interpersonal frequency

INTERPERSONAL FREQUENCY LLC
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement," "Contract," or "MSA") is made as of February 8, 2019 ("Effective Date") by and between Interpersonal Frequency LLC, a Limited Liability Company, with its mailing address at P.O. Box 51 McLean Virginia 22101 ("Interpersonal Frequency" or "I.F.") and the City of Norman, Oklahoma, having its principal office at 201 W Gray St, Norman, OK 73069 ("City," "Norman OK," or "Client").

1. SERVICES

Interpersonal Frequency shall provide professional services ("Services") to Client as specified in a Statement of Work ("SOW") executed by the parties referencing this Agreement. In the event of a conflict between this Agreement and a Statement of Work, the terms of this Agreement shall prevail. Any change in the scope of Services as set forth in a Statement of Work shall be agreed upon in writing by the parties. Interpersonal Frequency shall have no obligation to perform services in connection with any such change until the parties have agreed upon the effect of such change on Interpersonal Frequency's fees and/or schedule of performance.

2. FEES, INVOICES AND PAYMENT

2.1. Client shall compensate Interpersonal Frequency for the Services in accordance with the Statement of Work. On the Effective Date of each Statement of Work, Interpersonal Frequency shall invoice Client for the amount specified therein. Interpersonal Frequency shall have no obligation to commence the Services until the amount is paid or a purchase order obligating funds to pay for Services is received. Thereafter, Interpersonal Frequency shall invoice Client for Services and expenses in accordance with the payment schedule set forth in the Statement of Work. Client shall pay such invoices within ten (10) days after delivery thereof. Any amount remaining unpaid after thirty (30) days after an invoice shall accrue interest at a rate equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate allowed by law. Invoices submitted by Interpersonal Frequency to Client are deemed accepted and approved unless disputed by Client within five (5) business days of Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client agrees to fully pay the undisputed portion and Interpersonal Frequency's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor in any way constitute an accord and satisfaction.

2.2. Interpersonal Frequency shall be reimbursed for the actual out-of-pocket expenses of its personnel and other expenses incurred in performance of the Services as defined in the Statement of Work. Interpersonal Frequency personnel traveling out-of-town shall be reimbursed for coach class airfare, auto rental, lodging and reasonable actual meal expenses. Interpersonal Frequency personnel shall be reimbursed for mileage to the Client's location in excess of the commute to the personnel's local office. Interpersonal Frequency shall also be reimbursed for long distance phone charges and any research reports it purchased on behalf of the client.

2.3. Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and

any other taxes of any nature (except any tax based on Interpersonal Frequency's net income) assessed on the Services and/or work product and/or deliverables produced under any Statement of Work (collectively "Deliverables").

3. OWNERSHIP

Interpersonal Frequency and its licensors, as applicable, shall own all right, title and interest in and to the following (collectively "Interpersonal Frequency Materials"): (a) (i) all original components of the Deliverables created or developed by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; (ii) all pre-existing works, inventions, technology, data, information and other material incorporated or used in connection with the Deliverables, or otherwise owned, used or possessed by Interpersonal Frequency prior to the Effective Date; and (iii) all inventions, discoveries, ideas, concepts, know-how, and techniques and other work product developed or created by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; and (b) all derivatives, improvements, enhancements or extensions of the forgoing. Upon payment of all fees due for the Services, Interpersonal Frequency will grant to Client a non-exclusive, non-transferable, indefinite, worldwide, royalty-free and paid-up license to use the Interpersonal Frequency Materials as incorporated in the Deliverables for Client's internal business purposes, subject to any third-party licenses or copyrights, provided that Client will have no right to use such Interpersonal Frequency Materials apart from the Deliverables or in any other manner.

4. WARRANTIES

4.1. Interpersonal Frequency warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

4.2. The foregoing warranty shall only apply provided that: (a) any software or other materials developed by Interpersonal Frequency have not been modified, unless authorized by Interpersonal Frequency in writing; (b) there has been no change in the computer equipment on which Interpersonal Frequency installed any software, unless authorized by Interpersonal Frequency in writing; (c) the computer equipment on which any software was installed has sufficient capacity, is in good operating order, and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or any third party; (e) Client promptly notifies Interpersonal Frequency of the nonconformity after discovery; and (f) all fees due to Interpersonal Frequency have been paid.

4.3. Client shall be responsible for the use of any Deliverables to achieve Client's intended results. Should any of the Services not comply with the foregoing warranty, Client shall promptly inform Interpersonal Frequency of the deficiency and Interpersonal Frequency shall use commercially reasonable efforts to cause the Services to comply with the applicable warranty.

4.4. THE FOREGOING WARRANTY IS INTERPERSONAL FREQUENCY'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND ARE MADE FOR THE BENEFIT OF CLIENT ONLY AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

4.5. Client represents, warrants and covenants to Interpersonal Frequency that: (a) Client owns all right, title and interest in and to, or has full and sufficient authority to use, all materials, information or data furnished by Client ("Client Materials"); (b) Client will secure and comply with the terms and conditions of any licensing agreements which govern the use of any Client Materials owned by third parties; (c) the

Client Materials do not infringe the patent, copyright, trademark or other intellectual property rights of any party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (d) Client has or will secure all necessary consents, permissions, clearances, authorizations and waivers for the use of Client Materials; and (e) Client has complied and will comply with all legislation, rules and regulations regarding the use of Client Materials.

5. PERSONNEL

5.1 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, solicit the employment of, employ, or contract with, any Interpersonal Frequency's current employees or independent contractors.   Client shall promptly notify Interpersonal Frequency of any communications with any Interpersonal Frequency employees or independent contractors seeking employment. Interpersonal Frequency shall promptly notify Client of any communications with any Interpersonal Frequency employees or independent contractors seeking employment. If Client breaches this Section 5.1, Client shall pay as liquidated damages, and not as a penalty, the sum of $125,000 per breach. If Interpersonal Frequency waives its right to such liquidated damages, Client shall reimburse Interpersonal Frequency mutually agreed upon costs of external recruitment, training and lost revenues.

5.2 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Interpersonal Frequency to cease doing, or reduce the amount of, business with Interpersonal Frequency, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor or other business relation and Interpersonal Frequency. If Client or Interpersonal Frequency breaches this Section 5.2, the offender shall pay as liquidated damages, and not as a penalty, the sum of $125,000 per breach.

6. LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF INTERPERSONAL FREQUENCY, ITS DIRECTORS AND OFFICERS TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO INTERPERSONAL FREQUENCY UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PORTION OF THE SERVICES GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL INTERPERSONAL FREQUENCY, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF INTERPERSONAL FREQUENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. TERMINATION

7.1. Either party may terminate this Agreement or any Statement of Work for a material breach thereof (including nonpayment of fees, failure to fulfill any responsibilities set forth in the Statement of Work, or failure to cooperate in good faith with the other party in connection with the Services) upon giving the other party thirty (30) days prior written notice identifying specifically the alleged breach, provided that the breaching party does not cure such breach within the fifteen (15) day notice period. During this notice period the non-breaching party shall have the right to suspend its performance under this Agreement.

7.2. Either party may terminate this Agreement and any Statement of Work immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

7.3. Upon termination of this Agreement or any Statement of Work by either party, Client will immediately pay Interpersonal Frequency all fees, costs and expenses owed to or incurred by Interpersonal Frequency up to the effective date of such termination; provided, however, that with respect to any Statement of Work which is the basis for the termination, Client will pay Interpersonal Frequency a pro rata amount of the fees due for such Statement of Work (based on the percentage of completion of the Services, as reasonably determined by Interpersonal Frequency). Furthermore, each party shall promptly return all data, materials and other property of the other held by it; provided, however, that if Client has not fully paid all outstanding invoices for Services performed by Interpersonal Frequency prior to the date of termination, Interpersonal Frequency shall be entitled to retain or recover any Deliverables until payment is made. This right shall be in addition to any other remedies it may have at law or in equity.

7.4. Unless the parties subsequently agree otherwise in writing, the terms and conditions of this Agreement shall govern any services which Interpersonal Frequency may provide to Client in the future, regardless of whether or not such services are performed pursuant to a Statement of Work.

8. CONFIDENTIAL INFORMATION

8.1. Each party agrees that any information concerning the other's price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, communications programs, customer data, business strategy, finances or other business information disclosed by the other party ("Confidential Information") shall not, without the disclosing party's written authorization, be disclosed to any other party or used by the receiving party for its own benefit except as contemplated by this Agreement. The recipient shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information and shall restrict access to Confidential Information to its personnel on a need to know basis.

8.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies): (a) that is or becomes publicly available through no breach of this Agreement; (b) independently developed by it; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, the recipient shall promptly notify the other party of such receipt and may comply with such subpoena or process to the extent permitted by law. Upon termination of this Agreement, regardless of cause, each party shall promptly return to the other party (or at the other party's written request, destroy) all Confidential Information of the other party without retention of copies in any form or media; provided, however, Interpersonal Frequency may retain, subject to the obligations of this Section 10, copies of Confidential Information for record keeping purposes.

9. ASSIGNMENT

Neither party shall have the right to assign this Agreement without the other party's written consent, and any attempt to do so shall be void; provided, however, that each party shall have the right, upon written notice to the other party, to assign this Agreement to any subsidiary, affiliate, person or entity that acquires or succeeds to all or substantially all of such party's stock or assets.

10. ENTIRE AGREEMENT

This Agreement, the Interpersonal Frequency Software as a Service Agreement, and any applicable Statement of Work constitute the entire understanding between Interpersonal Frequency and Client, and supersede all prior agreements, arrangements, representations and communications (whether oral or written) regarding the subject matter of this Agreement. Client is entering into this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

11. WAIVER / SEVERABILITY

Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

12. FORCE MAJEURE

Except with regard to payments due to Interpersonal Frequency, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.

13. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed by the laws of the State of Oklahoma without application of its conflict of laws principles.

14. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of actual receipt, five (5) days following deposit into the United States mail (certified mail, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of a legible facsimile copy during regular business hours, in each case with any delivery fees pre-paid and addressed to the party at the address set forth on the first page of this Agreement or such other address as that party may notify the other from time to time in accordance with this Section 14.

15. MISCELLANEOUS

15.1. Independent Contractor. Interpersonal Frequency is an independent contractor, and no party shall have the authority to bind, represent or commit the other.
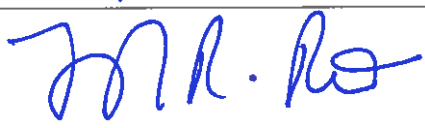
15.2. Use of Client's Name. Client agrees that Interpersonal Frequency may use Client's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. Client also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

15.3 Amendment. This Agreement may not be amended, changed or modified except by a written agreement signed by the parties.

15.4. Causes of Action. The parties agree that any cause of action arising under, or in connection with, this Agreement will not be valid unless such action is commenced by the filing of a complaint in a court in an Oklahoma jurisdiction within one year after completion of the Services. In the event that Client fails to make any payment due under this Agreement, Client shall reimburse Interpersonal Frequency for its costs of collection, including court costs and reasonable attorneys' fees, unless Client obtains a judgment dismissing such action.

15.5. Survival. The terms of Sections 2, 3, 4, 5, 6, 7, 8, and 9 and other sections which by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

	Interpersonal Frequency LLC ("I.F.")	City of Norman OK ("the Client")
Name	Harish R. Rao	Lynne Miller
Position	CEO	Mayor
Date	2/14/2019	
Signature	*M R. Ro*	

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

interpersonal frequency

Statement of Work

by and between

City of Norman OK
("Client," "City," or "Norman OK")

by

Interpersonal Frequency LLC
("Interpersonal Frequency" or "I.F.")

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Recitals

This Statement of Work ("SOW") is an exhibit to the Interpersonal Frequency LLC Master Services Agreement ("Contract," "MSA" or "Agreement") dated February 8, 2019 and between Interpersonal Frequency LLC ("Interpersonal Frequency" or "I.F.") and the City of Norman, Oklahoma ("Client," "City," or "Norman OK"), which is incorporated herein by reference. This SOW supersedes any previous agreements, written or oral. In case of conflict between this SOW and the Contract, the Contract will prevail.

This Statement of Work is active for work undertaken on the Norman OK website project during the Period of Performance of February – January 2020, and subsequent one year terms by mutual agreement of both parties.

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and the City of Norman OK.

This SOW includes ongoing services, including web hosting provided I.F.'s Fulcrum cloud, I.F.'s Voice of Citizen® analytics software, and I.F.'s solutions and support plan. These services are governed by the Interpersonal Frequency Software-as-a-Service Agreement ("Fulcrum Premier SLA," "Voice of Citizen®," and "Solutions plan"), executed separately and incorporated herein by reference.

Scope of Work Summary

The goal over the project time frame is to design, develop, and launch the new City of Norman, OK Drupal version 8 based website on I.F. provided Fulcrum Cloud hosting, and transition the live website to I.F.'s Realize-level Solutions plan at launch. Delivery will include the website, software, themes/templates, and relevant design assets on I.F.-provided Drupal 8 optimized web hosting servers.

Scope of Work Details

During Research, Discovery, and Project Planning Phase,

I.F shall perform the following:

1. Conduct research and make user experience (UX) and user interface (UI) recommendations based on:
   a. Voice of Citizen® analytics conducted on the current City of Norman website at the start of the engagement and lasting 4-6 weeks;

      b. In-Depth-Interviews (IDIs, which are structured, recorded interviews each lasting 20 minutes) with up to seven (7) stakeholders, also scheduled and conducted at the start of the engagement.

2. Establish the Fulcrum client hosting environments (Dev, Test, Train, Beta) and initiate WAF/DDOS protection services. Includes up to 500,000 pageviews per month and 200GB of space for files and code. (Please refer to the Fulcrum Premier SLA for service details and commitments.)

3. Initiate project planning (e.g., draft Communication Plan, Initial Project Plan, Schedule) and conduct Kickoff Workshop.

4. Perform a site crawl and provide a Content Manifest Worksheet with instructions for site content review.

Client shall perform the following:

1. Identify in-depth interview participants and provide assistance with scheduling interviews.

2. Install Voice of Citizen® on current Client site.

3. Ensure that key members from stakeholder departments/organizations attend and participate in workshops.

4. Assign content owner focals in advance of the Kickoff Workshop. Content owner focals are client-designated individuals responsible for reviewing current site content and updating the content manifest to identify content to be migrated, content to be abandoned and new content/content requiring updates. It is important that content owners are directly engaged to ensure the design strategy incorporates the correct content.

5. Client content owner focals shall complete the Content Manifest Worksheet to identify content to migrate, content to abandon and where new content is required. Note that content creation, migration and editing are not required at this phase. The Content Manifest Worksheet is intended to function as an overall inventory of content that informs design.

6. Approve the Communication Plan, Project Plan, and Schedule.

During Design & Content Staging Phase,

I.F shall perform the following:

1. Deliver a Design Brief (a one or two-page document summarizing goals, key audiences/personas, and design related needs which influence subsequent deliverables).

2. Engage the client in a review of the content manifest and advise the client in establishing their content strategy and content-related activities required to support content migration and creation.

3. Deliver the following:
   a. Information Architecture (1-3 revisions);
   b. Wireframes (1-2 revisions);
   c. Website Design, which comprises the following:
      i. Style Tiles & Art Direction: Two (2) different design directions that apply to all web pages (1-2 revisions).
      ii. Interactive visual design comps: extend established approach from wireframes and styling guidelines from Style Tile. Includes all key page templates enumerated below with 3 responsive breakpoints (mobile, tablet, desktop).
         1. Homepage Comp (1-2 revisions).
         2. Department and/or Interior Page Comp options adhering to overall interactive visual design comps:
            a. Overview pages: Three responsive design options for interior pages with up to 2 revisions, which are also intended for Police or Fire sections.
            b. Special landing page: Special landing page content type that can be customized with new graphics or designs for issues or announcements of special interest to the public, with 1 revision.
            c. Search results page, with 1 revision.
      iii. Style Guide which includes content templates and content guidelines, provided after Design approval.
      iv. Conduct Usability Testing (UT) on approved designs, and adjust designs as appropriate per testing feedback.
      v. Create a technical scope document, providing details of what will be configured on the new Drupal 8 website, and how. (Software development items not explicitly included in this technical scope document are out of scope.)

Client shall perform the following:

1. Ensure key stakeholders and decision makers participate in meetings, design workshops, discussions, and reviews for information architecture (IA) and Website Design.
2. Provide timely feedback on IA and Website Design.
3. Formally approve:
   a. Information Architecture (IA)
   b. Website Design
   c. Technical scope document

4. Establish a content staging plan and initiate content staging (i.e., the creation, editing, review and approval by relevant Client staff), which shall be completed before content training in the following phase.

5. Assign content migration, content trainers and content editing focals:
   a. Content migration focals are responsible for loading staged content onto the new Drupal site.
   b. Content editing focals are responsible for editing and finalizing migrated content.
   c. Trainers are responsible for participating in I.F. lead trainings and subsequently training/assisting colleagues in content-related tasks.
      Note: Content migration, editing and training focals should be assigned in this phase but won't be active in the project until the next phase.

6. Ensure that all content focals have received the Design Brief and Style Guide as these will be heavily relied upon in the next phase.

During Development, Content Migration, Training, & Testing Phase,

I.F shall perform the following:

1. Configure standard I.F. Drupal 8 site features on I.F.-provided Fulcrum Cloud servers, including:
   a. Drupal role-based workflow for live content publication, with 2 or 3 total role types in Drupal (e.g., content editor, admin, and publisher).
   b. Site compatibility with modern browsers, which means testing on last two versions of Internet Explorer/Edge, Chrome, Firefox, Safari as well as most common mobile devices (i.e., iOS, Android-based).
   c. Ability to archive content by unpublishing it in Drupal.
   d. Document library via built-in Drupal file upload and file management.
   e. Multi-language support via Google translate (Google account to be provided by Client; we advise limiting to no more than ten languages for mobile optimization).
   f. Site search via ElasticSearch.
   g. Section 508 Compliance testing via Siteimprove (or similar) I.F. provided tool(s).
   h. Ease of content editing via Drupal CKEditor, Drupal Paragraphs, helper text, and well defined content types.
   i. Audio/video streaming via links to Youtube or similar third-party video services provided by the Client.
   j. Linking to Client's online sharing platforms, e.g., social media, enabling ability to share information from the new Client website to specified social media sites. Specific content types will be enabled to be shared, which are to be enumerated.

      k. User-centric navigation system (menus and infrastructure) based on the Final Website Design established in the earlier phase.

      l. Responsive web design with three breakpoints (mobile, tablet, desktop).

      m. Url redirects via Drupal Url redirects module

2. Implement and test the following custom pages or features per the technical scope and Website Design approved earlier:

      a. Homepage

      b. Department and/or Interiors, including: Overview pages, one "Special" landing page, and Search results page.

      c. Integrate with calendaring, details to be agreed upon during earlier phases of the project.

      d. Deliver trainings:

            i. Content Editor Trainer Training covers content-related aspects of website functionality for content publishers and editors, including, but not limited to Drupal content entry, content upload, and content asset management. These trainings are:

                  1. Train-the-trainer sessions limited to 10 client "Train the Trainers"

                  2. Delivered in person

                  3. Recorded and provided to the client for future train the trainer use and assistance.

            ii. Site Admin Training covers technical aspects of the website for technical system administrators, including, but not limited to, software code deployment workflow, technical administration of the Drupal CMS including updates, and other topics as necessary and mutually agreed upon by I.F. and the client.

                  1. The training is delivered remotely and is recorded for future use by the client.

                  2. I.F. trainers are software developers involved in the technical/software creation of the website.

                  3. Up to 3 Client staff may attend.

Client shall perform the following:

1. Provide scheduling assistance for and participate in trainings.
2. Content migration focals will migrate staged content into the new Drupal site.
3. Client content trainers will train client colleagues.
4. Content editor focals will review, finalize and publish content in the new Drupal site.

During Testing, Launch, Bug Fix Sprint Phase, & Transition to Solutions Plan,

I.F shall perform the following:

1. Conduct a final testing of the site after client has completed content entry.
2. Prepare testing materials, to include issue reporting forms, testing scripts, training materials and a full training to prepare the client for User Acceptance Testing.
3. Staff a four-week post-site-launch bug fix window following the site launch
4. Transition of website to I.F. solutions team by conducting a meeting.
5. Activate the I.F. Realize-level solutions plan, which includes:
    a. Ad-hoc Drupal development and related website support, including but not limited to CMS feature upgrades, system assistance, or visual design, graphic design, and content needs.
    b. 20 tickets per month (about 40 hours of support).
        i. Each ticket is capped to a maximum of 2 hours of time. Tickets expire if unused each month.
        ii. City must designate up to 5 named support users who are allowed to submit tickets.
        iii. Subject to coordination in advance with I.F. additional tickets may be "borrowed" from future months.
        iv. I.F. shall provide resources to support up to 240 tickets per year from the City. Should the City require additional tickets beyond this allocation on an ongoing basis, such allocation is subject to negotiation.
    c. This support package is intended as the Client's desired "warranty" coverage for the first year, beyond the four-week bug fix window.

Client shall perform the following:

1. Conduct 1 round of User Acceptance Testing (UAT) across device platforms, browsers and operating systems following the testing training. The goal is to identify bugs or launch critical issues to be addressed prior to launch.
2. Report all issues to I.F. via an I.F. provided secure form and work with I.F. to identify issues that are critical to resolve before launch. Such issues are called "launch critical issues."

Please note that if requests and requirements for new features or functionality arise as part of the user acceptance testing process that are outside the approved technical scope document, these issues will be inventoried and considered separate from the Statement of Work. Such items can be addressed either via a separate statement of work and resolved via a change order post launch, or be resolved as part of the I.F. Solutions & Support plan.

3. Client will retest and approve the resolution of each issue once all Launch Critical Issues have been addressed by I.F.
4. After the site is approved for launch, client will conduct a second and final round of User Acceptance Testing to ensure there are no bugs or issues within the live production environment. Such issues will be addressed during the bug-fix window following launch.
5. Submit issues after site launch to designated I.F. solutions plan email address, support@ifsight.com.

Milestones, Timing, Deliverables, & Project Fees

The table below describes key deliverables and fees due upon delivery of milestones.

Milestones & Deliverables	Timing	Milestone Fees
Phase 1: Research, Discovery, & Project Planning		
Milestone 1: - Voice of Citizen® Code provided to Client - IDI scheduling initiated	Month 1	$12,200
Milestone 2: - **Fulcrum Environments Setup (Dev, Test, Train, Beta)** - **Cloudflare CDN/DDoS/WAF**	Month 2	$18,000 + $8,000 = $26,000
Phase 2: Design, Content Staging, Technical Definition		
Milestone 3: - Project Plan Delivered (Communication Plan & Project Schedule) - Kickoff Workshop Complete (in-person option) - Content Manifest Delivered/Trained - Wireframes delivered	Month 3	$24,400
Milestone 4: - Design Approvals Initiated - Tech Scope Review/Approval - Development Begins	Month 4	$12,200
Phase 3: Development, Content Migration, Training, Testing		
Milestone 5: - Content Staging: Content Templates - Content Strategy meeting conducted - IA Buildout in Drupal	Month 5	$12,200
Milestone 6: - **Content Editor Training (in-person option)** - **Access to Drupal Environment for Content Entry** - **Optional Content Migration Services**	Month 7	$24,400
Phase 4: Testing, Launch, Bug Fix Sprint		
Milestone 7: - **Primary Feature Development Complete** - **Ready for Sitewide Client Testing**	Month 8	$12,200

| Milestone 8:
- Go/No Go
- Site Launch | Month 9 | $24,400 |
| Milestone 9:
- End of Bug Fix Sprint
- Transition Solutions & Support (Realize-level)
   • Initiate Solutions & Support Plan | Month 10 | $53,000 |

Statement of Work Exclusions

The statement of work is expressly limited to only the work explicitly stated and defined in the previous sections. However, for the purposes of additional clarity, the items in the following list are specifically excluded.

1. Expenses, including travel above $4,000. Note that the Project Fee includes travel up to $4,000 for the kickoff meeting and in-person content editor training.
2. API integration with the Drupal website or replacement of third-party native workflow with Drupal-based workflow; e.g., direct integration of Drupal with third-party payment-processing systems.
3. Content writing, editing, and review/finalization work performed directly by I.F.
4. Fulcrum large-file upload functionality, allowing files greater than 14MB to be uploaded and stored on the website or Fulcrum cloud services.
5. Events management and registration management are not part of our scope of work; however, we can recommend services that include robust events management such as registration, recurrence, etc.
6. Personalization features including geolocation.
7. Enabling authenticated Drupal user accounts for use by the general public.
8. Providing for the payment toward third-party systems, including mapping systems such as Google Maps or ESRI ArcGIS.
9. Including the contents of PDF and other files within website search results (i.e., the ability to search within documents hosted on the website). Note, however, the file names and related link text of files hosted on the site will be searchable.
10. Integration with payment processing systems.
11. Changes adding more than one calendar month to the project timeline.
12. Custom Drupal module development.
13. Changes to Information Architecture, Website Design, or technical scope after approval.
14. Extra revisions for deliverables beyond that which are specified above.

Assumptions

The project fee and Statement of Work delivery are contingent upon the following assumptions:

1. The project schedule, timeline and fees are predicated on prompt Client responses, active participation in the project, adequate Client staff resource commitments, and requested data delivery in a timely manner from the Client. Excessive delays will cause schedule and cost increase. If the client requests or causes time delays that extend the project beyond the agreed-upon time frames a change order will be necessary.

2. I.F. will provide content strategy and migration planning assistance. The client is responsible for providing adequate staff to review, author/write, edit, stage and assist I.F. in migrating content to the new site in a timely manner. Content means, but is not limited to: text, images, or illustrations.

3. I.F. will provide content migration services for up to 500 pages of content via manual and/or automated means, including up to 5 web forms.
   a. Our assumption is that a content redundant, outdated, trivial (ROT) analysis will result in this number of pages, and that City staff members will rewrite content as necessary.
   b. We also assume any content writing/re-writing will be done by City staff.
   c. I.F. will (via manual or automated means) migrate this content from the old site to the new site.

4. The system will be built using the Drupal 8 Content Management System and related Drupal modules as described in this SOW.

5. The statement of work above assumes approximately 650 hours of effort occurring over 9 months. If the statement of work requires more than 5% of the estimated hours (685 hours or more), such effort is not included in this proposed budget and will be invoiced separately at $175 per hour.

6. Training and training materials provided are as stated in the Scope of Work. Additional training and/or training materials will be billed at our hourly rate.

7. During development, I.F. will ask for feedback on specific designs and features at weekly client meetings. However, formal User Acceptance Testing (UAT) will only occur during the launch meeting just prior to launch. Any post-launch issues will be reported, prioritized, and resolved during the Post-Launch Bug Fix Sprint.

8. During the website bug-testing window, any client-reported bugs should be entered into I.F. provided bug tracking system (not emailed or slacked) to ensure a prompt response.

9. The site will be tested to work with the latest versions of Internet Explorer/Edge, Mozilla Firefox, Google Chrome, and Apple Safari, as well as the most recent iOS and Android mobile device browsers (the last 2 major revisions as of the contract date unless otherwise indicated). However, because Internet browsers constantly undergo significant changes, some browsers may have trouble rendering critical content from your website—I.F. cannot guarantee your website will function properly on those

browsers if this occurs. This is particularly true if the content at issue is beyond your control (e.g., data derived from an API).

10. Pricing above assumes use of our Fulcrum Premier hosting and an I.F. solutions plan. Fulcrum Premier SLA applies, see this link : https://goo.gl/5m7xbQ
11. Client agrees that Interpersonal Frequency may use Client's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. Client also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.
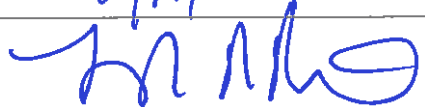
Statement of Work Change Orders

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and the City of Norman OK.

Acceptance

The parties have accepted each and every statement and term stated herein.

Each of the two parties must sign below and initial every page.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work ("SOW").

	Interpersonal Frequency LLC ("I.F.")	City of Norman OK ("the Client")
Name	Harish R. Rao	Lynne Miller
Position	CEO	Mayor
Date	2/14/2019	

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY_____DATE_____

Signature		

interpersonal frequency

Fulcrum, Voice of Citizen®, Voice of Patron®: I.F. SaaS Services Agreement, Fall 2018 Version

Software-as-a-Service Agreement

THIS INTERPERSONAL FREQUENCY LLC SOFTWARE AS A SERVICE AGREEMENT (this "Agreement"), by and between INTERPERSONAL FREQUENCY LLC (I.F.) and the Client identified in the MSA or SOW (as defined below) executed between such entities, as of the effective date of such SOW or MSA ("Effective Date") for the products and services described herein and therein;

RECITALS

WHEREAS, the Parties have negotiated the terms of an I.F. Master Services Agreement, other named I.F. services agreement or a Client form of services agreement (collectively, the "MSA") by which I.F. will perform and provide certain products or professional services to Client (collectively, "Professional Services"); and

WHEREAS, in connection with the performance and delivery of the Professional Services and any and all other materials and work product covered by the MSA and/or this Agreement (collectively "Deliverables"), the Client desires to have access to I.F's Software platform tools and functions (the "Software as a Service" or the "SaaS Services") and any other products or services set forth in any exhibit hereto on the terms and conditions hereof and thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1.   Definitions.

As used in this Agreement, the following capitalized terms shall mean and be interpreted as follows:

(a)   "Aggregated Statistics" means data and information related to Client's use of the Software and the SaaS Services (but which do not personally identify Client or its Authorized Users) that are collected or received by I.F. in an aggregated and anonymized manner, including to compile statistical and performance information relating to the SaaS Services and data regarding Client's and its Authorized Users' use of the SaaS Services and the web site on which the SaaS Serves are hosted or by which I.F.'s services are accessed or delivered.

(b)   "Authorized User" means Client's employees, consultants, contractors, agents, web site visitors or other permitted users who or which are authorized by Client to access and use the SaaS Services under the rights granted to Client hereunder.

(c)   "Client Data" means, other than Aggregated Statistics, information, data and other content, in any form or medium, that is submitted, posted, transmitted or otherwise provided by or on behalf of Client or an Authorized User in the Software or through the SaaS Services.

(d)   "Documentation" means I.F.'s user manuals, handbooks and guides relating to the SaaS Services provided to Client hereunder, either electronically or in hard copy form, and any and all other Client or end user documentation relating to the SaaS Services.

(e)   "Cloud Provider" means the provider of Cloud Services which, as of the Effective Date hereof, is Amazon Web Services ("AWS"), but such term includes any and all successors or additional hosting providers thereto.

(f)   "Cloud Services" means the provision of on-demand online access to the SaaS Services and all hardware, software, computing power and resources relating thereto.

(g)   "I.F. Intellectual Property" or "I.F. IP" means the SaaS Services, the Documentation and any and all other intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, I.F. IP includes Aggregated Statistics and any and all other information, data or other content derived from I.F.'s monitoring of Client's or an Authorized User's access to or use of the SaaS Services, but does not include Client Data.

(h)   "Service Level Agreement" or "SLA" means the agreement attached as Exhibit B, and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(i)   "Statement of Work" or "SOW" means the document attached as Exhibit A, which may take the form of a "Quote & Order Form for Services or Software Subscription" (or other form), and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(j)   "Software" the source code and object code and any and all other software tools, functionalities and information necessary to use, operate and maintain the SaaS Services.

(k)   "SaaS Services" means the software-as-a-service offering described in Exhibit B and includes, if selected and paid for by Client, access to and use of I.F.'s proprietary software data analytics tools or products known as "Fulcrum" and/or "Voice of Patron®," and/or "Voice of Citizen®," as modified from time to time, and any other I.F. tools, functions or capabilities.

(l)   "Third-Party Products" means any third-party products described in Exhibit A or Exhibit B provided with or incorporated into the Software or SaaS Services.

2.   Access and Use.

(a)   Provision of Access. Subject to and conditioned upon Client's payment of all Fees associated with the Deliverables provided to Client under the MSA, this Agreement and any other agreement or understanding between the Parties, and compliance with all other terms and conditions hereof and thereof, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions hereof. Such use is limited to Client's internal business use and operations. I.F. shall provide to Client

the necessary passwords and network links or connections to allow Client to access the SaaS Services. The number of Authorized Users is not expressly limited unless so indicated in the SOW, but concurrent use of the SaaS Services shall be subject to the technical capabilities of the I.F. infrastructure and the devices and connectivity of the Authorized Users.

(b)   Documentation License. Subject to the terms and conditions contained in this Agreement, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the SaaS Services.

(c)   Use Restrictions. Client shall not use the SaaS Services or the Documentation, in whole or in part, including any integrated I.F. products or Third Party Products, for any purposes beyond the scope of the rights of access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services, the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Software or any other element of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law or regulation.

(d)   Reservation of Rights. I.F. reserves all rights and interests not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Client, to any Authorized Users or to any third party any intellectual property rights or other right, title or interest in or to the I.F. IP, the Software, the Documentation or the SaaS Services.

(e)   Suspension or Termination of SaaS Services. Notwithstanding anything to the contrary in this Agreement, I.F. may, at its option, temporarily suspend Client's and/or any Authorized User's access to any portion or all of the SaaS Services, without termination of this Agreement, or terminate this Agreement and all of Client's and its Authorized User's access to SaaS Services in the event that:

(i)   I.F. reasonably determines that (A) there is a threat or attack on any of the I.F. IP or any Cloud Provider's I.P.; (B) Client's or any Authorized User's use of the I.F. IP disrupts or poses a security risk to the I.F. IP, to Cloud Provider's I.P. or to any other customer or vendor of I.F.; (C) Client or any Authorized User is using the I.F. IP for fraudulent or illegal activities or in violation of I.F.'s or the Cloud Provider's acceptable use policy or any other policies; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) I.F.'s provision of the SaaS Services to Client or to any Authorized User is prohibited by applicable law;

(ii)   any vendor of I.F., including but not limited to, the Cloud Provider, has suspended or terminated I.F.'s access to or use of any third-party services or products required to enable Client to access the Services; or

(iii)   in accordance with Section 5(a)(iii) (any such suspension or termination described in sub-paragraph (i), (ii), or (iii) above, a "Services Suspension" or a "Services Termination" as applicable).

(iv)   I.F. shall use commercially reasonable efforts to provide written notice of any Services Suspension or Services Termination to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. I.F. shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably practicable after the event giving rise to a Services Suspension is cured. I.F. WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CLIENT OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF A SERVICES SUSPENSION OR SERVICES TERMINATION.

(f)   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, I.F. may electronically log and monitor Client's and any and all Authorized User's use of the SaaS Services and collect and compile Aggregated Statistics. As between I.F. and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are granted and retained solely by I.F. and such rights are hereby waived and released by Client. Client acknowledges that I.F. may compile Aggregated Statistics based on Client Data input into the SaaS Services. Client agrees that I.F. may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the publication, release or transfer of such Aggregated Statistics do not identify personally Client or its Authorized users or disclose Client's Confidential Information.

(g)   Cloud Services. I.F. has contracted with the Cloud Provider to make Cloud Services available to Client and any and all Authorized Users. Any SaaS Services-related issues that are caused or contributed to by outages or other problems with the Cloud Services should be promptly referred to I.F. for handling. Client acknowledges and agrees, on its own behalf and on behalf of all Authorized Users that the Cloud Services are provided by the Cloud Provider and the Cloud Provider, which retains the unlimited right to service, make modifications and/or enhancements to and manage the Cloud Services at any time in its discretion. Client and Authorized Users shall at all times have online access to the applicable terms of service, service level agreements and acceptable use policies of the Cloud Provider which are hereby integrated into and made a part of this Agreement in Section 3 below. Execution of this Agreement constitutes Client's approval of such terms and conditions, on its own behalf and on behalf of all Authorized Users.

3.   Service Levels & Support; Cloud Provider Terms.

(a)   Modifications to SaaS Services or Software. Client hereby acknowledges and agrees that I.F. may, at any time without prior notice, change, modify, enhance or alter any features, functions or capabilities of the SaaS Services or the Software, in its sole discretion,

without affecting any term or condition of this Agreement (including Fees) so long as such changes do not materially and adversely affect Client's overall user experience or efficiency.

(b) **Service Levels.** Subject to the terms and conditions of this Agreement, I.F. shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in the attached Exhibit B, which is hereby incorporated herein.

(c) **Support.** The access rights granted hereunder entitles Client to the SaaS support services described on Exhibit B for ongoing and continuous one year periods following the Effective Date hereof, if and to the extent that Client purchases such support services at the Fees applicable thereto.

(d) **Cloud Provider; Cloud Services.** Client hereby acknowledges and agrees that the Cloud Services are made available to Client and to Authorized Users in accordance with the following Cloud Provider terms and conditions, as amended from time to time (and automatically incorporated herein as and when so amended), and any and all other Cloud Provider terms and conditions applicable to the Cloud Services:

(i) The AWS Online Subscription Agreement is found at https://aws.amazon.com/agreement/.

(ii) The AWS Online Services Terms is found at https://aws.amazon.com/service-terms/.

(iii) The AWS Online Service Level Agreements, found at https://aws.amazon.com/legal/service-level-agreements/.

(d) **Disclaimers.** The Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that the foregoing Cloud Provider terms and conditions describe, restrict, limit and disclaim certain rights, obligations, damages and liabilities of or available to I.F. as its prime contractor and by extension to Client and to any and all of its Authorized Users. Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that (i) nothing in this Agreement is intended to nor shall be deemed to create any duty, obligation or liability of, by or against I.F. regarding the Cloud Services that are excluded or disclaimed by Cloud Provider, (ii) that the foregoing Cloud Provider terms of use and subscription agreement shall govern any conflicting terms herein as to the Cloud Services, and (iii) CLIENT AND ALL AUTHORIZED USERS HEREBY AGREE TO LOOK SOLELY TO THE CLOUD PROVIDER (AND HEREBY WAIVE AND RELEASE I.F. FROM) ANY AND ALL DUTIES, RESPONSIBILITIES, DAMAGES AND LIABILITIES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN THE CLOUD SERVICES WITHIN THE CLOUD PROVIDER'S CONTROL AND/OR OUTSIDE I.F.'S CONTROL.

(e) **Client Data Recovery & Retention.** During the Term hereof, Client shall have the right to access, download and use all Client Data, included all Authorized User data, in its discretion and as permitted by applicable law, the obligations of which shall be Client's sole responsibility. Notwithstanding the foregoing, Client must recover any and all Client Data that it desires to receive and retain not later than ninety (90) days after termination of this Agreement,

regardless of cause (the "Data Recovery Period"). After expiration of the Data Recovery Period, I.F. may destroy or delete all Client Data from all I.F. computers, services and cloud instances.

4. Client Responsibilities.

(a)   General. Without prejudice to any and all duties and obligations of Client hereunder under any other agreement, Client is responsible and liable for all uses of the SaaS Services and Documentation resulting from any access provided or permitted by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Authorized Users aware of their duties and obligations hereunder as applicable to their respective use of the SaaS Services and shall cause Authorized Users to comply with all such requirements.

(b)   Third-Party Products. I.F. may from time to time, upon request by Client or otherwise, make Third-Party Products available to Customer independently of the SaaS Services by separate agreement or as an element hereof. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions (wherever memorialized) and, only if hosted or supported by I.F., will be subject to any applicable flow through provisions referred to in Exhibit A or Exhibit B as applicable. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. Fees and Payment.

(a)   Fees. Client shall pay I.F. the fees ("Fees") as set forth in the Statement of Work without offset or deduction. Client shall make all payments hereunder in U.S. dollars on such date as to be received by I.F. on or before the due date set forth in Exhibit A. If Client fails to make any payment when due, without limiting I.F.'s other rights and remedies: (i) I.F. may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Client shall reimburse I.F. for all reasonable costs incurred by I.F. in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fourteen (14) days or more, I.F. may suspend Client's and its Authorized Users' access to any portion or all of the SaaS Services (without terminating this Agreement so that further Fees may accrue) until all such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes assessments or other charges by governmental authorities. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on I.F.'s income.

6. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets,

non-public and proprietary third-party information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without access to or use of the proprietary data or material. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a patentable invention or trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to patent or trade secret protection under applicable law.

7.   Intellectual Property Ownership; Feedback.

(a)   I.F. IP. Client acknowledges that, as between Client and I.F., I.F. owns all right, title, and interest, including all intellectual property rights, in and to the I.F. IP and to the intellectual property rights of its licensors. With respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products subject to I.F.'s license rights therein.

(b)   Client Data. I.F. acknowledges that, as between I.F. and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to I.F. a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for I.F. to provide the SaaS Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Client Data incorporated within the Aggregated Statistics.

(c)   Feedback. If Client or any of its employees, contractors, agents or Authorized Users sends or transmits any communications or materials to I.F. by mail, email, telephone or otherwise, suggesting or recommending changes to the I.F. IP, including without limitation, the addition of new features or functionalities relating thereto, or any comments, questions, suggestions or the like relating thereto (collectively, "Feedback"), I.F. is free to use such

Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to I.F., on Client's behalf and on behalf of its employees, contractors, agents and/or Authorized Users, all right, title, and interest in and to such Feedback, and I.F. is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although I.F. is not required to make any use of any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a)   I.F. warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation and this Agreement. I.F. does not make any representations or guarantees regarding uptime or availability of the SaaS Services unless and to the limited extent specifically identified in Exhibit B. The remedies set forth in Exhibit B are Client's sole remedies and I.F.'s sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY TO, AND INTERPERSONAL FREQUENCY STRICTLY DISCLAIMS, ANY AND ALL WARRANTIES WITH RESPECT TO ANY CLOUD PROVIDER PRODUCTS OR SERVICES AND/OR THIRD-PARTY PRODUCTS.

(b)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE INTERPERSONAL FREQUENCY IP IS PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPERSONAL FREQUENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INTERPERSONAL FREQUENCY MAKES NO WARRANTY OF ANY KIND THAT THE INTERPERSONAL FREQUENCY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a)   I.F. Indemnification.

(i)   I.F. shall indemnify and hold Client harmless from and against any and all losses, fines, damages, liabilities and costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding (collectively, "Third-Party Claim") that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets), provided that Client promptly notifies I.F. in writing of the claim, cooperates with I.F. and allows I.F. sole authority to control the defense and settlement of such claim.

(ii)   If such a claim is made or appears to be possible of assertion, Client agrees to permit I.F., at I.F.'s sole discretion, to (A) modify or replace the SaaS Services, or any component or part thereof, as necessary to make the SaaS Services non-infringing, or (B) obtain the right for Client to continue use of the

SaaS Services in any acceptable form. If I.F. determines that neither alternative is reasonably available, I.F. may terminate this Agreement in its entirety or with respect to the affected component or part of the SaaS Services or the SaaS Services as a whole, effective immediately on written notice to Client.

(iii)   This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by I.F. or not authorized by I.F. in writing; (B) modifications to the SaaS Services not made by I.F.; (C) Client Data; or (D) any Cloud Provider products or services or Third-Party Products.

(b)   Client Indemnification. Client shall indemnify and hold I.F. harmless from and against any and all Losses incurred by I.F. resulting from any Third-Party Claim that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets) due to the Client Data or the uses or operations of Client, for any failure of Client to comply with all applicable laws, regardless of whether such non-compliance relates to this Agreement or the SaaS Services or due to any other action or omission of Client that is beyond I.F.'s responsibility or control.

(c)   Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND INTERPERSONAL FREQUENCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE FOR DIRECT DAMAGES UNDER THIS SECTION 9 IN EXCESS OF THE LIMITATION OF LIABILITY AMOUNT SET FORTH IN SECTION 10 BELOW.

10.   Limitations of Liability.

IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INTERPERSONAL FREQUENCY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL INTERPERSONAL FREQUENCY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO INTERPERSONAL FREQUENCY BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM(S).

11.   Term and Termination.

(a)   Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the one-year anniversary of such date (the "Initial Term"). This Agreement will automatically renew for an unlimited number of additional successive one-year terms unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). For the avoidance of doubt, neither Party has the right of termination of this Agreement for convenience and I.F. shall be entitled to all Fees and charges accruing throughout the Term hereof.

(b)   Termination. In addition to any other termination right set forth in this Agreement:

(i)   I.F. may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any Fees or other amounts when due hereunder, and such failure continues for more than fourteen (14) days after I.F.'s delivery of written notice thereof; or (B) Client or any Authorized User breaches any of its respective obligations under Section 2(c), Section 2(e) or Section 6;

(ii)   Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii)   Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)   Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client and all Authorized Users shall immediately discontinue any and all use of the I.F. IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the I.F. IP and certify in writing to the I.F. that the I.F. IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees or other amounts that may have become due before such expiration or termination, or entitle Client to any refund thereof or thereto.

(d)   Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10 & 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the MSA and any and all other Exhibits and documents incorporated herein by reference, constitute the sole and integrated agreement of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement, the MSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern such conflict or inconsistency: (i) first, the MSA; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement (unless and to the extent they expressly override any provisions of the MSA or this Agreement); and (iv) fourth, any other documents incorporated herein by reference (unless and to the extent they expressly override any provisions of the MSA or this Agreement).

(b) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall I.F. be liable to Client or any Authorized User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond I.F.'s or any Cloud Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this

Agreement so as to effectuate their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f)   Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Oklahoma. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in Cleveland County, Oklahoma, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If this Section should conflict with or be inconsistent with the governing law, jurisdiction and venue clause of the MSA, the provisions of the MSA shall govern.

(g)   Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of I.F. Any purported assignment or delegation in violation of this Section will be null and void. No permitted assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and to the benefit of their respective permitted successors and assigns.

(h)   Export Regulation. The SaaS Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export or release the SaaS Services or the underlying software or technology to, or make the SaaS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, policy, rule or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Services or the underlying Software or technology available outside the U.S.

(i)   U.S. Government Rights. The Software and Documentation tools, components or functionalities comprising the SaaS Services constitute a "commercial item" as defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" under 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the U.S. Government or any contractor therefor, Client only receives those rights with respect to the SaaS Services and Documentation as are granted to all other end users in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies, users and their contractors.

(j)   Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages

would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k)   Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed in electronic form (or signed and scanned into electronic form) and shall be just as valid and enforceable as any original wet-ink signed version thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Approved and Accepted By:

Interpersonal Frequency LLC   CLIENT

By: _____   By: _____
Harish R. Rao, CEO   Lynne Miller, Mayor

Title: _CEO_____   Title: _____

Date: _2/14/2019_____   Date: _____

                                                     Attest:

                                                     _____
                                                     City Clerk

Approved by the City Attorney on

_____ , 2019.

_____

EXHIBIT A: STATEMENT OF WORK

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement. An I.F. "Quote & Order Form for Services or Software Subscription" may replace this form of "Exhibit A."

A.   DESCRIPTION OF SERVICES

[DESCRIPTION]

B.   FEES

[FEES AND CORRESPONDING SUBSCRIPTION PERIOD LENGTH, PAYMENT REQUIREMENTS, INCLUDING INVOICING AND ANY RENEWAL FEE NOTIFICATION PROCESS OR RENEWAL FEE INCREASE LIMITATIONS.]

C.   AUTHORIZED USERS:

 [NUMBER]]

D.   THIRD-PARTY PRODUCTS:

[DESCRIPTION, FLOW THROUGH PROVISIONS, URL LINKS TO LICENSES.]]

EXHIBIT B: PREMIER SERVICE LEVEL AGREEMENT; SUPPORT & MAINTENANCE TERMS

This Service Level Agreement is integrated into and made a part of the Agreement and outlines the level of service that I.F. will provide in the event of outages, standard maintenance, scheduled maintenance and other issues with Client's hosted website.

Interpersonal Frequency (I.F.) will provide Client with our Fulcrum cloud server based SaaS hosting, managed Drupal (version 7 or 8) CMS, necessary technical and support infrastructure, and the service levels detailed on the following pages, for a single website (or websites defined in Exhibit A). Domain Name Services (DNS), domain name registration fees, and security certificates for encrypted communication are not included (with the exception of LetsEncrypt.org automated certificates provisioned by I.F.). Additional websites or sub-domains not specified in Exhibit A are excluded and will be removed or suspended if detected unless previously authorized by I.F. in writing.

Fulcrum Cloud Services: Managed Hosting with Drupal CMS Care

The following sections cover Standard Maintenance, Scheduled Maintenance and Emergency Maintenance of the SaaS Services. With certain exceptions described below, each of these forms of maintenance are included with your Fulcrum SaaS subscription over the period specified.

Standard Maintenance

This is routine and necessary maintenance that is done in a way that does not interfere with Client's normal web server operations. This type of maintenance is done on a regular basis. I.F. prioritizes such maintenance based on Client's needs each month and includes:

- examining and rotating server and web log files
- checking automated backups, both of the site & database(s)
- applying standard operating system security patches
- applying standard operating system bug fixes
- applying infrastructure layer patches (PHP, cache, db, etc.)
- applying standard Drupal core CMS security updates

In the event there are critical patches that affect our operational security, either at the operating system level or at the Drupal CMS level, I.F. may elect to patch those components through our standard maintenance process at any time in our discretion. However, these are typically part of our Scheduled Maintenance (see below). Standard maintenance covers application and database issues. Backups are done automatically, with a typical minimum of one backup per day (and hourly on the production database).

I.F. follows best practices for installing maintenance updates regularly on the test/staging server first before "pushing" these updates to the live servers. I.F. may request Client to review updates on the testing environment prior to going live. We reserve the right to deploy these types of patches without Client review.

Scheduled Maintenance: Covered by Separate I.F. Support Plan

Scheduled Maintenance is a higher level of maintenance, where I.F. engineers make preventive or corrective modifications to the configuration of the server or web applications (e.g., Drupal CMS). SCHEDULED MAINTENANCE AS DESCRIBED BELOW IS NOT INCLUDED IN OUR FULCRUM SAAS SUBSCRIPTION. Scheduled maintenance is often part of an (optional) I.F. support plan. In any event, YOU ARE REQUIRED TO PERFORM (OR ALLOW TO BE PERFORMED) SCHEDULED MAINTENANCE, including but not limited to the tasks below. Failure to do so means we may suspend your service to ensure overall system integrity or security.

Tasks include, but are not limited to:
- applying Drupal CMS module updates
- applying Drupal minor version upgrades (e.g., Drupal 8.1 to Drupal 8.2)
- applying patches to custom software / applications, including custom Drupal Modules and third-party applications
- upgrading server software packages (e.g., PHP major version upgrades)
- major modifications to cloud server configuration (e.g., adding RAM/memory)
- major modifications to the operating system

Because such maintenance tasks are inherently riskier, these tasks are normally scheduled to occur outside of regular operating hours (see below). I.F. normally provides at least two days' notice to affected clients for Scheduled Maintenance. Such maintenance down time does not count against our uptime guarantee. This policy exists to protect our client's interests and the integrity of the software and hardware installation. A client may request that scheduled maintenance occur during business hours if the maintenance is specific to the client or on a Fulcrum dedicated subscription; if this is requested, we require our clients to submit an email to confirm, as this is outside of I.F.'s policy. I.F. reserves the right to conduct scheduled maintenance at any time, in its discretion, should overall system stability be threatened.

Emergency Maintenance

Emergency Maintenance is performed by I.F. engineers in the event of an "Critical-High-Urgent" emergency, see definition under Response Time Goals section below. There are two types of emergencies: controllable and uncontrollable.

- Controllable emergencies are emergencies where our client commits an error that is largely preventable. Examples of such errors include but are not limited to bypassing restrictions of the CMS; client engineers performing code updates that were not tested; uploading very large files that are not optimized for the web; DNS changes made without at least two (2) advance day notification to I.F.; or denying the installation of a required security patch.
- Uncontrollable emergencies are emergencies that are largely out of the control of either the client or I.F., such as a break in internet connectivity or Distributed Denial-of-Service condition.

Both types of emergencies are covered by I.F. SLA response times (see below).

Hours of Operation

Interpersonal Frequency uses servers and resources solely in the continental United States of America, except for any Content Delivery network (CDN) we may provide. The client is required to contact I.F. via authorized means for the response time commitments to apply: via an email address or toll-free phone number with a logged ticket. I.F. representatives will respond to non-critical client requests for support within in 1 hour during business hours, and by 9 a.m. ET the next business day for non-critical requests submitted outside of business hours. See our response time goals below. Business hours for I.F. are Monday - Friday, excluding Federal holidays, 9am ET - 5pm ET for our U.S. clients based in the Eastern or Central time zones, and 9am – 5pm PT for customers in the Mountain or Pacific time zones.

Getting Support for Fulcrum SaaS or for I.F. Support Plans

In order to obtain support, an authorized contact must send a support email to _support@ifsight.com_ (preferred) or, in an emergency, call toll-free 844-311-iFiF. You must always first make use of our dedicated toll-free telephone number and/or support email prior to calling any individual I.F. employees for our SLA commitments to apply. We make use of ticket tracking software to assist in tracking service requests. I.F. will release information and perform work requested to only to designated, pre-authorized individuals at each client. It is the client's responsibility to update I.F. with the correct authorized users, to include email address and mobile numbers, by having an existing authorized contact email I.F. support at the address above with any changes.

Uptime Commitment and Exclusions

Subject to the provisions of Section 3 (as to our Cloud Provider) and the other terms and conditions of the Agreement, our goal is for our SaaS hosting environment to provide an uptime of 99.95% for public (anonymous) site users and 99.9% for content editors/administrators on a rolling ninety-day basis. These guarantees exclude any Cloud Provider exclusions plus the following conditions:

- Scheduled maintenance;
- Issues caused by user error or by client-specific third-party integrations including controllable emergencies (see definition below);
- Denial-of-Service (DoS) conditions. DoS is defined as a condition where total inbound bandwidth to our CDN (if applicable) or Fulcrum origin servers unexpectedly (i.e., without notifying I.F. support 24 hours in advance) exceeds 120% of the previous 30-days' 90th percentile bandwidth, measured in Gbps;
- DoS-like conditions caused by a customer's unauthorized or inadvertent actions, including but not limited to penetration testing of Fulcrum systems ("pentesting") or other customer error such as excessive queries by an external service or insufficient operating limits of a Client-provided Third-Party service;
- External conditions which exceed normal and allocated operating limit;
- DNS (domain name server) issues, including customer DNS downtime;
- Previously unauthorized testing, scanning, port-scanning, and client security testing; you must notify I.F. one week (5 business days) in advance to conduct such testing, and such testing is subject to I.F. Cloud Provider and I.F. approval at its sole discretion.

I.F. shall have the right, in its sole discretion, to ban IP addresses and/or restrict traffic in order to maintain system stability if any of the above are detected or if the Cloud Provider takes any other remedial actions permitted under its terms of service. Our uptime commitment is only in effect if payment(s) for hosting are up-to-date. Optional Apache Solr or Elasticsearch service which may be included in your Premier Fulcrum hosting are excluded from our uptime commitment. nt.

Emergency Service Conditions

This Agreement includes the following levels of emergency service:

- Uncontrollable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, I.F. will work to mitigate or fix any issues caused by increased traffic, denial-of-service attack, or other server or network based issues as quickly as possible. There is no additional charge above the standard monthly fee agreement so long as these issues are not caused by any change from the client or its contractors who have been authorized to work on Fulcrum Cloud Services or-related third party systems.
- Controllable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, a controllable emergency is any issue that could be corrected through the regular management admin interface and related web based interfaces available to the client. This includes, but is not limited to, issues that could be corrected by un-publishing content due to formatting issues, poorly formatted database queries caused by non-I.F. engineers on database(s), programming errors introduced by the client or by third-party tools and APIs integrated with the clients' website, or site usage/bandwidth exceeding allocated amounts (defined below), and unavailability relating to malware, viruses, Trojan horses, and/or malicious code that was introduced by the client directly or indirectly, and client DNS outage or usage of the site as a file server.

I.F. technicians will respond to "Critical/High/Urgent" emergencies (see definitions under "Response Time Goals" section below) issues within 1 (one) hour during regular business hours. You must notify us if you detect an issue via the modes identified in the earlier "Getting Support for Fulcrum SaaS or for I.F. Support Plans" section for our response times to apply. I.F. strives to respond more quickly than these time frames; these are our minimum commitments. I.F. engineers will determine if an outage or issue is an uncontrollable or controllable emergency based on overall hosting system availability for all I.F. clients; if no other clients are experiencing related or similar issues, we will preliminarily judge the issue to be "controllable." In any case, our first priority is to resolve any critical or emergency issues. After resolution, I.F. will perform a "root cause" analysis, which will provide information on why the failure occurred and how to prevent it in the future. If necessary, the root cause analysis will also judge the critical or emergency issue as "controllable" or "uncontrollable."

Response Time Goals

Criticality	Description	Response Time	Resolution Time Objective
Critical - High - Urgent	The production environment is unavailable for a large number of anonymous users or authenticated users or the Client's business operations are severely impacted with no available workaround	Under 1 hour	1 hour
Medium	The production environment is operating but an issue is causing disruption of business operations and any workarounds are insufficient; dev/testing/train environment are severely degraded affecting authenticated user access (e.g., content authors, developers).	1 hour during business hours; 2 hours otherwise	4 business hours
Low	All environments are operating, but the issue is inconveniencing a minority of public or authenticated users	2 hours during business hours; next business morning otherwise	5 business days

The above service response times and Recovery Time Objectives are our commitments, subject only to any constraints or limitations imposed by our Cloud Provider. I.F. makes every commercially reasonable effort to respond and resolve issues as quickly as possible. In general, we can respond to most Critical systems issues within five minutes.

During weekends, US Federal holiday, and evening hours, an emergency response fee of $500 will be charged per incident and added to your hosting invoice should the incident be deemed a controllable emergency. This is in addition to any regular fees you pay for hosting. There is no charge (above the standard fee) for non-emergency issues responded to during normal business hours.

Escalation: In case of any kind of emergency issue that causes an outage, we automatically escalate to a supervising engineer after one hour (or faster if no relevant issues are seen). If the senior engineer cannot find the cause after one hour, it will be escalated to the network provider and, if necessary, the Cloud Provider.

Monitoring: I.F. uses commercially reasonable means to monitor our Cloud Services performance and Client site status. IT IS YOUR RESPONSIBILITY TO REPORT ISSUES TO I.F. VIA THE PREVIOUSLY DEFINED EMAIL AND/OR PHONE NUMBER FOR OUR SERVICE COMMITMENTS TO APPLY. These systems automatically notify us of many possible issues. We reserve the right to deactivate or discontinue the use of any/all I.F. monitoring or alarms caused by intermittent issues unresolved by the Client, including Client DNS issues or API-limit issues causing throttling of Client-provided Third Party Services, at any time and suspend our uptime guarantee until such issues are remediated by the Client to the satisfaction of I.F, in its sole

judgement.

Service Credit

I.F. strives to ensure that all the web properties we manage are accessible at all times. There are circumstances, both in and outside of our control that may cause interruptions of service. Our systems are monitored 24 hours a day through automated systems continuously, and our technicians are paged immediately upon any monitoring alerts. Should we be alerted to a problem, we will begin work during business hours and continue to work beyond regular business hours with no extra charge to Client. In the unlikely event that we are unable to meet our response time guarantee or our server uptime guarantee for reasons within our control (excluding those caused by Cloud Provider), I.F. will credit a pro rata amount. The amount of proration will be based on the formula: (Fulcrum Managed Cloud Hosting Yearly Fee) / 12 (i.e., number of months in a year) = amount of Service Credit. The Service Credit will exclude any fee paid for non-Fulcrum items (e.g., Drupal Support hours/tickets, if applicable, the pro rata bundled cost of a Voice of Citizen® subscription, CDN subscription). This service credit will be issued against a subsequent hosting invoice (e.g., the next quarter or year depending on your billing setup). If the issue is a uncontrollable emergency and we fail to respond in within our Response Time, we will also not assess any emergency response fee. We will measure the total time of failure using our internal monitoring system. One such service credit is available per each one-year subscription period.

Infrastructure, Scaling, and Redundancy

We provide redundancy through I.F. and the Cloud Provider's architecture, and both I.F. and the Cloud Provider each maintain automated tools to facilitate recovery where redundancy is not feasible. We engage Cloud Providers with a cloud server footprint in multiple data centers to facilitate restoration in the event of a datacenter-level failure. We urge you to use redundant providers for upstream services like DNS which Fulcrum Cloud Services rely upon.

Database and File size

Client website's (database and files) are limited in space (detailed in the Fulcrum hosting quote you will receive and/or in Exhibit A Statement of Work). Client will be notified if more space is required and billed for at then prevailing rates. The maximum file size permitted on our Fulcrum Cloud Services is 256MB; we recommend files no larger than 15MB hosted on our systems for optimal performance. Some clients will receive the (optional, extra fee) Fulcrum Large File Uploads feature; for such clients, the maximum file size permitted is 5GB.

PageViews & Bandwidth

Web hosting includes up to a defined maximum per month (see your Fulcrum hosting quote or Exhibit A Statement of Work), and consistent overage in page views will require additional hosting fees. In addition, total bandwidth transfer to Fulcrum origin servers is limited to 2TB (both inbound and outbound) each month. Our optional Cloudflare CDN/WAF/DDoS Third-Party service has virtually unlimited bandwidth for public / anonymous users included. We reserve the right to manage traffic across our upstream networks to protect our operations, including restricting traffic and/or IPs. VIDEOS ARE NOT ALLOWED TO BE HOSTED DIRECTLY ON OUR FULCRUM ARCHITECTURE; WE REQUIRE OUR CLIENTS TO USE A THIRD PARTY SERVICE (E.G., YOUTUBE) FOR VIDEO FILES. Should peak usage conditions require I.F. to horizontally or

vertically scale origin server resources, I.F. will provision necessary resources to protect system integrity and invoice the Client at our cost + 20%.

Backups

Fulcrum automatically makes encrypted hourly backups of content, and encrypted daily backups of file information and code repositories on production ("live") systems. Data restoration requests must be made to I.F. support via email and will be prioritized accordingly. Excessive requests (beyond one such request per calendar month) shall be billed at the then-prevalent DevOps engineering rate per quarter-hour thereof. Non-production environment backups (e.g., for development, testing, or training servers) are done daily. The client can elect to make and download a backup at any time in any environment via Fulcrum GUI. You may download any backup at any time to your own systems. Retention of backups from production and other environments is on a rolling 7-day basis, with the oldest backups automatically deleted. Clients may elect, contingent on an extra fee, for the Fulcrum 6 Month backup retention feature. For such clients, one (1) weekly backup is preserved each week for 6 Months, on a rolling basis, and beyond the normal 7-day basis retention.

Infrastructure

The collective infrastructure of I.F. and its Cloud Provider provides burst capacity to millions of anonymous users, which will be able to handle the typical traffic on the client's website. The hosting fee includes security updates for the Drupal CMS but not major/minor revision upgrades (e.g., Drupal version 7 to Drupal version 8). Such upgrades are handled via an optional I.F. support plan if desired. Our fee does include I.F. or Cloud Provider hosting infrastructure upgrades (e.g., hardware, operating system, etc.) as needed. I.F. reserves the right to adjust cache times (i.e., content publishing cache) to ensure client site operability.

Voice of Patron®/Voice of Citizen® SaaS analytics service

Premier SLA customers may receive a subscription to our Voice of Patron® (for public libraries) or Voice of Citizen® (for civic government) service, with semi-annual reporting (i.e., two (2) reports per year) and insights collection, included with their Fulcrum SaaS subscription. This technology collects analytics about your web users via an active (survey)-based system and passive (behavioral/clickstream) system. Please see related Privacy Policy and Terms of Service.

Drupal Support from our Solutions Engineering Team

In addition to Drupal CMS Care, which is a part of our Fulcrum SaaS services, we may provide you with an I.F. Support contract. Support Contract tickets/hours are separate from Drupal CMS maintenance services. However, you will contact the I.F. Solutions Engineering Team through the same toll-free phone and email address as you would for Fulcrum-related questions. Drupal Support contract response times are different than Fulcrum cloud services response times and negotiated separately as part of your Support contract.

This Service Level Agreement (SLA) is subject to change at any time, in our discretion, and such changes or amendments will automatically apply to the Agreement and to this Exhibit B.

Disaster Recovery

I.F. provides superior service level guarantees on network uptime, infrastructure availability and

server failure replacements, subject to the terms of use of our Cloud Provider. These high level service commitments are augmented with a high- availability backup placed in a separate data center of the Cloud Provider.

Network Outage Scenario

In the event of a prolonged network outage does not prevent us from, and at Client's written request, I.F. will move the client web site / systems to another facility. The website and data will be recovered from the most recent available known-good backup of the site, and moved to a separate hosting provider once the new infrastructure has been made available to I.F. engineers. Migration to the new Cloud Provider or alternative facility will be billed at the then current I.F. billing rates (if an I.F. support plan is not already in place), and the hosting costs of the new servers are the responsibility of the client.

Severe Cloud Server or Infrastructure Failure Scenario

In the event of a severe server or infrastructure failure whereupon the client's website or applications are rendered unreachable, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the clients' website from the most recent "good" backup upon provisioning by I.F. of new servers. This will be done at no additional charge to the client so long as it is not the result of a controllable emergency issue, as defined above.

Data Center Disaster Scenario

In the unlikely event of a natural or man-made disaster that disables the entire data facility within which our clients' website(s) reside, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the client's web site, at the client's request, to an unaffected data center, assuming that the backup is recoverable from the affected data facility. (I.F. standard policy is to have one backup of a client's website and data in a physically separate facility from the main facility.) Migration to a new Cloud Provider or Cloud Provider hosting facility will be billed at then-current I.F. billing rates, and the hosting costs of the new servers are the responsibility of the client. The client's website may be restored from a backup to a secondary Cloud Provider site at no charge.

Security for Fulcrum Cloud Services & SaaS Services

Fulcrum is designed specifically as an enterprise government Drupal web platform and uses a security first approach. Subject to the terms of use of our Cloud Provider, Fulcrum provides a secure platform where I.F. customers may develop and maintain highly-available, secure websites. Subject to the terms of use of our Cloud Provider, I.F. manages, monitors, and secures the environment where our customer websites run including the operating system and LEMP (Linux, Nginx, MySQL, PHP) stack and network layers. Additionally, I.F. provides tools to manage this system.

Subject to the terms of use of our Cloud Provider, I.F. will protect our customers' Drupal installation with secure infrastructure, appropriately configured access to resources, and industry-leading best practices around updates and managing data. Fulcrum provides:

- Docker-container based architecture, wherein every component is isolated and treated from a least-trust model where possible
- Denial of Service Protection via Cloudflare (or similar) DDoS protection (optional), WAF, and Amazon AWS load balancer/IP means
- Automated security monitoring on the Fulcrum origin servers
- HTTPS with End-to-end encryption (the client is responsible for providing security certificate(s) unless LetsEncrypt.org service is used, as recommended)
- IP-whitelisting via Fulcrum Zuul, Fulcrum Streamlined Whitelist (FSW) and optional MFA (multi-factor access)
- Role-based permissions
- Automated encrypted backup and retention, including hourly backups of production environment database (Note: restoration requires a support ticket to I.F. support)
- Secure code and database access via version control and other means (Note: I.F. does not provide direct database access to Fulcrum SaaS Services)
- Secure Cloud Provider data centers that are SOC 2 Type II and/or ISO 27001 certified; optional GovCloud FISMA/FedRamp environment available though not recommended for I.F. non-U.S. Government customers).

The architecture is run as though no single component can be trusted by ensuring isolation between components. The Fulcrum infrastructure is built on a container-based architecture (Docker), which can be run in both the public cloud (AWS) as well as a private cloud environment (e.g., the clients' Tier 1 data center). Containers allow partitioning into isolated areas where individual applications (e.g., web server, Varnish cache, etc.) can run virtually independently. The Fulcrum infrastructure isolates resources while making it simple to scale and deploy updates across the entire infrastructure readily. We support encryption including TLS. The Fulcrum architecture uses the Amazon Aurora distributed file system in the cloud, leveraging either Amazon's Elastic File Store (EFS), or when configured in a client data center, Gluster FS bricks. Database services are also clustered, using Amazon's Aurora distributed database service (in the cloud) or MariaDB Galera Cluster in a client data center. Resources are accessed over encrypted channels using client-server authentication. Fulcrum core infrastructure will never be directly accessible by the public (and its BGP origin protected) by our optional Cloudflare service. This means that DDoS and other types of router-based attacks more difficult. All of these features

combined together is why we (in conjunction with our Cloud Provider) can offer a 99.95% public uptime.

Security Monitoring & Network Intrusion Protection

I.F. runs a multitude of automated and other checks in real time of its Fulcrum cloud-hosted environment, made available to our DevOps team via the Amazon Cloudwatch service. These systems allow logging and auditing of activities via monitoring tools like New Relic. I.F. uses AWS security groups and public/private key as the only way a Fulcrum admin can access a server for administration level access (command line access). Traffic is tunneled to origin servers, preventing circumvention of request validation, filtering, and caching. The public/private key security infrastructure runs for any services available from our Fulcrum GUI, Fulcrum Deploy, and Fulcrum Hinge workflow. At the container layer, our infrastructure detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are collected and analyzed.

Denial of Service Protection

I.F. works with Amazon (or other Cloud Provider) and CloudFlare (or similar Third-Party Product, if CDN/WAF/DDoS protection is selected) to provide management of denial-of-service attacks, filtering ongoing attacks and isolating traffic streams through Cloud Provider load balancers for each production (live) site and the production environment. Our CDN/WAF/DDoS services (which are optional) include BGP origin protection, making it challenging for public users to uncover the Fulcrum origin IPs. Fulcrum is designed from the ground-up to mitigate malicious bot attacks. Our solution's optional CDN/WAF/DDoS provides significant protections against Botnet attacks (layer 3, 4, and 7 OSI-model attacks), as well as BGP origin protection. I.F. and its Cloud Provider defend, host and defend some of the largest government customers in the United States. We are confident of providing you a highly available platform should you select our Fulcrum with CDN/WAF/DDoS Cloud Services.

Data Center Security

I.F.'s primary data centers are with Amazon Web Services (AWS), which provides 24/7 direct support on any issue. Access to data centers is granted though both keycard and biometric scanning protocols, and protected by round-the-clock surveillance monitoring. Every AWS data center employee undergoes a thorough background security check before hiring. The I.F. team does not have access to physical servers except those that may be provided by a client at a DR facility should you so choose (which is not a standard part of Fulcrum Cloud Services).

I.F. Employee Administrative Access

We grant access according to least privilege. Authorized employees can interact with servers via a secure system without terminal access—and if they must, SSH-key based authentication is used (no direct SSH to Fulcrum SaaS is possible; a bastion server is used). All I.F. DevOps and Drupal engineering employees, including the core team and Drupal Solutions Engineers, have undergone rigorous background checks. Our team is chosen and trained specifically for the needs of security conscious U.S.-based government customers.

Releasing Patches and Updates

I.F. and its Cloud Provider manage each dedicated Fulcrum instance for large customers individually, including the patch and update schedule. I.F. and its Cloud Provider continually deploys new container and upgrades to the infrastructure in the background, including the latest supported kernel, OS, and packages. Containers are migrated to the updated instances automatically and the older systems are retired. I.F. uses Ansible & Chef to help automate server changes, update containers, and prevent human errors on system updates and configuration changes. Core CMS application updates and security patches are tested internally by the dedicated I.F. Drupal Solutions Engineering team before the client's staff is asked to verify; once verification is complete, you authorize the release to production (of Drupal application updates). We and our Cloud Provider reserve the right to deploy system and application patches to protect the integrity of the system at will. We will make reasonable efforts to seek your approval prior to patch deployment.

Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to

supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via email, support@ifsight.com, to access your information or to contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).

Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to Client ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations. Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU

WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any of these Terms or out Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to

you in any form and you will have no further right to access any of the foregoing.

Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "un-used service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization's and use your organization's logo) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

Fee Structure (over 2 years)

Milestones, Timing, Deliverables, & Project Fees (Year 1): $201,000

The table below describes key deliverables and fees due upon delivery of milestones.

Milestones & Deliverables	Timing	Milestone Fees
Phase 1: Research, Discovery, & Project Planning		
Milestone 1: - Voice of Citizen® Code provided to Client - IDI scheduling initiated	Month 1	$12,200
Milestone 2: - Fulcrum Environments Setup (Dev, Test, Train, Beta) - **Cloudflare CDN/DDoS/WAF**	Month 2	$18,000 + $8,000 = $26,000
Phase 2: Design, Content Staging, Technical Definition		
Milestone 3: - Project Plan Delivered (Communication Plan & Project Schedule) - Kickoff Workshop Complete (in-person option) - Content Manifest Delivered/Trained - Wireframes delivered	Month 3	$24,400
Milestone 4: - Design Approvals Initiated - Tech Scope Review/Approval - Development Begins	Month 4	$12,200
Phase 3: Development, Content Migration, Training, Testing		
Milestone 5: - Content Staging: Content Templates - Content Strategy meeting conducted - IA Buildout in Drupal	Month 5	$12,200
Milestone 6: - **Content Editor Training (in-person option)** - **Access to Drupal Environment for Content Entry** - **Optional Content Migration Services**	Month 7	$24,400

Phase 4: Testing, Launch, Bug Fix Sprint		
Milestone 7: - **Primary Feature Development Complete** - **Ready for Sitewide Client Testing**	Month 8	$12,200
Milestone 8: - **Go/No Go** - **Site Launch**	Month 9	$24,400
Milestone 9: - End of Bug Fix Sprint - Transition Solutions & Support (Realize-level) - Initiate Solutions & Support Plan	Month 10	$53,000

Additional add-ons available: $5,000 one-time fee for Fulcrum large file upload functionality.

Project Fees (Year 2): $42,750

Year 2 Fees		
Fulcrum Web Hosting - **With Cloudflare**	Month 12	$18,900 + $8,400 = $27,300
Solutions and Support (Sustain-Level)	Month 12	$15,450

Fee Structure Options

Option 1: One Year

- Full Project Implementation Only (year 1): $122,000
- Additional Costs:
  - Fulcrum Web Hosting with Cloudflare (year 1): $26,000
  - Solutions and Support (Realize-Level) (year 1): $53,000
- Total Project costs (year 1): $201,000

Option 2: Two Years

- Full Project implementation (year 1): $122,000
- Fulcrum Web Hosting with Cloudflare (2 years): $53,300
  - Solutions and Support (Realize-Level for year 1, Sustain-Level for year 2) (2 years): $68,450
- Total Project costs (over 2 years): $243,750