under cooperative purchasing contracts, state contracts, or GSA schedules;
3. Pricing funded in whole or part by grants, sponsorships, or third-party subsidies;
4. Bundled arrangements where the product is sold with other products or services at a combined price;
5. One-time promotional or introductory discounts disclosed as such at the time of sale;
6. Settlements of disputes or service credits issued for performance issues.

(d) Adjustment. If, during the term of this Agreement, Citibot enters into an agreement with another municipal customer that triggers this section, Citibot shall offer the City the more favorable pricing or terms, effective from the date the City is notified or makes a written request, for the remainder of the then-current term. Adjustments apply prospectively only and do not entitle the City to retroactive refunds or credits.

(e) Verification. Upon the City's reasonable written request, no more than once per contract year, Citibot shall provide a written certification from an authorized officer confirming compliance with this section. Citibot is not required to disclose the identity of other customers or confidential terms of other agreements.

City of Westlake, FL	*Citibot, Inc.*
_____	_____
Signed	CEO, W. Bratton Riley
_____	_____
Date	Date