

## ENTERPRISE SOFTWARE AGREEMENT

This Enterprise Software Agreement (“Agreement”) is entered into as of January 26, 2021 by and between Wentworth Inc dba. CityForce, an Ohio corporation, having its principal offices at 1315 Ridge Rd, Hinckley OH 44233 (“CityForce”) and The City of Willowick, OH, with offices located at 31230 Vine St Willowick, OH 44095 (“Licensee”).

CityForce has developed a software application, offered as a Service under this Agreement, and as defined below and described in more detail in Exhibits A, B, and C.

Licensee agrees that use of any CityForce or third-party features, services, or content as may be supplied by CityForce, either in or accessible through the Service shall be subject to any applicable CityForce terms and conditions.

Licensee agrees to use the Service solely for the Purpose in accordance with the following terms and conditions:

### 1.0 Definitions

1.1 Agreement means these terms and conditions, the attached Exhibits.

1.2 Confidential Information means any information of a Party (excluding Licensee Content and Registration Data) that is designated as confidential or proprietary at the time of disclosure, or would be reasonably considered as confidential due to its nature or circumstance of disclosure.

1.3 CityForce Content means any messages or other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, music, sound, photographs, graphics and video transmitted, entered, or stored by CityForce, into and as part of the Service.

1.4 Licensee Content means all Licensee and User information or data that is input or uploaded by or on behalf of Licensee and/or Users into the Service, and shall include any messages or files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Service, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips email or other messages, metatags, domain names, software and text or other communications or other information, data, text (including but not limited to names of files, databases, directories and groups/workgroups of the same), software, sound, photographs, graphics and video transmitted, entered, or stored by any User or any other Licensee employee, contractor, assigns or representative using the Service.

1.5 Registration Data means the information provided by an authorized Licensee representative on any associated online Service registration form(s).

1.6 Seat means the license for a User’s access to the Service on a monthly basis in accordance with the terms of this Agreement and subject to Licensee’s payment of the applicable Fees.

1.7 Service means the CityForce product or application, including any modifications or updates thereto if and as made generally available by CityForce, and as described in more detail in Exhibit A.

1.8 “SLA” has the meaning set forth in Section 2.5 below.

1.9 “SLA Default” has the meaning set forth in the SLA.

1.10 “Technical Support” has the meaning set forth in Section 2.3.2 below.

1.11 User means those individual employees or contractors of Licensee whom Licensee shall allow to use the Service in accordance with this Agreement.

## **2. License Grant; CityForce Obligations; Restrictions**

### **2.1 License Grant by CityForce.**

(a) Subject to the terms of the Agreement and Licensee’s payment of the applicable Fees (including the required Fees per User), CityForce grants Licensee a limited, non-exclusive, non-transferable, revocable license during the Term to access and use (and to permit its Users to access and use, subject to the number of Seats for which Licensee has paid the required Fees) the Service for Licensee’s own business purposes, but not otherwise, and solely for use within the United States, subject to the terms and conditions of this Agreement and in accordance with the pricing and payment terms set forth below. In addition, except as otherwise expressly agreed to in writing by CityForce, the foregoing license is limited solely to use by the number of Seats for which Licensee has paid the applicable Fees stated below.

(b) Licensee hereby assumes full responsibility for all use by the Users and shall be solely responsible for ensuring that the Users comply with the terms of this Agreement, including but not limited to the confidentiality and scope of use obligations and the license grant restrictions set forth below.

(c) All rights not expressly granted to Licensee herein are reserved by CityForce and its licensors. Licensee agrees that the Services, including related materials or documentation, and any other information identified by CityForce as confidential or proprietary are "CityForce Confidential Information."

2.2 License Grant by Licensee. Licensee grants to CityForce, and CityForce accepts from Licensee, a limited, non-transferable, non-exclusive, worldwide and royalty free license, for the term of this Agreement, to access, store, copy, display, use and transmit on and via the Internet and the Service the Licensee Content.

### **2.3 CityForce Obligations.**

2.3.1 Hosted Service. CityForce will make available to Licensee, or shall engage a third party to make available to Licensee on CityForce’s behalf, hosted access to the Service. The Service shall be installed and hosted at CityForce’s data centers(s) and/or at such third party data center(s), as CityForce may elect from time to time, and the Service shall be made available through the Internet for use by Licensee in accordance with the terms of this Agreement. CityForce shall be responsible, at its expense, for procuring and maintaining such data center, or such third party hosting services during the Term. In addition, during the Term, CityForce shall provide Licensee with training on the Service for a period not to exceed eight (8) person hours or such other duration as mutually agreed by the parties.

2.3.2 Technical Support. During the Term, any reasonable technical support that may be provided by CityForce shall be as described in the SLA (“Technical Support”) and subject to Licensee’s payment of the applicable Fees.

2.3.3 Communications Choices. CityForce may be required by law to send Licensee communications about the Service or third party products. Licensee agrees that CityForce may send such communications to Licensee via email.

2.4 Restrictions. Licensee agrees (on behalf of itself and its Users) not to disclose to, sell to, make any copies of, resell, rent or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service, or allow any third party to access or use the Service in whole or in part, except as expressly allowed under the terms of this Agreement. This Agreement does not authorize Licensee to make any modifications to or adaptations of any part or whole of the Service and any such modification or adaptation is expressly prohibited. Licensee agrees not to decompile, disassemble, or otherwise reverse engineer the Service. Such restrictions do not apply to Licensee Content placed on the Service, if any. Licensee agrees not to access the Service by any means other than through the interface that is provided by CityForce for use in accessing the Service, and further agrees not to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents, or programs, on the Service. Licensee may not access or use the Service for purposes of monitoring Service availability, Service performance or functionality, or for any benchmarking, or competitive purpose.

2.5 Service Level Agreement. All matters concerning availability of the Service, data backup, Technical Support and related concepts are addressed in the Service Level Agreement (“SLA”) set forth under Exhibit B. The SLA shall govern the Service. To the extent, if any, that CityForce commits a SLA Default (as defined in the SLA), then Licensee shall be entitled to exercise its termination right pursuant to Section 12.2.2(b) below.

### **3. Licensee Obligations**

3.1 Compliance with Law. Licensee is responsible for all activities conducted within User accounts in use of the Service. Licensee shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the Service, including all those related to data privacy and the transmission of technical or personal data. Licensee shall ensure that all Licensee Content does not violate any laws or regulations or infringe any intellectual property, privacy, publicity or other proprietary right of any person.

3.2 Registration. Licensee agrees to (i) provide true, accurate, current and complete Registration Data, as applicable, and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If Licensee provides any information that is untrue, inaccurate, not current or incomplete, or CityForce has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CityForce may suspend or terminate Licensee’s account and refuse any and all current or future use of the Service (or any portion thereof).

3.3 Password(s). Licensee agrees it and its Users shall securely manage its password(s) for access to the Service. Licensee agrees it shall notify CityForce immediately in the event of any unauthorized access or use of the Service, or of any password or account, or any other known or suspected breach of security in connection with the Service.

3.4 Copies; Distribution. Licensee agrees it shall (i) notify CityForce immediately in the event of any known or suspected attempt to copy or distribute the Service, and (ii) use reasonable efforts to stop such attempted copying or distribution.

3.5 False Information. Licensee agrees (i) it shall not, and shall cause its employees and contractors to not, impersonate any other User of the Service or provide false identity information in order to gain access to or to use the Service; and (ii) in the event that Licensee becomes aware of or suspects such impersonation or use of false information to gain access to or use the Service, Licensee (a) shall immediately notify CityForce of such actions and (b) shall use reasonable efforts to stop such improper access to or use of the Service.

3.6 Updates. CityForce may update the Service periodically with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Service. Licensee agrees to receive such updates automatically as part of the Service.

#### **4. Confidentiality**

4.1 All CityForce Confidential Information, the Service, and any materials furnished to Licensee by CityForce and any information or materials which are designated in writing to be the property of CityForce shall remain the sole property of CityForce. Any information related to CityForce, or its business activities (including, but not limited to, all pricing, rates, fee schedules and CityForce Content, if any), that is made available to, received, observed or otherwise obtained by Licensee in connection with this Agreement shall be treated by Licensee as CityForce Confidential Information and shall not be used, disclosed or further disseminated by Licensee. Licensee agrees that any unauthorized disclosure of the CityForce Confidential Information would cause irreparable harm to CityForce, and that in the event of any breach or threatened breach of the confidentiality obligations, CityForce shall be entitled to seek equitable relief in addition to any other remedy.

4.2 To the extent that Licensee provides any information to CityForce, arising from Licensee's use of the Service, Licensee warrants that (i) Licensee is providing only Licensee's own information or the information of others which Licensee is authorized to provide on their behalf to third parties; and (ii) the use of such information by CityForce will not infringe or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

4.3 Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the execution date of this Agreement; (ii) become generally known to the public after the execution date, other than as a result of the act or omission of the receiving party; (iii) were rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iv) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (v) are independently developed by the receiving party.

4.4 Either Party may disclose or report Confidential Information in limited circumstances where such Party believes, in good faith, that disclosure is required under the law. For example, CityForce may be required to disclose Confidential Information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request.

#### 4.5 Screening, Removal & Risk of Licensee Content.

4.5.1 CityForce does not pre-screen Licensee Content, but CityForce and its designees, contractors or subsidiaries shall have the right (but not the obligation) in their sole discretion to refuse or to remove any Licensee Content that is available via the Service. Without limiting the foregoing, and without notice, CityForce and its designees shall have the right to remove any Content that is deemed objectionable by CityForce in its sole discretion. Unless the Licensee Content is illegal material or represents, in CityForce's reasonable discretion, inappropriate or objectionable content, CityForce will make commercially reasonable efforts to notify Licensee prior to such removal. Any Licensee Content removed under this Section 4 will be stored by CityForce for a reasonable period of time and CityForce will provide Licensee with prompt notice of such removal and the reasons therefore.

4.5.2 Licensee shall evaluate and bear all risks associated with the use of any Licensee Content including any reliance on the accuracy, completeness, or usefulness of such Licensee Content.

### 5. **Intellectual Property Ownership.**

5.1 The Service. CityForce owns all right, title and interest, including all intellectual property rights, in and to the Service and its technology. Licensee acknowledges and agrees that Licensee may be providing and submitting feedback, suggestions and ideas ("Feedback") relating to the features and functionality of the Service to CityForce which CityForce may use in future modifications and/or subsequent versions of the Service, if any, multimedia works and/or advertising and promotional materials relating thereto. Licensee hereby assigns to CityForce a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use, modify, create derivative works from, distribute, display and otherwise exploit any information it provides to CityForce in the Feedback. Notwithstanding the foregoing sentence, the parties agree that nothing in this Agreement is intended to assign or transfer to a party, nor will have the effect of assigning or transferring to a party, any Licensee Confidential Information, any right to any existing copyright, patent, trade secret, moral right, or any other existing intellectual property right of the other party.

5.2 CityForce Name and Logo. CityForce's name and logo and all CityForce product and services names, including the name of the Service and any product or service associated with it, are trademarks of CityForce or its licensors, and no right or license to use such materials is granted in this Agreement.

5.3 CityForce Content. Licensee acknowledges and agrees that any and all CityForce Content, including copyrights, trademarks, database rights and other intellectual property contained in such CityForce Content are owned by CityForce. Any access to CityForce Content which Licensee may have is only incidental to Licensee's access to the Service in a manner that is in accordance with the license set forth in Section 2 above, and is therefore subject to the terms of the Agreement. Licensee does not obtain any right, title or interest in any CityForce Content.

5.4 Limited Use of Licensee Marks. Licensee grants CityForce the right to use Licensee's name and logo in connection with marketing collateral produced for publicity about the Service. CityForce agrees to provide to Licensee such marketing collateral for Licensee's review and approval prior to release by CityForce.

5.5 Reservation of Rights. Except for the license expressly granted in this Agreement, CityForce grants no other rights, licenses or privileges to Licensee. No implied licenses are granted by CityForce with respect to any intellectual property owned or controlled by CityForce.

## 6. Fees and Payment.

6.1 Fees. Licensee shall pay all fees in accordance with the pricing and invoicing terms as stated in Exhibit A (collectively, the “Fees”), attached hereto and incorporated herein by reference. All payment obligations are non-cancelable and all Fees and other amounts paid are nonrefundable, in whole or in part, regardless of any SLA Default or whether the Service is suspended, cancelled, or transferred prior to the end of any current Term of the Agreement. Licensee is responsible for payment of all Fees regardless of whether its Users actually access or use the Service. The number of Seats may be increased or decreased following execution of this Agreement by the true-up mechanism described in Exhibit A and/or otherwise by written amendment and, in all cases, by payment of the applicable Fees. Any such additional Seats shall be coterminous with the then-current license Term, and payment for such additional Seats is required to be made in full and in advance before any such additional Users are permitted access to or use of the Service. After the Initial Term, CityForce reserves the right to modify its pricing and Fees annually, in its sole discretion upon notice to Licensee.

Licensee may advise users but may not encourage, persuade, or compel users to avoid paying fees associated with the CONNECT module by alternative means of payment, including but not limited to in-person payment or other online payment systems. Licensee must use commercially reasonable efforts to maintain its users current email accounts in IMPACT for use by CityForce in its efforts to increase utilization of the CONNECT module. These efforts may include, but are not limited to, email notifications of available CONNECT services

6.2 Expenses and Costs. In addition to any Fees owed pursuant to this Agreement, Licensee shall reimburse CityForce for travel related expenses, if any.

6.3 Taxes. All fees and costs payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Licensee will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes), if any, associated with this Agreement or Licensee’s receipt or use of the Service, except for taxes based on CityForce’s net income. In the event that CityForce is required to collect or pay any tax for which Licensee is responsible, Licensee will pay such tax directly to CityForce. If Licensee pays any withholding taxes that are required to be paid under applicable law, Licensee will furnish CityForce with written documentation of all such tax payments, including receipts.

6.4 Payment. CityForce shall bill all Fees in advance, 30 days prior to renewal, once per annum. Licensee shall pay CityForce all expenses within thirty (30) days of the date of CityForce’s invoice. If Licensee fails to timely pay any amount due under this Agreement, whether by acceleration or otherwise, Licensee, upon demand, shall pay, in addition, interest at the rate of two percent (2%) per month, but not to exceed the maximum allowed by law, on such delinquent amount from the due date thereof until the date of payment. All payments must be sent to: CityForce, PO Box 283, Hinckley, OH 44233, or such other location designated by CityForce. Without limiting the foregoing, if Licensee fails to pay any amount when due, CityForce reserves the right, with written notice of 15 days, to suspend all or part of Licensee’s (and its Users’) access to the Service and Licensee Content and any related technical support and training, terminate the

Service and any related technical support and training, and/or terminate this Agreement. Licensee may withhold, set-off or delay payment due to CityForce's failure to meet SLA's, as described in Exhibit B.

## **7. Representations and Warranties; Warranty Disclaimer.**

7.1 Each party to this Agreement represents and warrants that: (i) it has the legal authority to enter into and perform in connection with this Agreement; and (ii) it shall comply with all laws and regulations applicable to the performance of its obligations hereunder and shall obtain all applicable permits and licenses required of it in connection with its obligations hereunder.

7.2 CityForce represents and warrants that: it owns the Services or otherwise has the rights to grant the licenses granted to Licensee hereunder; and will exercise reasonable efforts to avoid the introduction of code that is known to disrupt, damage or interfere with any Licensee use or Licensee's computer and communications facilities or equipment ("Harmful Code"). "Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

7.3 Licensee represents and warrants that: (i) it and its Users will not violate the license terms or restrictions for the Service, (ii) it will not resell use of or access to the Service, (iii) it owns or controls the Licensee Content and has the right to exercise and grant any rights with respect thereto, (iv) all information provided in connection with Licensee's registration is accurate and reliable, (v) it will be responsible for its own backup and storage of Licensee Content that is maintained outside of the Service, and (vi) it and its Users will not introduce any Licensee Content or other material that violates any law, right of any person or the terms of the Agreement.

7.4 LICENSEE'S ACCESS TO AND USE OF THE SERVICE IS AT LICENSEE'S AND ITS USERS' SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CITYFORCE AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET LICENSEE'S REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE TIMELY, ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY LICENSEE THROUGH THE SERVICE WILL MEET LICENSEE'S EXPECTATIONS. WHILE CITYFORCE WILL USE COMMERCIALY REASONABLE EFFORTS TO PREVENT UNAUTHORIZED ACCESS TO DATA ENTERED INTO "RESTRICTED FIELDS" (DEFINED FOR PURPOSES OF THIS AGREEMENT AS FIELDS ACCESSIBLE ONLY VIA LICENSEE-ENABLED AND CONTROLLED PERMISSIONS) WITHIN THE SERVICE, CITYFORCE AND ITS SUPPLIERS MAKE NO WARRANTY THAT SUCH RESTRICTED FIELDS WILL BE SECURE AGAINST SUCH UNAUTHORIZED ACCESS OR OTHER SECURITY BREACHES. CITYFORCE AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. CITYFORCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT LICENSEE'S USE OF THE SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT LICENSEE'S OWN DISCRETION AND RISK AND LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM CITYFORCE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

THE SERVICE MAY BE SUBJECT TO DELAYS, FAILURES, LIMITATIONS, AND OTHER PROBLEMS CONNECTED WITH USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CITYFORCE IS NOT RESPONSIBLE FOR, AND SHALL NOT BE LIABLE FOR, ANY SUCH DELAYS, FAILURES OR DAMAGE RESULTING THEREFROM.

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**9. Limitation of Liability.** CITYFORCE AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CITYFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

CITYFORCE WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) LICENSEE ACCESSES THROUGH THIS SERVICE; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS UTILIZED IN THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN; OR (e) EVENTS BEYOND CITYFORCE'S REASONABLE CONTROL.

IN NO EVENT SHALL CITYFORCE'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY LICENSEE TO CITYFORCE FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO THE FEES PAID TO CITYFORCE BY LICENSEE DURING THE SIX (6) MONTHS PRECEDING THE OCCURRENCE RESULTING IN SUCH LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.



THE PARTIES AGREE THAT THE FOREGOING PROVISIONS REPRESENT A FAIR AND EQUITABLE ALLOCATION OF RISK WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

**10. Service Modifications.** CityForce reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice and without altering the material functionality of the Service. Such modifications would be made to correct errors, improve performance, etc. In the event CityForce reasonably believes that any such modification could adversely affect all then-current licensees of the Service then CityForce will inform Licensee of such planned modification in advance and make such modification in a manner to minimize any such adverse effect. Should CityForce choose to permanently discontinue the Service, CityForce (i) will exercise its right to terminate this Agreement for convenience pursuant to Section 12.2.3 below, and (ii) will post notification of such decision on the Service web site thirty (30) days prior to such discontinuance. CityForce will not be liable to Licensee or to any User or third party for any modification, suspension or discontinuance of the Service, or for any resulting loss or destruction of any Licensee Content that Licensee placed on the Service after the date of such notice. CityForce may specify in writing from time to time the version(s) of related products required in order to use the Service (e.g., supported browser versions etc.).

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**12. Term, Termination & Post Termination.**

12.1 Term. The “Initial Term” of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, following which the Agreement shall automatically renew for additional one (1)-year periods (“Renewal Term”), unless earlier terminated by either party pursuant to this Section 12, or as otherwise set forth in any Exhibit or Schedule under this Agreement.

12.2 Termination by Either Party.

12.2.1 Termination for Cause. (a) Either party may terminate this Agreement upon thirty (30) days’ written notice if the other party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching party. (b) In addition, Licensee may terminate this Agreement for cause upon thirty (30) days’ written notice to CityForce in the event of failure to cure an SLA Default (as defined in the SLA, Exhibit B) within ten (10) business days.

12.2.3 Termination for Convenience. Either party may terminate this Agreement for any or no reason, after the initial term, upon thirty (30) days written notice to the other party subject to Section 12.5 and Licensee’s fulfillment of its payment obligations through the end of the then-current Term.

12.3 Suspension. CityForce may, in its sole discretion, suspend or terminate Licensee’s account and/or deny access to, use of, or submission of Licensee Content for, all or part of the Service, without liability, obligation, notice or otherwise, if Licensee engages in any conduct that CityForce reasonably believes: (i) violates any provision of this Agreement or any law, (ii) violates the rights of CityForce or third parties, or (iii) is otherwise inappropriate for continued access and use of the Service. In addition, CityForce reserves the right to terminate any account if that account has been inactive for greater than three hundred and sixty-five (365) days. Lastly, CityForce reserves the right to suspend or terminate Licensee’s account and/or deny access to, use

of, or submission of Licensee Content for, all or part of the Service, without liability, obligation, notice or otherwise, pursuant to Section 6.4 above.

**12.4 Responsibilities Upon Termination.** Upon any termination of this Agreement, and without limiting any other provision hereof: (i) all of CityForce's obligations to host and otherwise provide access to the Licensed Software and the Service shall fully and finally cease and CityForce shall have no further obligations in that respect after the 30-day transition period that begins on the day notice is given, (ii) each party shall destroy the other party's Confidential Information, or return it at the other party's request and expense; (iii) Licensee shall pay to CityForce all unpaid Fees and expenses due CityForce; (iv) any and all licenses granted under this Agreement shall immediately and automatically terminate; (v) Licensee shall (and shall require its Users to) cease use of and access to the Service after the 30-day transition period; (vi) except in the event of insolvency of Licensee, Licensee shall, at CityForce's election, either promptly return to CityForce or destroy all Confidential Information, copies of any software, or third party software, if any, and all other materials, whether tangible or intangible, furnished by CityForce pursuant to this Agreement, (viii) Licensee will pay all such amounts due CityForce in full, (ix) during the 30-day transition period CityForce will furnish Licensee with a Microsoft Excel spreadsheet (or other applicable Microsoft Office product) containing that portion of Licensee Content that existed in the Service at the time notice was given, and (x) subject to item (ix) above CityForce shall not be liable to Licensee, its Users or any third party for any suspension or termination of access to the Service. Notwithstanding the foregoing, if CityForce terminates this Agreement for convenience pursuant to Section 12.2.3, Licensee shall only be responsible for the payment of any and all Fees and expenses due through the effective date of such termination.

**12.5 Survival.** The provisions of Sections 1 ("Definitions"), 2.4 ("Restrictions"), 4 ("Confidentiality; Licensee Content; Disposition of Licensee Content upon Termination"), 5 ("Intellectual Property Ownership"), 6 ("Fees, Invoicing and Payment"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Indemnification"), 9 ("Limitation of Liability"), 10 ("Service Modifications"), 12.4 ("Responsibilities Upon Termination"), this Section 12.5 ("Survival"), 14 ("General Provisions"), and any exhibit, addenda or attachment that, by its nature, survives termination, shall survive any termination or expiration of this Agreement.

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### **14. General Provisions.**

**14.1 Choice of Law.** This Agreement shall be governed in all respects by the internal laws of the State of Ohio excluding its conflicts or choice of law provisions and Licensee agrees to submit to personal jurisdiction in the State of Ohio, County of Medina.

**14.2 Notices.** Notices between the parties shall be by personal delivery, overnight delivery, facsimile transmission, or certified or registered mail, return receipt requested, and shall be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail. Addresses used shall be the ones set forth herein or such other address as a party hereto shall notify the other in writing. If the notice is to CityForce, it shall be sent to the attention of the CityForce Legal Department, Attention General Counsel.

**14.3 Severability.** In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a mutually-agreeable valid provision which most closely approximates the intent of the invalid provision.

14.4 Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

14.5 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (including Users). Only the parties to this Agreement may enforce it.

14.6 Assignment. Licensee may assign, sublicense, delegate or transfer all or any portion of its rights or responsibilities under this Agreement by operation of law or otherwise to any subsidiaries or affiliates thereof, or to any other party in connection with a sale of this business. Any assignment of this Agreement by Licensee in connection with a sale of its business shall relieve Licensee from any further liability hereunder. CityForce may assign, sublicense, delegate or transfer all or any portion of its rights or responsibilities under this Agreement by operation of law or otherwise to any subsidiaries or affiliates thereof, or to any other party in connection with a sale of this business. Any assignment of this Agreement by CityForce in connection with a sale of this business shall relieve CityForce from any further liability hereunder. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

14.7 Relationship. Each party hereto is an independent contractor, and neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other. This Agreement sets forth CityForce's entire liability and Licensee's exclusive remedies relating to this Agreement and the Service provided to Licensee under this Agreement. Licensee's use of any third party's services or content accessed through the Service shall be governed by any agreement entered into between Licensee and such third party, and CityForce shall have no liability relating thereto.

14.8 Force Majeure. Neither party shall be liable to the other for a failure or delay in its performance of any of its obligations under this Agreement (except for the payment of amounts due hereunder) to the extent that such failure or delay is caused by circumstances beyond its reasonable control or by events such as fire, riot, flood, labor disputes, natural disaster, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control, provided that the non-performing party gives notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible, and provided further, that either party may terminate this Agreement upon delivery of written notice to the other party if such condition continues for a period in excess of sixty (60) days.

14.9 Export Restrictions. Licensee acknowledges and agrees that the Services are based on licensed software that is subject to restrictions and controls imposed by the Export Administration Act of 1979, as amended, and the Export Administration Regulations there under ("the Acts"). Licensee agrees and certifies that neither the licensed software nor any direct product thereof, including the Services, is being or will be used for any purpose prohibited by the Acts. Licensee further agrees and certifies that neither the licensed software nor any direct product thereof, including the Services, will be exported to (i) the following countries which are currently subject to U.S. trade embargoes: Cuba, Iran, Libya, North Korea, Sudan and Syria or (ii) persons or entities on the U.S. "Denied Persons List", "Specially Designated Nationals List" and "Entities List". In addition, Licensee certifies that Licensee is not a citizen or permanent resident of any of the above listed countries and that Licensee is not on the U.S., "Denied Persons List", "Specially Designated Nationals List" or the "Entities List".

14.10 Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement. A signature transmitted via facsimile or scanned original shall be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement. Each party represents that the person signing this Agreement on its behalf has the requisite legal authority to bind the party on whose behalf he/she is signing.

14.11 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. The relationship between the parties will be governed by this Agreement.

14.12 Authority. The individual executing this Agreement on behalf of each Party represents and warrants that s/he is authorized to execute this Agreement on behalf of such respective Party and bind the party on whose behalf s/he is signing.

14.13 Waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.

**AGREED TO AND ACCEPTED BY:**

**CITYFORCE**

\_\_\_\_\_  
SIGNATURE  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_ (LICENSEE)

\_\_\_\_\_  
SIGNATURE  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A**

### **Fees**

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

1. **One-time Set-up Fee:** Waived
2. **License Grants:**
  - a. **IMPACT City Seats:** 1
  - b. **IMPACT User Seats:** 5
  - c. **IMPACT Read Only Seats:** 0
  - d. **INSPECT User Seats:** 2
  - e. **CONNECT User Seats:** Unlimited
3. **License Fees:**
  - a. **IMPACT City Fees:** \$588 per year
  - b. **IMPACT User Fees:** \$4,272
  - c. **IMPACT Read Only Fees:** \$0
  - d. **INSPECT User Fees:** \$420
  - e. **IMPACT Data Fees:** \$120
    - i. Actual usage rounded up to the next GB
  - f. **CONNECT City Fees:** \$0
4. **Custom Work Fees:**
  - a. **Hourly Fees:** \$135.00 per hour
5. **Other Fees:**
  - a. **CONNECT Fees** will be collected directly from users at the time of their operation or transaction.
6. **Invoicing Schedule.** Fees are invoiced annually in advance during the Term.
7. **Changing User Seats.** Number of user seats can be increased at any time upon notice to CityForce. The next annual calculation will be adjusted to include additional seats. Number of user seats can be decreased at any time upon notice to CityForce.
8. **Connect Disbursements.** Connect Portal Disbursements will be distributed via ACH Transfer semi-monthly (2 x per month on the first business day following the 1st of the month and the first business day following the 15<sup>th</sup> of the month) with a corresponding email attachment detailing each transaction. Any chargebacks will be deducted from the subsequent disbursement.

9. **Connect Processing Fees.** Connect Portal Payments will have processing and convenience fees added and charged to the customer at the time of payment. Fees consist of pass-through credit card processing rates (currently \$0.15 plus 2.8% of total, subject to change) and a tiered convenience fee as shown on the following schedule.

Charge Amount	Convenience Fee
\$0.00 - \$99.99	\$2.00
\$100.00 - \$149.99	\$3.00
\$150.00 - \$199.99	\$4.00
\$200.00 - \$299.99	\$5.00
\$300.00 - \$499.99	\$7.50
\$500.00 - \$749.99	\$10.00
\$750.00 - \$999.99	\$15.00
\$1000.00 - \$1499.99	\$20.00
\$1500.00 - \$2999.99	\$25.00
\$3000.00 - \$4999.99	\$30.00
\$5000.00 - \$9999.99	\$40.00
\$10000.00 - \$999999.99	\$50.00

## **Exhibit B**

### **Service Level Agreement (SLA)**

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

#### **1. DEFINITIONS**

##### **THE FOLLOWING DEFINITIONS APPLY TO THIS SLA:**

- 1.1 Emergency Maintenance means maintenance required as a result of conditions beyond CityForce's reasonable control. Emergency maintenance may occur at any time, as CityForce deems necessary.
- 1.2 Outage means the period (measured in minutes) during which Availability is lower than the applicable service level as defined in Section 2 below, (excluding any Permitted Outage as defined herein). In the event of an Outage, the CityForce Customer Service team shall provide notice to Licensee in a timely manner and shall use commercially reasonable efforts to remedy such Outage.
- 1.3 Permitted Outage means any Outage which is caused by one or more of the following:
  - (a) Activities which Licensee directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including third party carriers or other vendors), or a force majeure event, as described in the Agreement;
  - (b) Periods of Scheduled Maintenance or Emergency Maintenance activities which result in an Outage;
  - (c) Licensee-provided content or programming errors including, but not limited to, content installation and integration;
  - (d) System administration, commands, file transfers performed by Licensee's representatives;
  - (e) Work performed at Licensee's request (for example, additional technical assistance);
  - (f) Lack of availability or untimely response time from Licensee to respond to incidents that require its participation for source identification and/or resolution, including meeting "Company name" responsibilities for any prerequisite services;
  - (g) Licensee's breach of its material obligations under the Agreement;
  - (h) Licensee's performance of any, technical security integrity review, penetration test, or vulnerability scan;
  - (i) An event to which CityForce reasonably believes to the best of its knowledge and experience that there is no alternative but to cause an Outage in order to resolve an issue, if time is of the essence and the appropriate Licensee individuals are not contactable, CityForce may cause the Outage. Any such Outage shall be for as short a time as possible and shall be kept as localized as possible. CityForce shall inform Licensee as soon as is reasonably practicable of such Outage; and/or
  - (j) a force majeure event.
- 1.4 "Scheduled Maintenance" means the period of time during which CityForce performs scheduled maintenance, making reasonably commercial efforts to schedule related outages for essential maintenance and updating which will occur on weekends and/or off-hours and shall not be planned to occur more than twelve (12) times during a calendar year. CityForce will make reasonable efforts to provide at least one (1) day's advance notice for standard

maintenance, and thirty (30) minutes advance notice for Emergency Maintenance. CityForce reserves the right to extend or change the time periods of the Scheduled Maintenance.

## **2. SERVICE LEVEL AVAILABILITY**

CityForce will use reasonable commercial efforts to ensure that the Service will meet or exceed the “Availability”, defined as meaning that the network will be available ninety-nine percent (99.0%) percent of the time, seven (7) days a week, twenty-four (24) hours per day, as calculated at the end of a rolling three (3)-month period. Availability shall exclude, and CityForce shall not be responsible for, any Outage which occurs as a result of a Permitted Outage. Failure to meet SLA’s will result in a 15% discount on the next quarter’s bill.

## **3. DATA BACKUP**

CityForce will use reasonable commercial efforts to ensure that the Service will back up database information to an offsite location every twenty-four (24) hours. Data will be stored on back-up servers for a maximum of thirty (30) days.

## **4. REPORTS**

If, at the end of each calendar quarter, the average Availability percentage for that preceding quarter is less than 99.0%, CityForce shall measure and report its performance of up-time, with and without Scheduled Maintenance, for such calendar quarter.

## **5. NOTICES**

Notifications required of CityForce hereunder will be made available to Licensee via a website designated and provided by Licensee.

## **6. SLA DEFAULT**

A “SLA Default” means three (3) Outages (excluding Permitted Outages) caused by separate, unrelated events during a consecutive two (2) month periods, or failure to meet the quarterly up-time requirements.

## **7. TECHNICAL SUPPORT**

Send technical support requests to [support@cityforceinc.com](mailto:support@cityforceinc.com)

Monday through Friday: 8am - 5pm Eastern time

(Excluding weekends and Federal Holidays)

Requests will be responded to by the end of the next business day.



## **Exhibit C**

### **Service Description**

This Exhibit is incorporated into and made a part of the Agreement to which it is attached. Capitalized terms used and not defined herein shall have the meanings given such terms in the Agreement.

The description of software functionality is as follows:

#### **1. On-boarding**

- a. Onboarding package includes standard data migration from CitySphere system to CityForce.
- b. Adjustments to standard packages to be noted here:
  - i. No adjustments

#### **2. IMPACT Module**

- a. A web-based application designed to maintain and manage: Parcels, Contractors, Permits, Permit Inspections, Complaints, Program Inspections, Owner, and Tenant information, contained within a relational database
  - i. Program Inspections include rental inspections, point of sale (or vacant property) inspections, business maintenance (or business occupancy) inspections, complaint inspections, and door-to-door inspections
- b. Workflows or statuses are designed into the system to allow for work processes to take place
- c. Access to the database is provided through web interfaces
- d. Report functionality is provided to allow for data extraction
- e. User management and maintenance interfaces are provided to allow for a user-self-service environment
  - i. CityForce can manage this for the Licensee for the Custom Work Fee, described in Exhibit A

#### **3. INSPECT Module**

- a. An application developed for mobile devices (i.e. tablets and mobile phones based on the Apple and Android operating systems) and optimized for tablets
- b. Allows for inspection information capture in the field, including pictures, whether connected to the internet or not
  - i. Synchronizes to IMPACT system when connected to a cell-data or wifi network
  - ii. Maximum number of inspections and pictures without synchronizing is dependent upon the device being used, not the INSPECT application

#### **4. CONNECT Module**

- a. A web-based application, designed for customers of the building/zoning departments to interact with the department online
- b. Allows for Contractor Registration, Complaint Filing, Permit Application, status updates for Permits and Complaints, Payment Facilitation, and Document Sharing

## **5. Custom Services**

- a.** CityForce will add custom requirements/capabilities to any of the modules for Licensee for the Custom Work Fee, described in Exhibit A
- b.** These customizations will be scoped on an individual basis and done as a separate Scope of Work
  - i.** CityForce retains right and title to any modifications or improvements made to the system. These modifications may be made available to other customers, as per Section 5 of the Agreement.
- c.** If multiple cities have similar requests for changes or improvements to any of the modules, CityForce, in its sole discretion, may decide to develop these and release the functionality as part of its ongoing development work associated with the modules listed above
- d.** CityForce may release other modules not listed herein, containing functionality not described above. These modules may be made available for purchase, at a price decided upon by CityForce, in its sole discretion.