CITY OF ST. PETERSBURG
TECHNOLOGY PURCHASE AGREEMENT

This technology purchase agreement (as may be amended from time-to-time, the "**Agreement**") is made on (date) _____ between the CITY OF ST. PETERSBURG, a Florida municipal corporation, (the "**City**") and (contractor name) _____, a (state and entity type, along with DBA name, if any) _____, (the "**Contractor**").

ARTICLE 1
BASIC PROVISIONS

1.1 General Definitions.

(a) "**City Content**" means any information, data, or other content that is (i) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the City to or through the System or (ii) collected, downloaded, or otherwise received by the Contractor pursuant to this Agreement or at the request or instruction of the City. Any output, copy, reproduction, improvement, modification, adaptation, translation, or other derivative work of, based on, derived from, or otherwise using any City Content is also considered to be City Content.

(b) "**Deliverable**" means any Hardware, Software, Update, Documentation, Service, or other tangible or intangible item that the Contractor is obligated to provide under this Agreement.

(c) "**Deliverable Specifications**" means the document attached as appendix B.

(d) "**Documentation**" means any documentation related to the System that is provided by the Contractor under this Agreement, whether in printed or electronic form, and including documentation or describing the specifications or expected operation of the System.

(e) "**Fee**" means an Implementation Fee or a Usage Fee, as each is defined in article 2.

(f) "**Fee Schedule**" means the document attached as appendix A.

(g) "**Firmware**" means any computer code embedded in Hardware for the purpose of operating or controlling that Hardware or allowing that Hardware to interact with Non-System Equipment.

(h) "**Hardware**" means any server, desktop computer, mobile device, peripheral, data storage, cable, adapter, dongle, or other tangible equipment that is provided by the Contractor

pursuant to this Agreement. Hardware does not include any equipment used for the provision of Hosting Services.

(i) "**Hosted Content**" means City Content that is processed, stored, or otherwise handled by the Hosted Software or Hosting Services.

(j) "**Hosted Software**" means any Software that is computing, storage, or other software that is provided as a service to the City through the internet, including but not limited to any cloud-based server, browser-based application, or other computer code running on a non-City computer and accessed through a web service or other internet protocol.

(k) "**Hosting and Support SOW**" means, collectively, the documents attached as appendix D.

(l) "**Hosting Service**" means any hosting, management, operation, data storage, or other service provided by the Contractor that allows the City to access and use Hosted Software.

(m) "**Implementation Fee**" has the meaning provided in section 2.2.

(n) "**Implementation Service**" means any service of the Contractor required under this Agreement to deliver the System to the City during the Implementation Term.

(o) "**Implementation SOW**" means the document attached as appendix C.

(p) "**Intellectual Property**" means (i) any copyright, patent, trademark, trade secret, or other form of intellectual property right, regardless of jurisdiction, and (ii) any application, registration, or renewal for any such a right, regardless of jurisdiction.

(q) "**License**" means the grant of a license or other right for the City to use every Deliverable that embodies Intellectual Property, as more particularly defined in section 4.1.

(r) "**Local Software**" means any Software that is not Hosted Software.

(s) "**Non-System Equipment**" means any City-owned or -controlled hardware, software, firmware, system, computer network, or other equipment (regardless of manufacturer) that is not a part of the System but that is used to access the System or is otherwise connected to the System at any given time.

(t) "**Scope of Work**" means, collectively, the Deliverable Specifications, the Implementation SOW, and the Hosting and Support SOW.

(u) "**Security Issue**" means a Security Vulnerability that the Contractor has actual or constructive knowledge of.

(v) "**Security Vulnerability**" means any vulnerability, exploit, malware, security breach, or unauthorized access (i) that could adversely affect or result in the unauthorized use of a Deliverable or any Non-System Equipment or (ii) that could expose any City Content to unauthorized access, modification, deletion, encryption, or disclosure.

(w) "**Sensitive City Content**" means City Content (i) that is a City Confidential Record, as defined in subsection 8.2(c), or (ii) that permits the identity of a person to be directly or indirectly inferred (including any other information that is linked or linkable to that person) and if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to that person.

(x) "**Service**" means any Implementation Service, Support Service, or Hosting Service unless context clearly indicates otherwise.

(y) "**Software**" means any computer code provided by the Contractor under this Agreement, regardless of where that computer code is run, including any server, desktop computer, mobile device, or Hardware. Accordingly, this term includes computer code utilized in any Hosted Software and any Firmware. But this term does not include computer code utilized in Non-System Equipment (e.g., browser software on a City-owned desktop computer that is used to access Hosted Software).

(z) "**Support Service**" means any service for support of the System that is provided by the Contractor under this Agreement following completion of the Implementation Services and that is not Hosting Service.

(aa) "**System**" means the combination of Deliverables that, functioning together, make up the technology system implemented and supported by the Contractor pursuant to this Agreement.

(bb) "**Update**" means any error correction, patch, update, revision, fix, upgrade, new release, or other change to any Software that is implemented at any time following the City's initial acceptance of the Software receiving that Update.

(cc) "**Usage Fee**" had the meaning provided in 2.3.

1.2 Term of Agreement. This Agreement will become effective when this document has been signed by all parties, as of the date stated in the introductory clause. Once effective, this Agreement will continue in effect for an Implementation Term and one or more Usage Terms (collectively, the "**Term**") as follows:

(a) The "**Implementation Term**" will commence on the Effective Date and end on the date on which the City completes acceptance of all Implementation Services.

(b) The Implementation Term will be followed without interruption by an Initial Usage Term and one or more Renewal Usage Terms (each, a "**Usage Term**") in accordance with the following:

(1) An "**Initial Usage Term**" begins automatically on the day following the Implementation Term and runs for a period of _____ year(s).

(2) The parties shall document the date on which the City completed acceptance of the Implementation Services through execution of a memorandum in substantially the same form as the document attached to this Agreement as appendix F, which will supplement this Agreement for the purpose of conclusively establishing the dates of the Initial Usage Term.

(3) Following the Initial Usage Term, the parties may, through mutual agreement, renew this Agreement for an indefinite number of successive one-year Usage Terms (each a "**Renewal Usage Term**"). Such mutual agreement may be effectuated through the combination of a Contractor proposal for that Renewal Usage Term and a City Form accepting that proposal.

(c) At the start of each Usage Term, this Agreement will continue under the terms in effect at the conclusion of the preceding Implementation Term or Usage Term unless modified as follows:

(1) For a Renewal Usage Term, if the only change to this Agreement is a Usage Fee modified in accordance with subsection 2.3(b), the City may accept that change through a City Form approving that Renewal Usage Term.

(2) Otherwise, any other change to this Agreement going into effect upon the start of a Usage Term must be approved through an amendment to this Agreement.

1.3 Components of This Agreement. This Agreement is composed of the following documents, which may be attached directly or incorporated by reference:

(a) This document.

(b) Each appendix to this document.

(c) The following documents related to the City solicitation underlying this Agreement, each of which is hereby incorporated by reference, to the extent that it exists:

(1) The City's solicitation (as may have been amended from time-to-time).

(2) The Contractor's best and final offer, if any.

(3) Questions & clarifications, if any.

(4) The Contractor's response to the City's solicitation.

1.4 Conflict. In the event of a conflict between any provisions of this Agreement, the following rules will be used to resolve that conflict, listed in order of descending priority. Unless otherwise specified, each rule applies without regard to whether a document is attached or incorporated by reference.

(a) A provision in a document that is listed higher in section 1.3 will supersede a conflicting provision in a document that is listed lower.

(b) A provision in a document specific to the subject matter of this Agreement will supersede a conflicting provision in a generic document that applies to multiple transactions (e.g., a standard form of the Contractor).

(c) A Third-Party IP Obligation applies only with respect to the applicable Third-Party IP (as those terms are defined in section 4.3) and is subordinate to all other provisions of this Agreement for all other purposes of this Agreement.

(d) If both documents are expressly dated, a provision in a more recent document will supersede a conflicting provision in an older document.

(e) With respect to conflict between provisions in different appendices to this document, the order of attachment establishes the order of priority (e.g., appendix A supersedes appendix B).

1.5 City Forms. The City may issue standard-form documents for the purpose of exercising its rights under this Agreement (each a "**City Form**") in accordance with the following:

(a) The City may issue any number of City Forms, alone or in combination, to exercise any right available to it under this Agreement (e.g., exercising an option to purchase a Deliverable or to renew this Agreement for an additional Term), and a City Form is subject to the terms of this Agreement regardless of whether that City Form expressly incorporates or refers to this Agreement.

(b) A City Form may take the form of a blanket purchase agreement, contract purchase agreement, purchase order, or any other standard-form document issued by or through a City administrative system or procedure, and it includes any document that is attached or

incorporated by reference (e.g., a Contractor proposal for a Renewal Usage Term with a new Usage Fee).

(c) A City Form that effectuates a Renewal Usage Term may include Fees that have been increased in accordance with section 2.3(b). Otherwise, a City Form is not effective as an amendment to this Agreement, and the parties acknowledge that the following provisions in a City Form are void: (i) any provision that is inconsistent with this Agreement and (ii) any provision that purports to incorporate new terms and conditions through a URL. For example, if a City purchase order incorporated a Contractor proposal that contained dates of a Renewal Usage Term, pricing for that Renewal Usage Term that was consistent with section 2.3(b), and URL leading to Contractor's standard contractual terms not already included in this Agreement, the dates and pricing in that proposal would apply to the Renewal Usage Term, but the contractual terms identified by the URL would not.

(d) Termination of this Agreement terminates any City Form in effect at that time.

1.6 Conditional Applicability for Certain Types of Deliverables. The Contractor acknowledges (i) that this Agreement is a form prepared by the City for use in a variety of transactions and (ii) that provisions not applicable to this particular transaction may be severed from this Agreement as more particularly described in sections 5.1 (Hardware), 6.1 (Local Software), and 7.1 (Hosted Software).

ARTICLE 2
FEES

2.1 Fees, Generally. The City shall pay the Contractor through the combination of an Implementation Fee and a Usage Fee, as each is defined below. The amount and schedule for payment of each Fee is stated in the Fee Schedule, and except as otherwise provided in this Agreement, the City has no obligation to pay any Fee that exceeds the amount shown in the Fee Schedule or to pay any Fee more frequently than shown in the Fee Schedule. The amount of each Fee (and any other dollar amount set forth in this Agreement) is stated in U.S. Dollars unless otherwise indicated.

2.2 Implementation Fee. During the Implementation Term, the City shall pay the Contractor a comprehensive fee (the "**Implementation Fee**") that covers all of the following: (i) any Implementation Services; (ii) any Hardware; (iii) any aspect of the License that is perpetual; (iv) any aspect of the License that is limited to the Implementation Term; and (v) any Hosting Service provided during the Implementation Term. The Implementation Fee may not exceed the total amount shown in the Fee Schedule.

2.3 Usage Fee.

(a) During each Usage Term, the City shall pay the Contractor a recurring fee (the "**Usage Fee**") that covers all of the following: (i) any aspect of the License that is limited to that Term; (ii) all Hosting Services during that Term; and (iii) all Support Services during that Term. During the Initial Usage Term, the Usage Fee may not exceed the annual amount shown in the Fee Schedule.

(b) Any increase in Usage Fees for a Renewal Term is subject to the following:

(1) The Contractor acknowledges (i) that increasing Usage Fees may require approval by the St. Petersburg City Council, which is a time-consuming, legislative process; (ii) that failure to provide the City with sufficient notice to accommodate that process could prevent the City for obtaining the increased funding necessary to renew this Agreement; and (iii) that non-renewal due to an unexpected increase in Usage Fees would result in termination of this Agreement that would be abrupt, unplanned, and likely to cause significant damage to the City. Accordingly, if the Contractor does not notify the City of a proposed increase in the Usage Fee at least 90 days before the start of the applicable Renewal Term, the Contractor waives its right to increase the Usage Fee for that upcoming Renewal Term. Waiver under this provision occurs only with respect to the upcoming Renewal Term does not apply to any subsequent Renewal Term.

(2) The Contractor shall not propose any increase to the Usage Fee that would exceed 3% or that would result in a Usage Fee that exceeds the Contractor's then-current rate for comparable software and services.

2.4 Scope of Fees. Each Fee must include all out-of-pocket expenses required to comply with the terms of this Agreement, including transportation, mileage, lodging, meals. Except as specifically provided by this Agreement, the Contractor shall, at no additional cost to the City, furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish all Services, and the City shall not reimburse the Contractor for any out-of-pocket expenses unless specifically provided for in this Agreement. Except as provided in subsection 1.2(c)(1), no increase in any Fee will be effective unless made through an amendment to this Agreement.

2.5 Invoices and Payment. The City is obligated to pay the Contractor for performance under this Agreement only if the Contractor has submitted an invoice in accordance with the City's procedures for submission of such an invoice, and the City must be provided with at least 45 days to make payment under each invoice. Additionally, if an invoice covers performance (either directly, by the Contractor, or indirectly, through a third party) that fails to conform to this Agreement, the City may, with notice to the Contractor, withhold payment on that invoice until the City determines that the applicable non-conformance has been cured. During any period in which the City

withholds payment pursuant to this section, the Contractor shall not terminate, suspend, impair, degrade, or otherwise limit any Service or any right of the City to access to any Deliverable.

2.6 Non-Appropriation. The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given fiscal year (which runs from October 1 through September 30) to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that fiscal year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligations of the City pursuant to this Agreement. If sufficient legally available funds are not appropriated for this Agreement for a future fiscal year, then (i) the City will provide written notice to the Contractor as soon as reasonably practicable of such non-appropriation, and (ii) this Agreement will automatically terminate at the end of the final fiscal year for which funds were appropriated, unless this Agreement is earlier terminated as provided herein. Termination for non-appropriation pursuant to this paragraph will not relieve the City of any obligation to pay any amount due and payable in accordance with this Agreement prior to the effective date of such termination.

ARTICLE 3
SCOPE OF WORK

3.1 Implementation Term, Generally.

(a) During the Implementation Term, the Contractor shall perform all Implementation Services stated in the Implementation SOW and as otherwise necessary to ensure that the System delivered to the City meets or exceeds requirements of this Agreement.

(b) The Contractor warrants that the Implementation SOW provides for all Implementation Services necessary for implementation of the System, including all Implementation Services necessary for (i) project management and requirements gathering; (ii) installation, configuration, integration, data migration, and testing; and (iii) user training.

3.2 Usage Term, Generally.

(a) During the Usage Term, the Contractor shall perform all Hosting Services and Support Services stated in the Hosting and Support SOW and as otherwise necessary to ensure that the System continues to meet or exceed the requirements of this Agreement.

(b) The Contractor warrants that the Hosting and Support SOW provides for all Hosting Services and Support Services necessary for the City to use the System in accordance with this Agreement, including all services necessary to (i) maintain and provide access to up-to-

date Documentation; (ii) provide "help desk" support for the System; (iii) provide any Update needed to keep the System in compliance with the requirements set forth in this Agreement and the Documentation; and (iv) provide any Update that has been made generally available to other users of the System.

3.3 Acceptance of Deliverables. The following provisions apply to the City's acceptance of any Deliverable other than an Update to Hosted Software (which is governed by section 7.4):

(a) When the Contractor delivers a Deliverable to the City, the Contractor shall include with the Deliverable a document identifying the Deliverable and providing the City with any information necessary for the City to inspect and use the Deliverable.

(b) Following receipt of a Deliverable and the documentation required by the preceding subsection, the City shall inspect that Deliverable to determine whether it complies with this Agreement and accept or reject the Deliverable in accordance with the following:

(1) If the Deliverable conforms to this Agreement, the City shall accept that Deliverable and provide the Contractor with notice of acceptance. No testing, trial use, or other form of inspection of a Deliverable by the City prior to acceptance constitutes acceptance of that Deliverable or limits the City's right to reject the Deliverable.

(2) If the Deliverable does not conform to this Agreement, that non-conformance constitutes Breach by the Contractor (as defined in article 10), and the City's rejection of the Deliverable constitutes a notice of Breach under section 10.2.

3.4 Deadlines. The Contractor acknowledges that time is of the essence in performing any obligation of the Contractor subject to a deadline in this Agreement, including every milestone within a schedule included in the Scope of Work. Accordingly, the Contractor's failure to meet any deadline in this Agreement constitutes a Breach that must be cured in accordance with article 10, generally, and the following, specifically:

(a) The Breach may be cured by extending the applicable deadline to provide the Contractor with additional time to satisfy the applicable obligation. Extension of a deadline up to 90 days may be effectuated through mutual agreement of the parties and without amendment of this Agreement. Otherwise, any extension of a deadline in this Agreement requires amendment of this Agreement.

(b) If the City incurs any additional costs due to a delay that is attributable, in whole or in part, to the Contractor, the City may require, as a condition of curing the Breach, an amendment to this Agreement to compensate the City for those additional costs through a reduction in Fees or otherwise.

3.5 Deliverable Specifications.

(a) The Contractor shall ensure that the System operates in a manner that (i) meets or exceeds the Deliverable Specifications and any other requirement stated in this Agreement and (ii) is consistent with the Documentation. In the event of conflict, a requirement in this Agreement will take precedence over a requirement in the Documentation.

(b) The Contractor shall ensure that every Update (i) will maintain the ability of the System to meet or exceed the Deliverable Specifications and all other requirements of this Agreement; (ii) will not have an adverse impact on the overall performance and operation of the System; (iii) will be backwards compatible with the System unless otherwise agreed to by the parties; and (iv) will be backwards compatible with any applicable Non-System Equipment unless otherwise agreed to by the parties.

3.6 Service Standards.

(a) Generally, the Contractor shall provide each Service (i) in accordance with this Agreement; (ii) in an expedient, professional, and competent manner; and (iii) once the System (as a whole) has been accepted by the City, in a manner that allows the City to use the System without significant functional downtime to ongoing operations.

(b) The Contractor shall ensure that every person providing any Service to the City (including any employee of the Contractor or a third party acting on Contractor's behalf) will have skills and training that meet or exceed industry standards, and the Contractor shall replace any person providing the Service to the City if the City, in its sole discretion, determines either (i) that the person is incompetent, careless, unsuitable, objectionable, or otherwise does not comply with this obligation or (ii) that the person's involvement is contrary to the best interests of the City. Regardless of the reason for replacement, the Contractor's replacement must have reasonably sufficient skill, experience, and project knowledge to fulfill applicable obligations under this Agreement.

(c) The Contractor shall ensure that each Deliverable is created, provided, maintained, and supported in a manner that meets or exceeds industry standards and best practices for preventing a Security Vulnerability. If a Security Vulnerability becomes a Security Issue, the Contractor shall handle that Security Issue in accordance with section 3.7.

3.7 Security Issues. The existence of a Security Issue constitutes a Breach by the Contractor that must be cured in accordance with article 10, generally, and the following, specifically:

(a) The Contractor shall promptly notify the City of the Security Issue, and that notice must disclose the extent to which Sensitive City Content was or may have been disclosed. The

Contractor shall not delay that notice for purposes of performing any action required under subsection (b) and may delay that report only to the extent authorized by Law or needed to determine the general nature of the Security Issue. Contractor's notice under this subsection is effective to initiate the cure process in section 10.2 without any action by the City.

(b) The Contractor shall cure the Breach by eliminating the Security Issue in a manner that meets or exceeds industry standards, including any standard for the speed with which elimination of the Security Issue should occur, which supersedes the default period for cure in section 10.2.

(c) If, before completion of the actions required under subsection (b), the Contractor identifies any information that would assist the City in mitigating or otherwise responding to the Security Issue, the Contractor shall immediately provide that information to the City by email unless prohibited by Law from doing so.

(d) The Contractor shall not send notice of any Security Issue to any law enforcement agency, regulatory authority, user, or other person or entity for or on behalf of the City unless required to do so by Law or expressly requested to do so by the City. But if the City requests that the Contractor send any such notice, the Contractor shall prepare and send each such notice (i) in accordance with applicable requirements for timing and content under Law, which the Contractor acknowledges may vary depending on the residency of a person whose information is disclosed; (ii) at no expense to the City; and (iii) following review and approval of the notice and distribution list by the City.

(e) No more than 30 days after the Security Issue has been eliminated, the Contractor shall provide the City with a written root cause assessment and future incident mitigation plan that sets out details regarding the Contractor's investigation of the Security Issue. Upon the City's request, the Contractor shall provide a second, more in-depth investigation and results of its findings.

(f) If the City determines that the Security Issue was caused, in whole or in part, by any act or omission of the Contractor, the Contractor shall, as part of curing the Breach, reimburse the City for any cost or expense incurred by the City in responding to or remediating the Security Issue.

3.8 Approval of Third-Party Performance. Except as otherwise provided in section 5.2 (delivery of Hardware) or section 7.2 (provision of Hosting Services), the Contractor shall not utilize any third party to perform any of Contractor's obligations this Agreement without prior approval of the City, which may, in the City's sole discretion, be either withheld or granted subject to conditions. This prohibition applies without regard to the form of agreement between the Contractor and the third party (e.g., subcontract or otherwise) or the nature of the relationship between the

Contractor or the third party (e.g., agent, independent contractor, or otherwise). If the Contractor requests approval of a third party under this section, the Contractor shall provide the City with any information necessary for the City to evaluate that request.

3.9 Conditions for Third-Party Performance. If a third party performs any obligation of the Contractor under this Agreement, the following conditions apply, in addition to any other requirements in this Agreement regarding a specific type of third-party performance and regardless of whether that third party has been approved in accordance with section 3.8:

(a) Except as necessary to perform the Contractor's obligations under this Agreement, the Contractor shall not transfer any City Content to the third party or allow the third party to access any City Content.

(b) The Contractor shall ensure that the third party complies with this Agreement. Accordingly, if a third party fails to comply with this Agreement, that failure constitutes Breach by the Contractor. The Contractor shall cure any such Breach in accordance with section 10.2, and the City may require as a condition of that cure that the Contractor remove or replace the applicable third party.

(c) Any recital, representation, declaration, statement of fact, warranty, or consent in this Agreement that is made by the Contractor with respect to the third party or with respect to an action to be performed by the third party is deemed to be made by the Contractor for itself and on behalf of the third party. Accordingly, if any such recital, representation, declaration, statement of fact, warranty, or consent is or becomes false or is otherwise not fulfilled by the Contractor or the third party, it constitutes Breach by the Contractor.

3.10 Compliance with Law. The Contractor shall, in its performance of this Agreement, comply with every applicable federal, state, and local constitution, charter, statute, ordinance, rule, regulation, policy, and procedure, along with every applicable judgement, order, or other form of decree issued by an authority with jurisdiction over the matter at issue (collectively, "**Law**").

3.11 Provisions to Implement Florida Law. The following provisions are included in this Agreement to implement requirements of Florida Law concerning municipal contracts:

(a) By executing, amending, or renewing this Agreement, the Contractor is deemed to make each certification required under Florida Statutes section 287.135 in conjunction with the applicable execution, amendment, or renewal of this Agreement.

(b) If this Agreement was awarded or entered into on or after January 1, 2027, the Contractor represents that, before being awarded this Agreement, the Contractor complied with any applicable certification requirement under Florida Statutes section 287.139.

3.12 Governmental Approval. The Contractor shall obtain every permit, license, certification, or other form of approval from a government agency that is required by Law for the Contractor's performance of this Agreement ("**Governmental Approval**"), with the cost of any such Governmental Approval included in the applicable Fee. Upon request of the City, the Contractor shall provide the City with documentation of any such Governmental Approval.

3.13 Living Wage Requirements. The living wage requirements in St. Petersburg City Code Chapter 2, Article V, Division 9 (collectively and as may be amended from time to time, the "**Living Wage Requirements**") are incorporated into this Agreement, and Contractor shall comply with those Living Wage Requirements. Accordingly, the Contractor shall pay its employees for any hours worked pursuant to this Agreement in accordance with the Living Wage Requirements and comply with all other Living Wage Requirements. Contractor's failure to comply with the Living Wage Requirements constitutes a Breach by the Contractor and will result in consequences for non-compliance set forth in St. Petersburg City Code Chapter 2, Article V.

ARTICLE 4
INTELLECTUAL PROPERTY

4.1 License.

(a) The Contractor hereby grants to the City the non-exclusive, non-sublicensable, non-transferrable right and license to use every Deliverable that embodies Intellectual Property in accordance with the limits provided by this Agreement (collectively, the "**License**") for the following periods of time:

(1) The License for any Hardware and associated Firmware is perpetual.

(2) The License for any Local Software is perpetual.

(3) The License for any Hosted Software is effective throughout the Term.

(4) The License for any Documentation is perpetual.

(b) The License is paid for in full by the Fees and may be exercised without payment of any additional royalty or other form of payment by the City.

(c) Subject only to the express limitations in this Agreement, including any limit on the number of users, the License may be exercised by any official, officer, employee, agent, contractor, subcontractor, or volunteer of the City in the course of any lawful business or function of the City, without geographic limitation.

(d) If any aspect of the System is utilized by the public to interact with the City, the City may, for the purpose of providing support to the public or developing Law or internal policies or procedures, reproduce and adapt (i) any image of that aspect of the System and (ii) any Documentation related to that aspect of the System.

(e) With respect to any Deliverable that is not Hosted Software, the City may copy and use that Deliverable for archival backup, disaster-recovery, or other internal purposes.

4.2 No Transfer of Ownership. The License does not transfer ownership of any Intellectual Property to the City. Accordingly, the owner of Intellectual Property in any Deliverable, whether the Contractor or a third party, retains ownership of that Intellectual Property. Accordingly, the City shall not intentionally (i) remove or modify any markings or notice of any Intellectual Property in any Deliverable; (ii) reverse engineer, disassemble, or decompile any Software; or (iii) make any Deliverable available to any third party except as authorized by the License.

4.3 Third-Party Intellectual Property.

(a) The License provides the City with the right and license to use any third-party Intellectual Property incorporated into a Deliverable ("**Third-Party IP**"), regardless of whether this Agreement expressly identifies that Third-Party IP. For example, if a third party holds the copyright for a code library that has been incorporated into the Software pursuant to a license granted by that third party to the Contractor but is not mentioned anywhere in this Agreement, the License nonetheless includes a sublicense from the Contractor to the City to use that code library in accordance with this Agreement.

(b) In appendix E, the Contractor has provided either (i) disclosure of every obligation of the City imposed by the owner of that Third-Party IP (each, a "**Third-Party IP Obligation**") or (ii) a warranty that no Third-Party IP Obligations exist. A Third-Party IP Obligation applies only with respect to the applicable Third-Party IP and is inapplicable to every other aspect of the System.

(c) The City acknowledges that the Contractor's right to use Third-Party IP may allow the applicable third party to modify a Third-Party IP Obligation without permission of the Contractor or the City. The following provisions apply to any such modification:

(1) If the Contractor receives notice of such a modification, the Contractor shall provide that notice to the City.

(2) If the modification would result in appendix E being incomplete or incorrect, that constitutes an Undisclosed Third-Party IP Obligation that must be resolved under subsection (d).

(3) If the modification violates applicable Law, frustrates the purpose of this Agreement, or is inconsistent with any material term of this Agreement, the modification must be resolved by the Contractor in the same manner as a Breach under subsection (e).

(d) If at any time during the Term, a Third-Party IP Obligation is not disclosed in appendix E (an "**Undisclosed Third-Party IP Obligation**"), the following provisions apply:

(1) To resolve the Undisclosed Third-Party IP Obligation, the parties shall amend this Agreement to include the Undisclosed Third-Party IP Obligation. If the City will incur any additional costs in complying with the Undisclosed Third-Party IP Obligation, the City may condition its acceptance of that amendment upon a reduction in Fees to offset those increased costs.

(2) Violation of an Undisclosed Third-Party IP Obligation by the City does not constitute Breach by the City under this Agreement, and may give rise to the Contractor's indemnity obligations, as more particularly described in section 9.3.

(e) If a Breach (as defined in article 10) concerns infringement, misappropriation, or other violation related to or arising from Third-Party IP, the Contractor shall cure the Breach in accordance with the following, with the specific cure to be selected by the Contractor:

(1) The Contractor may cure the Breach by removing the Third-Party IP at issue from the System.

(2) The Contractor may cure the Breach by negotiating with the applicable third party to eliminate the Third-Party IP Obligation at issue.

(3) If the Breach is the Contractor's failure to actually hold a right to Third-Party IP that was purportedly granted as part of the License, the Contractor may cure that Breach by obtaining the missing right and executing any amendment of this Agreement or other document necessary to include the missing right in the License.

4.4 Status of Updates. The Contractor's installation of an Update is deemed to be a grant of whatever right and license is necessary to incorporate that Update into the scope of the License, and after any Update has been installed in accordance with this Agreement, that Update is deemed part of the applicable Software.

4.5 Copyleft IP. The Contractor shall not include in the Software any Third-Party IP that is subject to the GNU General Public License or other form of "strong copyleft" license that would require the Contractor to distribute source code for the Software as a condition of use.

4.6 Effect of Bankruptcy. For purposes of section 365(n) of the Bankruptcy Code, the parties intend the License to be a license of rights to "intellectual property" and the applicable Deliverable to be an "embodiment" of "intellectual property," as those terms are defined in section 101 of the Bankruptcy Code. Nothing in this Agreement limits the City's rights under section 365(n) of the Bankruptcy Code or constitutes an election by the City under section 365(n) of the Bankruptcy Code. But the City expressly reserves the right to request any such intellectual property or embodiment of intellectual property held by a trustee for the Contractor to the full extent authorized by section 365(n)(3) of the Bankruptcy Code.

4.7 City Intellectual Property. Nothing in this Agreement transfers ownership of any City Intellectual Property to the Contractor or any other third party. Accordingly, the City retains ownership of all (i) any Intellectual Property embodied in City Content; (ii) any data, document, or other information created by the City using the System; and (iii) any work flow, business process, training material, report, or other information conceived, invented, created, or acquired by the City independently of any Service.

4.8 Artificial Intelligence. The Contractor shall not use any Sensitive City Content to train, fine-tune, or otherwise improve any large-language model or other artificial intelligence system unless that model or system (i) is for the City's exclusive use and (ii) is not available to any other customer or third party. This section does not prohibit the use of such a model or system to evaluate Sensitive City Content in a transitory manner that avoids retaining or incorporating the Sensitive City Content in(to) the applicable model or system.

ARTICLE 5
HARDWARE

5.1 Conditional Applicability. If the Contractor has no obligation to provide Hardware under this Agreement, the terms of this Agreement are modified as follows: (i) every other section within this article is severed from this Agreement in its entirety and (ii) every other provision of this Agreement concerning Hardware and Firmware is severed from this Agreement in accordance with section 11.10 *except for* the defined terms for Hardware and Firmware. Otherwise, the Contractor is obligated to provide Hardware and Firmware in accordance with this Agreement.

5.2 Third-Party Delivery. Without modifying any condition for third party performance under section 3.9, the Contractor may use a third party to deliver Hardware without prior approval of the City under section 3.8 if the Contractor guarantees that the applicable third party has insurance coverage that meets or exceeds the following:

(a) Commercial general liability insurance in an amount of at least $1,000,000 per occurrence, $2,000,000 aggregate in occurrences form. This policy must include coverage for (i) bodily

injury; (ii) property damage; (iii) personal and advertising injury; (iv) products and completed operations; and (v) contractual liability under this Agreement.

(b) Commercial automobile liability insurance of $1,000,000 combined single limit covering all owned, hired, and non-owned vehicles.

(c) Workers' compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

5.3 Ownership of Hardware. Upon the City's acceptance of any Hardware in accordance with section 3.3, ownership of that Hardware is deemed transferred from the Contractor to the City. Until such transfer of ownership occurs, title to and risk of loss in such Hardware remains with the Contractor.

5.4 Firmware License. The Contractor's delivery of Hardware is deemed to be a grant of whatever right and license is necessary to incorporate any Firmware within that Hardware into the scope of the License.

5.5 Firmware Updates. In addition to any other provision governing an Update, the provisions of this section apply with respect to every Update to Firmware. The Contractor shall notify the City when an Update for Firmware is available for installation, and the City shall determine whether to accept or reject that Update in accordance with section 3.3. An Update to Firmware may be installed only after it has been accepted by the City, and the City shall control the installation of each such Update. Accordingly, the Contractor shall not install any Update to Firmware without the City's express consent to install that Update.

5.6 Warranties. The Contractor shall ensure that, at the time of delivery, every Hardware Deliverable (i) will satisfy all requirements of this Agreement; (ii) will be backwards compatible with the System unless otherwise agreed to by the parties; (iii) will be backwards compatible with any applicable Non-System Equipment unless otherwise agreed to by the parties; (iv) will be free from defects in materials and workmanship; (v) will be fit for the purpose for which such Hardware is ordinarily employed and for any other purpose set forth in this Agreement; and (vi) will have clear title and be free of all liens, claims, or encumbrances of any kind. Each warranty established by this section runs through the end of the Term unless a longer period is provided elsewhere in this Agreement.

ARTICLE 6
LOCAL SOFTWARE

6.1 Conditional Applicability. If the Contractor has no obligation to provide Local Software under this Agreement, the terms of this Agreement are modified as follows: (i) every other section within this article is severed from this Agreement in its entirety and (ii) every other provision of this Agreement concerning Local Software is severed from this Agreement in accordance with section 11.10 *except for* the defined term for Local Software. Otherwise, the Contractor is obligated to provide Local Software in accordance with this Agreement.

6.2 Updates to Local Software. In addition to any other provision governing an Update, the provisions of this section apply with respect to every Update to Local Software. The Contractor shall notify the City when an Update for Local Software is available for installation, and the City shall determine whether to accept or reject that Update in accordance with section 3.3. An Update to Local Software may be installed only after it has been accepted by the City, and the City shall control the installation of each such Update. Accordingly, the Contractor shall not install any Update to Local Software without the City's express consent to install that Update.

6.3 Use for Internal Purposes. Pursuant to subsection 4.1(e), the License allows the City to use a Deliverable for internal purposes, which includes installation of Local Software in a non-production environment for internal testing or configuration by the City.

ARTICLE 7
HOSTED SOFTWARE

7.1 Conditional Applicability. If the Contractor has no obligation to provide Hosted Software under this Agreement, the terms of this Agreement are modified as follows: (i) every other section within this article is severed from this Agreement in its entirety and (ii) every other provision of this Agreement concerning Hosted Software and Hosting Services is severed from this Agreement in accordance with section 11.10 *except for* the defined terms for Hosted Software and Hosting Services. Otherwise, the Contractor is obligated to provide Hosted Software and Hosting Services in accordance with this Agreement.

7.2 Hosting Service Provider. Unless the Scope of Work or the document attached to this Agreement as appendix D-1 (the "**Hosting Standards**") identifies a third-party provider for the Hosting Services, the Contractor shall provide Hosting Services itself, without the use of any third-party.

7.3 Availability of Hosted Software. During the Implementation Term, as appropriate, and throughout each Usage Term, the Contractor shall provide all Hosting Services necessary for the City to access the Hosted Software in accordance with the following:

(a) this Agreement If the Hosting Services fail to meet the Hosting Standards, the Contractor shall issue to the City the service credits provided for in the Hosting Standards (the "**Service Credits**"). If the System is not available during a Permitted Delay (as defined in section 11.4), that period of unavailability will be included in the calculation of Service Credits. The parties acknowledge (i) that damages to the City resulting from failure to meet the Hosting Standards would not be readily ascertainable; and (ii) that the Service Credits are a reasonable and proportionate measure of the damage that would be expected to follow from the Contractor's failure to meet the Hosting Standards.

(b) Additionally, if the Hosting Services fail to meet the Service Availability Minimum defined in the Hosting Standards in any two of three consecutive months, then, in addition to any other remedy available to the City, the City may immediately declare the Contractor in Default in accordance with article 10, and in the event of termination due to such Default, the City will not be liable for any liability, obligation, or penalty to the Contractor.

7.4 Updates to Hosted Software. In addition to any other provision governing an Update that does not exclude Updates to Hosted Software, the following provisions also apply with respect to every Update to Hosted Software:

(a) For every Update to Hosted Software, the Contractor shall provide the City with notice of that Update in accordance with the following, which are listed in descending order of priority:

(1) If the Update is necessary to address a Security Vulnerability, the Contractor shall not delay the Update to provide notice and shall provide the City with notice no more than 5 days after making the Update.

(2) If the Update is considered by the Contractor to be a major Update, the Contractor shall provide the City with at least 15 days' notice of that Update.

(3) Otherwise, the Contractor shall provide the City with notice of the Update no later than 5 days after making the Update.

(b) Once the City has received notice of an Update to Hosted Software in accordance with this section, the City has 30 days from the date of that notice or the date on which that Update actually occurred, whichever is later, to either (i) expressly accept that Update or (ii) notify the Contractor that the Update has resulted in a Breach that must be cured in accordance

with section 10.2 (with the City's acceptance of the cure of that Breach constituting acceptance of the Update). If the City fails to take either of those actions during that 30-day period, the City is deemed to have accepted the Update as of the end of that 30-day period.

7.5 Security, Generally. As part of the Hosting Services, the Contractor shall comply with the following provisions in a manner that meets or exceeds all applicable industry standards and best practices:

(a) The Contractor shall maintain and enforce an information security program with respect to the Hosted Software and Hosting Services (including safety and physical and technical security policies and procedures).

(b) The Contractor shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of any Hosted Content.

(c) The Contractor shall secure and defend all locations, equipment, systems and other materials, and facilities employed in connection with the provision of Hosting Services against any "hacker" and other person or entity who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use the Hosting Services, the Hosted Software, or any information processed by or stored in the Hosted Software.

(d) The Contractor shall monitor the Hosted Software and Hosting Services for any potential area where security could be breached.

7.6 Security of Sensitive City Content. If any of the Hosted Content is considered Sensitive City Content, the following provisions apply in addition to the general security standards set forth in section 7.5:

(a) The Contractor shall ensure that all Hosting Services (including both data processing and storage) occurs within the contiguous United States.

(b) The Contractor shall ensure the implementation of security controls consistent with NIST 800-53 Moderate or better, including encryption in transit and at rest, strict role-based access, MFA for all privileged accounts, comprehensive audit logging, and documented incident-response procedures.

7.7 Credit Card Security. If the System processes credit card information, the following provisions apply in addition to the general security standards set forth in section 7.5:

(a) The Contractor acknowledges that the System is subject to the following data security standards (collectively and as each may be amended from time to time, the "**Credit Card**

Security Standards"): (i) the Fair and Accurate Credit Transactions Act of 2003 and any associated regulation; (ii) the Payment Application Data Security Standard (PA-DSS); and (iii) any applicable Payment Card Information (PCI) rule, practice, standard, or program (including Visa CISP, MasterCard SDP, Discover DISC, and American Express DSOP).

(b) The Contractor shall (i) ensure that the System complies at all times with the then-current version of the applicable Credit Card Security Standards and (ii) upon request by the City, provide documentation of such compliance.

7.8 Security Audits.

(a) During the Term and for at least three years thereafter (unless a different period is required under article 8), the Contractor shall maintain complete and accurate records concerning its performance of the obligations set forth in this article 7 and shall make those records and relevant personnel available during normal business hours for inspection and audit by the City or an independent data security expert, which may include, during the period of time in which the Contractor retains any City Content, penetration and security tests of any Hosted Software or Hosting Service. The City is not obligated to perform any such audit, but if the City elects to perform such an audit, the City shall (i) give the Contractor at least 14 days' notice of such audit; (ii) undertake no more than two such audits per calendar year; (iii) conduct such audit in a manner designed to minimize disruption of the Contractor's normal business operations; and (iv) conduct such audit in a manner that complies with the terms and conditions of all data confidentiality, ownership, privacy, security, and restricted-use provisions of this Agreement.

(b) Any authorized representative of any regulatory agency, taxing authority, or private entity that functions in a quasi-regulatory manner that has jurisdiction over the City in connection with its regulatory functions (each, a "**Regulator**") shall, upon request, have the same audit rights as those set forth in subsection (a), provided that no condition or restriction stated in subsection (a) applies to any Regulator to the extent it is contrary to applicable Law. The Contractor shall cooperate with any individual conducting such an audit and timely comply with any legal and regulatory directives and recommendations that result from such an audit. Without limiting any of the Contractor's other obligations under article 7, if the Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of the Contractor's operations, information security program, or disaster recovery/business continuity plan, the Contractor shall provide a copy of the audit report to the City no more than 14 days after the Contractor's receipt of such report, and any such audit report is automatically a Contractor-Designated Record (as defined in article 8).

7.9 Redundancy, Data Storage, and Disaster Recovery. The Contractor shall maintain disaster-avoidance procedures designed to safeguard and maintain access to City Content and the capability and availability of the Hosted Software in accordance with the following:

(a) The Contractor shall ensure that the facility from which the Hosted Software is primarily provided (the "**Primary Hosting Facility**") is located (i) in the contiguous United States and (ii) in an area that is not prone to events that would fall under the force majeure provisions of section 11.3 (e.g., the facility must not be located in a low-lying area prone to flooding).

(b) The Contractor shall simultaneously operate at least one mirror system for the Hosted Software at a hardened data center facility (the "**Secondary Hosting Facility**"). Every Secondary Hosting Facility must be geographically remote from the Primary Hosting Facility. Otherwise, every Secondary Hosting Facility must: (i) meet or exceed all requirements for the Primary Hosting Facility stated in subsection (a); (ii) have hardware and software, network connectivity, power supplies, backup generators, and other similar equipment and services that operate independently of the Primary Hosting Facility; (iii) have fully current backups of all City Content stored at the Primary Hosting Facility; and (iv) have the ability to provide the Hosted Software in accordance with this Agreement during the performance of routine and remedial maintenance or any outage or failure of the Primary Hosting Facility. The Contractor shall operate, monitor, and maintain every Secondary Hosting Facility so that it may be activated no more than one minute after any failure of the Primary Hosting Facility.

(c) Unless otherwise expressly stated in this Agreement, there is no limit on the amount of City Content that may be stored in the Hosted Software, and the City's payment of Fees covers all storage of City Content at the Primary Hosting Facility and every Secondary Hosting Facility (each a "**Hosting Facility**"). The Contractor shall conduct backups of City Content at least every four hours and store that backup of City Content in a location and manner that meets or exceeds industry best practices. Unless otherwise stated in this Agreement, the Contractor shall not count any such backup of City Content in allotting or calculating any data storage actually used or permitted to be used by the City or any associated Fee.

(d) The application of the force majeure provision in section 11.3 to any one Hosting Facility does not limit the Contractor's obligations under this section 7.9 with respect to any other Hosting Facility.

(e) The Contractor shall maintain a business continuity and disaster-recovery plan for the Hosted Software (the "**BCDR Plan**") and provide the City, upon request, with a current copy of the BCDR Plan, along with any reports or summaries relating to past testing of or

pursuant to the BCDR Plan. Additionally, the Contractor shall actively test, review and update the BCDR Plan on at least an annual basis using industry best practices as guidance, and any such update to the BCDR Plan is subject to the requirements of this subsection (e). In the event of any unplanned interruption of access to the Hosted Software, the Contractor shall implement the BCDR Plan. If the Contractor fails to restore access to the Hosted Software within the period of time set forth in the BCDR Plan, the City may declare the Contractor in Default in accordance with article 10, and in the event of termination due to such Default, the City will not be liable for any liability, obligation, or penalty.

7.10 Access to Local Software or Non-System Equipment. With respect to the Contractor's access to any Local Software or Non-System Equipment through the Hosted Software or the Hosting Services, the following provisions apply:

(a) The Contractor may access Local Software or Non-System Equipment only in accordance with the following conditions: (i) with the prior authorization of the City; (ii) through the City's security gateways and firewalls; and (iii) in compliance with the City's applicable security policies.

(b) The City may modify or revoke the authorization required under this section at any time and for any reason.

7.11 Data Export. If the City requests an export of any or all Hosted Content, the Contractor shall provide such export in accordance with the following:

(a) The Contractor shall provide the exported Hosted Content to the City in an industry-standard or other mutually agreed-upon format no more than 10 days after receiving such request, and the Contractor shall make that export available through a secure FTP server or through another mutually agreed-upon method.

(b) If Hosted Content is stored in its native format (e.g., Word, Excel, PowerPoint, PDF, etc.), it must be exported in that native format. Otherwise, the Hosted Content must be exported in downloadable Excel, comma-separated value, or other agreed-upon format.

(c) The Contractor acknowledges that a database dictionary and/or an entity relationship diagram, or the equivalent (collectively, the "**Data Guide**") is necessary for the City to make use of the Hosted Content following export. Accordingly, in conjunction with each export of Hosted Content, the Contractor shall provide the City with the Data Model applicable to the exported Hosted Content, and the City may use that Data Model for internal purposes for as long as the City retains the exported Hosted Content to which that Data Model applies.

(d) The City's rights under this section continue for a 90-day period following termination of this Agreement. Additionally, the Contractor acknowledges that the License provides the City to use the Data Guide, as Documentation, in perpetuity.

ARTICLE 8
COMMUNICATION AND RECORDS

8.1 Notices and Other Communications. Any notice, demand, request, proposal, approval, authorization, consent, or other form of communication contemplated by this Agreement will be effective only when made in accordance with the following:

(a) A communication is effective only if made in writing.

(b) As of the effective date of this Agreement, the communication must be transmitted on the basis of the contact information below. Subsequently, if either party provides the other party with notice of an update to this contact information, such updated contact information will control over what is set forth below.

If to City: City of St. Petersburg
Procurement and Supply Management Department
ATTN: Director
727-893-7027

For UPS, FedEx, or Courier Delivery:
1 - 4th Street North
St. Petersburg, Florida 33701

For USPS Delivery:
P. O. Box 2842
St. Petersburg, FL 33731

If to Contractor: To the registered agent name and address on file with the Florida Division of Corporations at sunbiz.org.

(c) The effective date of communication will be determined based on the method of transmission as follows: (i) when received, if given in person; (ii) on the date shown on the delivery receipt, if delivered by UPS, FedEx, courier, or other similar service; (iii) on the date of acknowledgement of receipt, if sent by electronic mail or other wire transmission; or (iv) five days after being deposited in the USPS mail, certified or registered mail, postage prepaid.

(d) Any express requirement in this Agreement that a certain type of notice or other communication be "written" is intended only to reinforce the writing requirement in subsection (a) in that particular provision. Accordingly, the absence of the word "written" with respect to any other form of notice or other form of communication does not exempt it from the requirements of this section, including the writing requirement in subsection (a).

8.2 Public Records. This Agreement is subject to Florida law regarding public records (collectively and as may be amended from time-to-time, "**Florida Public Records Law**"). Accordingly, the Contractor shall comply with Florida Public Records Law, including provisions below that are required to be included in this Agreement by Florida Statutes subsection 119.0701(2):

(a) The Contractor shall keep and maintain each public record required to perform this Agreement by retaining that record during the following period (collectively, the "**Retention Period**"): (i) during the term of this Agreement and (ii) after the term of this Agreement for the then-applicable retention period under Florida Public Records Law (including as may be provided in General Records Schedule GS1-SL for Florida State and Local Government Agencies) unless transferred or destroyed in accordance with subsection (d).

(b) During the Retention Period, the Contractor shall, upon request by the City, make any public record retained by Contractor available to the City (including its independent auditors and other professional advisors) within a reasonable time (not to exceed three business days unless the Contractor demonstrates to the City's satisfaction that a longer period is required by Law) and at a cost that does not exceed the cost provided by Law. The Contractor shall make that record available either by providing the City with a copy of the record or by making the record open to inspection or copying by the City. If the record is stored electronically, the Contractor shall make the record available to the City in a format that is compatible with the City's information technology systems.

(c) During the Retention Period, the Contractor shall ensure that any public record retained by the Contractor that is exempt or confidential and exempt from disclosure (each a "**City Confidential Record**") is not disclosed, except as authorized by Florida Public Records Law.

(d) After the Term, the Contractor may end the Retention Period for a public record by taking the following steps at no cost to the City: (i) transfer that record to the City and (ii) destroy any duplicate City Confidential Record.

(e) The Contractor acknowledges that Florida Public Records Law supersedes all provisions of this Agreement concerning records (including any record containing Intellectual Property of the Contractor or a third party), including (i) any confidentiality provision that

purports to limit disclosure of records in a manner inconsistent with Florida Public Records Law or (ii) any provision that purports to require destruction of records that must be retained under Florida Public Records Law.

(f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHALL CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT 727-893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG, FL 33701.**

8.3 Financial Records. The Contractor shall maintain every financial record related to this Agreement (including any books of account that are related to this Agreement) in accordance with generally accepted accounting principles. If any such Agreement-related financial record is not a public record under Florida Public Records Law, the Contractor shall nonetheless retain it and make it available to the City in accordance with section 8.2, subsections (a)–(b) (excluding the remaining subsections, which apply only to public records).

8.4 Confidentiality of Contractor Records. For purposes of this Agreement, "**Contractor-Designated Record**" means any record (or portion thereof) that the Contractor has expressly marked or designated in writing as being any of the following, as respectively defined under Florida Public Records Law: trade secret, exempt, or confidential and exempt. For any Contractor-Designated Record, the following provisions apply:

(a) The Contractor shall act in good faith when designating a record as a Contractor-Designated Record.

(b) At the time the Contractor discloses a Contractor-Designated Record to the City, the Contractor shall provide the City with a general description of the information contained in the Contractor-Designated Record and a reference to the specific provision of Florida Public Records Law that the Contractor relied upon in designating the Contractor-Designated Record.

(c) Except as needed to satisfy a public records request under subsection (d), the City shall not copy a Contractor-Designated Record or disclose a Contractor-Designated Record to anyone other than a City employee, official, or professional advisor who needs to know the information contained in the Contractor-Designated Record.

(d) If the City receives a public records request for a Contractor-Designated Record, the City shall notify the Contractor of such request and shall not disclose any Contractor-Designated Record if the City Attorney (or designee) reviews the Contractor-Designated Record and determines that the Contractor-Designated Record appears to be exempt from disclosure pursuant to Florida Public Records Law. If the City Attorney (or designee) believes that any Contractor-Designated Record appears not to be exempt from disclosure under Florida Public Records Law, the City Attorney (or designee) shall notify the Contractor of such belief and allow the Contractor an opportunity to seek a protective order prior to disclosure by the City. Within a reasonable time not to exceed five business days after receiving such notification from the City Attorney (or designee), the Contractor shall either (i) notify the City Attorney (or designee) that the Contractor withdraws the designation and does not object to the disclosure or (ii) file the necessary documents with the appropriate court seeking a protective order. If the Contractor does not seek a protective order within the required time frame or if the protective order is denied, the City Attorney (or designee) will have the sole and absolute discretion to disclose the requested Contractor-Designated Record as the City Attorney (or designee) deems necessary to comply with Florida Public Records Law.

(e) The Contractor's obligations under this section remain in effect for the Retention Period for each applicable Contractor-Designated Record and as otherwise needed for the performance of the Contractor's indemnity-related obligations for a Contractor-Designated Record, as more particularly described in section 9.3.

8.5 City Consent and Action.

(a) For purposes of this Agreement, any required permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to applicable Law.

(b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to applicable Law.

8.6 Use of Name. Subject to the requirements of Florida Public Records Law, the Contractor shall not use the City's name in conjunction with any endorsement, sponsorship, or advertisement without the City's consent.

ARTICLE 9
INSURANCE, INDEMNITY, AND LIABILITY

9.1 Insurance Coverage. The Contractor shall carry the following types and amounts of insurance coverage at its own expense and shall, upon request, provide the City with proof of all such coverage on a certificate of insurance on a standard ACORD form:

(a) Commercial general liability insurance in an amount of at least $1,000,000 per occurrence, $2,000,000 aggregate in occurrences form. This policy must include coverage for (i) bodily injury; (ii) property damage; (iii) personal and advertising injury; (iv) products and completed operations; and (v) contractual liability under this Agreement. Such contractual liability coverage must provide and pay for a defense for all claims or demands covered by the Contractor's indemnification obligations under this Agreement and have an amount sufficient to cover the Contractor's obligations under section 9.3.

(b) Commercial automobile liability insurance of $1,000,000 combined single limit covering all owned, hired, and non-owned vehicles.

(c) Workers' compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least $100,000 each accident, $100,000 per employee, and $500,000 for all diseases.

(d) Cyber liability (network security/privacy liability) insurance with a minimum limit of $1,000,000 per occurrence. Coverage must include (i) cloud computing and mobile devices; (ii) protection of private or confidential information, whether electronic or non-electronic; and (iii) network security and privacy. Coverage must also include liability for (i) system attacks; (ii) digital asset loss, denial, or loss of service; (iii) introduction, implantation, or spread of malicious software code (iv) security breach; and (v) unauthorized access and use. Coverage must also include all related expenses for regulatory action, notification, and credit monitoring expenses.

(e) Technology errors and omissions insurance in the amount of $1,000,000 for claims for damages arising from computer related services including the following: (i) consulting; (ii) data processing; (iii) programming (iv) system integration (v) software development, installation, distribution, or maintenance; (vi) systems analysis or design (vii) training, staffing, or other support services (viii) any electronic equipment, computer hardware, or software that is developed, manufactured, distributed, licensed, marketed or sold. This policy must also provide coverage for media liability, including infringement of copyright, trademark, and trade dress.

(f) Any other insurance coverage (i) that is required under applicable Law; (ii) that would be reasonably associated with the provision of the Deliverables; or (iii) that is actually carried by the Contractor, even if such coverage is broader in scope or has greater limits than those stated elsewhere in this section 9.1.

9.2 Insurance Conditions. With respect to every insurance coverage required by section 9.1: (a) the Indemnified Parties must be named as additional insured for every policy other than worker's compensation and technology errors and omissions; (b) all coverage must be provided by a responsible insurer licensed in the State of Florida and rated at least A- in the then-current edition of AM Best's Rating Services; (c) if any coverage is made on a "claims made" basis, such coverage must include a retroactive date of coverage beginning no later than the effective date of this Agreement; (d) for every coverage, the Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties; and (e) all coverage must be made on a primary and noncontributory basis.

9.3 Indemnity. If someone other than the Contractor (i.e., a third party) asserts a Claim against any Indemnified Party, the Contractor shall defend at its expense, pay on behalf of, hold harmless, and indemnify that Indemnified Party against all Indemnifiable Losses in accordance with the following:

(a) "**Indemnified Party**" means the City and any City official (elected or appointed), officer, employee, agent, contractor, subcontractor, or volunteer.

(b) "**Contractor Representative**" means (i) any contractor, subcontractor, or other third party utilized by the Contractor to perform this Agreement, regardless of whether that third party has been approved by the City under section 3.8, or (ii) any director, officer, employee, agent, or volunteer of the Contractor and of every entity falling under clause (i).

(c) "**Claim**" means any judicial, administrative, or arbitration action, suit, claim, demand, investigation, or proceeding (whether or not a lawsuit is filed and including any appeal) that is alleged or claimed to arise out of or be connected to any of the following:

(1) personal injury (including death) or property damage caused, in whole or in part, by an act or omission of the Contractor or any Contractor Representative;

(2) performance of this Agreement by the Contractor or any Contractor Representative;

(3) any act or omission of the Contractor or any Contractor Representative that is, in whole or in part, negligent, reckless, or intentionally wrongful;

(4) infringement, misappropriation, or other form of violation regarding any Intellectual Property contained in a Deliverable;

(5) designation of any record (or portion thereof) as a Contractor-Designated Record;

(6) violation of Florida Public Records Law regarding any public record related to this Agreement; or

(7) violation of any Law or Governmental Approval by the Contractor or any Contractor Representative.

(d) "**Indemnifiable Loss**" means (i) any lien, liability, penalty, fine, fee, judgment, loss, damage, or other amount awarded in, or paid in settlement of, any Claim, including any interest, together with (ii) any expense incurred in defending, responding to, or otherwise participating in a Claim or in any related investigation or negotiation, including any court filing fee, court cost, arbitration fee, witness fee, and attorneys' or other professionals' fee or disbursement.

(e) Notice and control of any defense required under this section must occur in accordance with the following:

(1) If the City receives notice of a Claim, City shall provide the Contractor with timely notice of that Claim, which should be no later than 30 days after the date on which the City received notice. Any failure of the City to provide notice of the Claim within that 30-day period is not a Breach, but if the Contractor provides City with satisfactory documentation that its defense of the Claim will be materially prejudiced by the delay, the Contractor will be relieved from its defense obligations under this paragraph only to the extent caused by the delay.

(2) The Contractor may have sole control of the defense of any Claim and all negotiations for its settlement or compromise on the following conditions: (i) that the Contractor will pay the entire amount of that settlement or compromise and (ii) that the Contractor will not, without the prior consent of the City, enter into any settlement that imposes any obligation, restriction, or finding of fault on the City.

(3) The City shall cooperate with the Contractor in the defense, settlement, or compromise of any Claim. Additionally, the City may retain its own counsel at its own expense, subject to the Contractor's rights in this subsection (e).

(f) If the Contractor fails or refuses to defend an Indemnified Party after receiving notice from the City in accordance with subsection (e): (i) that Indemnified Party may, in its sole discretion, compromise, settle, or defend that Claim and (ii) the Contractor shall reimburse that Indemnified Party for any Indemnifiable Loss incurred by that Indemnified Party with respect to that Claim.

(g) The provisions of this section are independent of and are not limited by any insurance required to be obtained by the Contractor pursuant to this Agreement or otherwise obtained by the Contractor, and the Contractor's obligations under this section survives expiration or earlier termination of this Agreement with respect to any Claim arising in connection with any event occurring prior to such expiration or termination.

9.4 No Liens. The Contractor shall not allow any lien to be filed against any City property by reason of any work, labor, service, or material performed at or furnished to City property to the Contractor or to anyone using City property through or under the Contractor. Nothing contained in this Agreement is intended as consent by the City to subject any City property (in whole or in part) to any lien or liability under any Law.

9.5 City Liability. To the extent permitted under applicable Law, the City accepts no liability, responsibility, or indemnity obligation for any third-party claim or damage arising out of or in connection with this Agreement or the possession or use of any Deliverable. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the City or acceptance by the City of any liability in excess of limits provided to the City under Law.

ARTICLE 10
DISPUTES AND TERMINATION

10.1 Definitions.

(a) "**Breach**" means an act, omission, or condition (i) that is expressly identified as a "Breach" in this Agreement or (ii) that would constitute a material breach of this Agreement under Law.

(b) "**Breaching Party**" means the party that is responsible, in whole or in part, for the applicable Breach.

(c) "**Non-Breaching Party**" means the party that is not the Breaching Party.

(d) "**Default**" means (i) an act, omission, or condition that is expressly identified as a "Default" by this Agreement or (ii) a Breach that has not been cured or otherwise resolved under section 10.2.

10.2 Cure of Breach. Except as may be modified by another provision in this Agreement related to specific type of Breach (e.g., subsection 4.3(e) concerning Third-Party IP), a Breach must be cured or otherwise resolved through the following process:

(a) The Non-Breaching Party may initiate this process by providing the Breaching Party with a notice of the Breach that provides sufficient information for the Breaching Party to understand the nature of the Breach.

(b) Throughout this process, the parties shall cooperate in good faith.

(c) The Breaching Party shall cure the Breach at no cost to the Non-Breaching Party.

(d) The Breaching Party shall cure the Breach in accordance with any agreed-upon deadline for doing so. In the absence of any agreed-upon deadline, the Contractor shall cure the Breach no more than 30 days after receiving notice of the Breach, and the City shall cure the Breach in a diligent manner, taking into account the legal and practical restraints inherent in municipal government, including the obligation and process for seeking legislative approval from the City Council for certain types of actions. Failure to cure a Breach during the time provided under this subsection does not create a new Breach but results in Default, as more particularly described in subsection (g).

(e) The cure period provided by this section does not automatically toll, delay, or otherwise adjust any schedule or deadline for the Contractor's performance under this Agreement.

(f) The Contractor shall not, at any point during the cure process, terminate, suspend, impair, degrade, or otherwise limit the City's access to any Deliverable, and nothing in this section limits the City's right during the cure process to seek immediate injunctive relief to restore access to such a Deliverable or to assert any other right under this Agreement.

(g) The Breaching Party will be in Default if, by the end of the period of time provided under this section, the Breach has not been resolved through one of the following methods: (i) the Non-Breaching Party has withdrawn the notice of Breach; (ii) the Breach has been waived by the Non-Breaching Party under section 10.5; or (iii) the Breach has been cured by the Breaching Party to the satisfaction of the Non-Breaching Party.

10.3 Effect of Default. Following Default by the Breaching Party, the Non-Breaching Party may take any of the following actions, alone or in combination: (i) terminate this Agreement due to Default, effective upon notice to the Breaching Party or as otherwise provided in that notice, and (ii) avail itself of any other right or remedy that is available under this Agreement or under Law. Following Default, the Non-Breaching Party may, in its sole discretion, allow the Breaching

Party to cure the underlying Breach. If the Non-Breaching Party allows such cure, the Breaching Party will no longer be in Default if it cures the underlying Breach in accordance with section 10.2.

10.4 Termination by the City. In addition to any other right of the City to terminate this Agreement under Law or another provision of this Agreement, the City may terminate the Agreement in accordance with the following:

(a) If the City determines that the Contractor has failed to comply with any requirement of this Agreement related to safety, indemnification, or insurance coverage, the City may notify the Contractor that it is in Default and immediately exercise the City's rights under section 10.3.

(b) The City may terminate this Agreement as authorized by Florida Statutes sections 287.135 or 448.095, as either may be amended from time-to-time.

(c) The City may terminate this Agreement at any time and for any reason upon at least 30 days' notice to the Contractor. No more than 30 days after that termination goes into effect, the City shall (i) pay the Contractor for any Service performed prior to termination for which the City has not yet paid; (ii) pay the Contractor for any perpetual License that the City has accepted but for which the City has not yet paid; (iii) pay the Contractor for any Hardware that the City has accepted but for which the City has not yet paid; and (iv) return to the Contractor any Hardware that the City has not accepted. Otherwise, the City is not obligated to make any other payment to the Contractor.

(d) If the City determines, in its sole discretion, that a change in applicable law, statute, ordinance, rule, regulation, order, judgment, decree, or other requirement imposed by a government, court, or other authority with jurisdiction over the matter renders performance of an obligation under this Agreement illegal, impossible, or subject to a criminal, civil, or other form of penalty (a "**Change in Law**"), the City may immediately terminate this Agreement by providing notice to the other party. Such termination will be effective on the date specified in such notice, and to the extent not prohibited by the Change in Law, the City remains obligated to pay the other party for any performance under this Agreement that was rendered prior to termination

(e) Termination of this Agreement by the City pursuant to any right provided under this section 10.4 releases the City from any then-current obligation to cure a Breach under section 10.2.

10.5 Waiver. No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party. No waiver will be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this

Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by the Contractor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

ARTICLE 11
OTHER PROVISIONS

11.1 Relationship of Parties. Nothing in this Agreement is intended to establish or imply the relationship of principal and agent or of partnership or joint venture between the parties. Accordingly, no act of either party under this Agreement is effective to create any relationship between the parties other than the relationship of independent contractors and principals of their own accounts.

11.2 No Third-Party Beneficiaries. Nothing in this Agreement is intended to establish any person or entity not a party to this Agreement as a third-party beneficiary or as otherwise authorized to claim any right or benefit under this Agreement.

11.3 Non-Exclusive Agreement. This Agreement imposes no obligation on the City to utilize the Contractor for all hardware, software, and services of the type provided by the Contractor under this Agreement, and the City expressly reserves the right to concurrently contract with any other company for similar hardware, software, and services of this type during the Term.

11.4 Force Majeure. If either party to this Agreement is delayed, hindered, or prevented from the performance required under this Agreement by reason of strike, lockout, labor trouble, power failure, riot, insurrection, war, act of God, public health emergency, or other similar event that is not the fault of the party delayed, hindered, or prevented from that performance (each a "**Permitted Delay**"), that party (the "**Delayed Party**") is excused from performance under this Agreement for the period of time equivalent to the delay caused by that Permitted Delay—but only if the Delayed Party requests an extension from the other party in the 10 calendar days following the date on which the Delayed Party obtained actual or constructive knowledge of the Permitted Delay.

11.5 Right to Suspend. The City reserves the right to suspend the rights granted hereunder, effective immediately, by giving verbal notice (followed by notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor (as defined in St. Petersburg City Code section 2-425) determines that such suspension is necessary to protect the public health, safety, or welfare. The suspension will remain in effect until the City provides verbal notice (followed by notice within a reasonable time) that the suspension has been lifted. The Contractor hereby releases any and all Claims for damages against the Indemnified Parties related to the suspension and further agrees to waive any and all rights which might arise

by reason of the suspension; the Contractor shall have no recourse of any kind against any of the Indemnified Parties.

11.6 Governing Law and Venue. This Agreement will be interpreted under Florida law. Venue for any Claim or other action arising out of this Agreement brought in state court must be in Pinellas County, St. Petersburg Division, and venue for any action arising out of this Agreement brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the courts specified in this section are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the courts specified in this section and irrevocably waive any objection to that jurisdiction.

11.7 No Construction Against Preparer of Agreement. This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, the Contractor, and the Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their respective efforts in preparing it.

11.8 Assignment. This Agreement may not be assigned by the Contractor without the prior consent of the City, and the Contractor shall make any assignment that is partial or that lacks a statement through which the assignee expressly assumes all of the Contractor's obligations under this Agreement. Any purported attempt to assign this Agreement in violation of this provision is void with respect to the City.

11.9 Successors and Assigns. This Agreement shall inure to the benefit of and be enforceable by and against the parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

11.10 Severability. The provisions of this Agreement are intended to be severable, and a determination that any provision of this Agreement is invalid should not affect the validity of any remaining provisions of this Agreement. This rule of interpretation is intended to be applied as narrowly as possible (e.g., if, after a word or phrase has been severed from a sentence, the remainder of a sentence continues to further the purpose of this Agreement, the remainder of the sentence should remain in effect).

11.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes any previous representation, proposal, or agreement as to its subject matter, whether oral or written.

11.12 Amendment. Except as otherwise provided by this Agreement, no amendment or termination of this Agreement is effective unless it has been approved by all parties in accordance with the following:

(a) Either party may propose amendment or termination of this Agreement, but no such amendment or termination is effective unless approved by both parties in writing, and until such approval occurs, both parties will continue to perform this Agreement under the then-current terms.

(b) The parties acknowledge that this Agreement has been negotiated for the purpose of documenting the entire relationship between the parties with respect to the City's use of the Deliverables. Accordingly, a click-through, click-wrap, browse-wrap, or other contractual provision presented by or through a Deliverable as a condition of installation, configuration, or use of the applicable Deliverable does not amend this Agreement and is void with respect to both the City and the applicable user.

11.13 Due Authority. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11.14 Execution. Every component of this Agreement may be signed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original copy of this Agreement. Additionally, each party is authorized to sign any component of this Agreement electronically using any method authorized by Law.

[SIGNATURE PAGES FOLLOW]

Each party is signing this Agreement on the date stated in the introductory clause.

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: _____

Title: _____

ATTEST

_____

Chandrahasa Srinivasa, City Clerk

Approved as to Content and Form

_____

City Attorney (Designee)

(SEAL)

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

CONTRACTOR

By: _____

Name: _____

Title: _____

APPENDIX A
FEE SCHEDULE

APPENDIX B
DELIVERABLE SPECIFICATIONS

APPENDIX C
IMPLEMENTATION SOW

This composite appendix is composed of the following documents:

- APPENDIX C-1 Original Implementation SOW
- APPENDIX C-2 Original Implementation Schedule

APPENDIX C-1
ORIGINAL IMPLEMENTATION SOW

APPENDIX C-2
ORIGINAL IMPLEMENTATION SCHEDULE

APPENDIX D
HOSTING AND SUPPORT SERVICES SOW

This composite appendix is composed of the following documents:

- APPENDIX D-1 Hosting Standards
- APPENDIX D-2 Support Standards

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APPENDIX D-1
HOSTING STANDARDS

In accordance with Agreement section 7.3, the following standards apply to the City's access to the Hosted Software:

1. Hosting Service Provider. One of the following options should be marked and completed to identify the provider of Hosting Services. If the first option is not checked and completed in full, the second option applies.

☐ The City hereby authorizes the Contractor's use of (third party name) _____ as a third party to perform the Hosting Services. The Contractor acknowledges (i) that third-party performance of Hosting Services is subject to Agreement section 3.9 and (ii) that any change to the third party named above requires prior approval from the City in accordance with Agreement section 3.8.

☐ The Contractor shall provide Hosting Services itself, without the use of any third-party.

2. Definitions. For purposes of this appendix:

(a) "**Allowable Downtime**" means the total number of hours in a given calendar month during which the Hosted Software is not Available because of an exception listed in appendix section 3.

(b) "**Available**" means the Hosted Software is (i) available for access and use by the City and all users authorized by this Agreement and (ii) operating in full accordance with this Agreement.

(c) "**Service Hours**" means the total number of hours in a given calendar month reduced by the number of hours of Allowable Downtime during that month.

(d) "**Unplanned Downtime**" means the total number of hours in a given calendar month (including any hours that occur during a Permitted Delay, as defined in Agreement section 11.4) during which the Hosted Software is not Available for a reason *other than* an exception listed in appendix section 3.

(a) "**Service Availability**" means a measure of access by the City to the Hosted Software that is calculated as follows:

$$\% \text{ availability} = \frac{(\text{Service Hours} - \text{Unplanned Downtime})}{\text{Service Hours}} \times 100$$

(e) **"Service Availability Minimum"** means the minimum expected level of Service Availability set forth in appendix section 6.

3. Allowable Downtime Exceptions: Each of the following is an exception to the availability requirements set forth in this appendix, and any hour in which the System is not Available due to one or more of these exceptions is considered Allowable Downtime:

(a) loss of the City's internet connectivity;

(b) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by the City pursuant to this Agreement;

(c) failure by the City to meet any minimum hardware or software requirements set forth in this Agreement; or

(d) Scheduled Downtime as set forth in appendix section 4.

4. Scheduled Downtime: The Contractor shall notify City at least 24 hours in advance of any full or partial scheduled outage of the Hosting Services or Hosted Software (each, "**Scheduled Downtime**"). Unless the City provides prior written consent, any period of Scheduled Downtime must not: (i) last longer than one hour; (ii) be scheduled during City's usual hours of operation (i.e., Monday through Friday, from 6:00 am to 5:00 pm City time); and (iii) occur more frequently than once per week.

5. Service Availability Reports: No more than 30 days after the end of each month during which Hosting Services are provided pursuant to this Agreement, the Contractor shall provide to the City a report describing the Service Availability and other performance of the Hosting Services during that calendar month and the calendar year-to-date as compared to the Service Availability Minimum. The report must be in electronic or such other form as the City may approve, and it must include, at a minimum:

(a) the actual performance of the Hosting Services relative to the Service Availability Minimum and any other applicable standards set forth in this Agreement; and

(b) if the Service Availability during the reporting period has fallen below the Service Availability Minimum, a description in sufficient detail to inform the City of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Service Availability Minimum or other applicable requirements of this Agreement will be fully met going forward.

6. Service Availability Minimum and Service Credits.

(a) If the Service Availability in a given month falls below the Service Availability Minimum listed below, the City is entitled to a credit of the Usage Fee attributable to that month (a "**Service Credit**") as follows:

Percent of Service Availability in Month	Percent of Month's Fee to be Credited
At or above the Service Availability Minimum of 99.9%	N/A
Less than 99.9% but greater than or equal to 99%	5%
Less than 99% but greater than or equal to 95%	10%
Less than 95%	20%

(b) The Contractor shall continuously monitor Service Availability, and at the end of each month, the Contractor shall calculate any Service Credit owed to the City for that month, regardless of whether the City has received a report of Service Availability pursuant to appendix section 5.

(c) The Contractor shall reduce the amount of each invoice to the City by the total amount of outstanding Service Credits.

(d) If, upon termination of this Agreement, there are any outstanding Service Credits, the Contractor shall, no more than 30 days after that termination, issue payment to the City in the total amount of outstanding Service Credits.

APPENDIX D-2
SUPPORT STANDARDS

APPENDIX E
THIRD-PARTY IP OBLIGATIONS

Pursuant to Agreement subsection 4.3(b), the Contractor warrants that, as of the time this Agreement is executed, there are no Third-Party IP Obligations.

APPENDIX F
FORM OF MEMORANDUM OF ACCEPTANCE
OF IMPLEMENTATION SERVICES

This Memorandum of Acceptance of Implementation Services (the "**MOA**") is made on (date) _____ between the CITY OF ST. PETERSBURG, a Florida municipal corporation, (the "**City**") and (contractor name) _____, a (state and entity type, along with DBA name, if any) _____, (the "**Contractor**").

Pursuant to section 1.2 of the (agreement date) _____ Technology Purchase Agreement between the parties, the Initial Usage Term begins on the date on which the City completes acceptance of all Implementation Services and runs for a period of _____ year(s).

The parties are executing this MOA to document (i) that the City accepted those Implementation Services on (begin date) _____ and (ii) that the Initial Usage Term runs through (end date) _____.

Each party is signing this MOA on the date stated in the introductory clause.

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Name: _____

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____