

Gray Quarter Middleware Integration Subscription Agreement for Software/Service ("SaaS")

This Subscription Agreement for Software as a Service ("Agreement") is entered on upon first day of use of subscription ("Effective Date") between Gray Quarter Inc., a California corporation with its principal place of business at 8575 Morro Rd., Atascadero, CA 93422 ("Provider"), and the Party(ies) named in the subscription order form ("Customer"), individually referred to in this Agreement as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, Provider warrants that it is the owner and that it has the right to license the Payment Middleware Integration software ("software") which acts to interface with the Customer's network/system, named Accela Citizen Access, or "Accela", to serve as a middleware that adapts Accela Civic Platform communication to Laserfiche GqConnect and DocuSign; and

WHEREAS, Customer desires a license and Provider is willing to grant to Customer a license to the software and will provide hosting, via third-party, based upon the agreed to terms of this Agreement, for the interface between Customer's network/system, Accela Civic Platform, and Laserfiche / DocuSign.

Agreement

NOW, THEREFORE, in consideration of the benefits and obligations exchanged in this Agreement, the Parties agree as follows:

1. Definitions.

- a. Agreement means the terms and conditions of this Agreement, the Quote, and any other Provider document or agreement or policy that is made reference to and incorporated herein.
- b. Provider Technology means all Provider proprietary technology made available to Customer in providing the Hosted Service.
- c. Content means the information, documents, software, products and services, copies, modifications and derivatives of the foregoing (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, made available to Customer by Provider.
- d. Customer Data means any data, information, or material provided by Customer to the Hosted Service.
- e. Personally Identifiable Information, as used in information security and privacy laws, means any data, information, or material provided by Customer's clients (hereafter defined as Customer's consumers, patrons, or clients whether or not they use Hosted Service, collectively hereafter referred to "Customer's clients") to Customer that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
- f. Hosted Service means Provider's software being granted access to under this Agreement (as a middleware) and third-party or Customer hosting required for the interface between Accela and Payment Processor for the benefit of Customer. Provider may perform certain aspects of the Hosted Service, such as service administration and application management support, as well as other services from locations and through the use of subcontractors worldwide.

- g. Intellectual Property Rights means patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivatives thereof as well as other forms of protection of a similar nature.
- h. Support Level Agreement means the Provider's standard and policy with respect to providing Customer with uptime Hosted Service as well as response and resolution times to any issues or defects with Hosted Service which may be found on Provider's website at https://cdn.grayquarter.com/content/tos/GQ_SLA.pdf and may be amended from time to time in Provider's sole discretion without notice to Customer, of which, the most updated version is incorporated herein by reference.

2. License Grant and Restrictions. Provider hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Hosted Service, solely for its own internal business purposes, subject to the terms and conditions of this Agreement in addition to the extent of authorizations acquired by Customer as specified in the Quote.

Customer agrees not to: (a) license, sublicense, sell, resell, lease, rent, transfer, assign, distribute or otherwise make available to any third party the Hosted Service or Provider Technology; (b) copy, distribute, modify, or make derivative works based upon the Hosted Service; (c) reverse engineer, decompile, or attempt to obtain the source code or algorithms of any of the Hosted Service or Provider Technology; (d) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the Hosted Service; (e) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, or programs to or from the Hosted Service; (f) interfere with or disrupt the integrity or performance of the Hosted Service; (g) attempt to gain unauthorized access to the Hosted Service or its systems or networks; (h) make any attempt to circumvent the technological measures that control access to or use of the Hosted Services; or (i) use the Hosted Service in violation of applicable law.

Customer further agrees it will utilize the Hosted Service only for its internal business purposes and shall not act as a contracted service bureau or type of commercial application service provider that allows for third party access to the Hosted Service in exchange for a fee or profit or even on an unpaid basis.

3. Customer Responsibilities. Customer is responsible for all activity occurring under Customer's use of Hosted Service and will abide by all applicable laws, treaties, and regulations in connection with its use of the Hosted Service. Customer agrees to: (a) be responsible for the use of the Hosted Service in compliance with this Agreement by all to whom Customer has given access; (b) promptly notify Provider of any known or suspected unauthorized use of Hosted Service or any other breach of security of the Hosted Service; and (c) cooperate with Provider's investigation of outages, technical issues, security problems, unauthorized use of the Hosted Service, or any suspected breach of this Agreement, or any applicable law, court order, rule or regulation, (d) provide sufficient access to "Accela" and external services so that interfacing can occur.

4. Provider Responsibilities. Provider agrees to provide Customer with its Hosted Service during the term and per the terms and conditions of this Agreement. In its sole discretion, Provider may make changes to or update the Hosted Service (such as infrastructure, security, technical configurations, application features, etc.) to reflect changes in, among other things laws, regulations, rules, technology, industry practices, patterns of system use and availability, and security. Provider will make its best efforts to not materially reduce the level of performance, functionality, security, or availability of the Hosted Service during the applicable term under this Agreement. Provider shall take commercially reasonable steps, or cause such commercially reasonable steps to be taken, designed to prevent security breaches of the Hosted Service.

5. Availability and Support. Service administration and technical support for the Hosted Service shall be set forth in the Provider's Support Level Agreement.

6. Use of the Internet. Customer acknowledges and agrees that the internet, and communications over it, may not be absolutely secure and connecting to the internet provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Data transmitted through the internet or stored on any equipment through which data is transmitted may not remain confidential and Provider does not make any representation or warranty regarding privacy, security, authenticity, or non-corruption or destruction of any such data. Use of the internet is at Customer's own risk.

7. Privacy Policy, Customer Data, and Personally Identifiable Information. Provider is concerned with the security of the data it will collect while providing Hosted Service to Customer and will utilize commercially reasonable protocols to prevent unauthorized access to that information. Such protocols include policies, procedures, employee training, physical access and technical essentials relating to data access controls. In addition, Provider uses standard security protocols to facilitate the exchange and the transmission of data. Provider does not process data in a way that is incompatible with the purposes for which it has been collected or subsequently authorized.

In the event that data is (or is reasonably believed to have been) acquired by unauthorized person(s), Provider will use its best efforts and commercially reasonable procedures to determine the scope of the breach and to ensure or restore the integrity of the Hosted Service. In the event of a breach, if applicable law requires notification, Provider will notify Customer of the breach. Notice will be given promptly. Provider may delay notification if Provider or a law enforcement agency determines that the notification will impede a criminal investigation. In such a case, notification will not be provided unless and until Provider or the law enforcement agency determines that notification will not compromise the investigation.

Provider does not own any Customer Data or Personally Identifiable Information. Customer Data is Customer's proprietary and confidential information and will not be accessed, used, or disclosed by Provider except for the limited purpose of: (a) supporting Customer's use of the Hosted Service; (b) improve or enhance the Hosted Service; (c) monitor Customer's use of the Hosted Service; (d) enforcement of this Agreement; and (e) share with any of Provider's affiliates, third party service providers and subcontractors who need to know such information in order to provide the Hosted Service to Customer. Customer, has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the Customer Data. Provider makes no other warranty or representation regarding the security of Customer Data. Furthermore, except as to Provider's express obligations set forth in this Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Customer Data by unauthorized persons.

Personally Identifiable Information is Customer's client's proprietary and confidential information. Although Provider is capable of accommodating the secure access, use, and processing of Personally Identifiable Information, no Personally Identifiable Information will be accessed, used, processed, or disclosed by Provider in supporting Customer's use of the Hosted Service. Customer, has the sole responsibility for the accuracy, legality, reliability, and protection and fortification and safety of Personally Identifiable Information of Customer's clients. Provider makes no other warranty or representation regarding the security of Personally Identifiable Information. Furthermore, except as to Provider's express obligations set forth in this Agreement, Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of Personally Identifiable Information by unauthorized persons.

Provider reserves the right in its unfettered discretion to modify or change its Privacy Policy in order to adhere to standards and custom within the industry and as may be required by law. Any posting of an

updated Privacy Policy may be found on Provider's website at https://cdn.grayquarter.com/content/tos/GQ_Privacy_Policy.pdf. Any such updated Privacy Policy as posted may be amended from time to time in Provider's sole discretion without notice to Customer, of which, the most updated version is incorporated herein by reference.

8. Intellectual Property Ownership. Provider owns all right, title and interest, including all related Intellectual Property Rights, in and to the Provider Technology, Content, and the Hosted Service and all will remain the exclusive property of Provider and/or its licensors or third-party service providers. This Agreement is not a sale and does not convey any rights of ownership in the Provider Technology, Content, or Hosted Service. Customer acknowledges and agrees that any enhancements or modifications to the Hosted Service based upon Customer's requests, recommendations, or other feedback, are and will remain the exclusive property of Provider and/or its licensors or third-part service providers. This ownership is protected not only by the laws of the State of California but also by the laws United States and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of this Agreement, Customer agrees to use reasonable means to protect the Provider Technology, Content, and the Hosted Service from unauthorized use, reproduction, distribution, or publication. Provider reserves all rights not specifically granted in this Agreement. Provider reserves the right to improve or make changes in its offerings of the Provider Technology, Content, and the Hosted Service at any time.

9. Termination for Cause. Any breach of Customer's payment obligations or unauthorized use of the Hosted Service will be deemed a material breach of this Agreement. Provider may terminate this Agreement, Customer account, or Customer's use of the Hosted Service if Customer commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within thirty (30) days after written notice of such breach.

10. Representations and Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

Provider represents and warrants that: (a) it will provide the Hosted Service in a manner consistent with general industry standards and as noted in the Support Level Agreement; (b) the Hosted Service will perform substantially in accordance with the provided documentation to Customer, if any; (c) it will use best efforts to detect software viruses and other undesirable components and will promptly take all reasonable steps to remove or neutralize any such components; (d) it will use leading commercial encryption technology designed to encrypt Customer Data in its possession; and (e) to the best of Provider's knowledge, information, and belief, provision by Provider and use by Customer of the Hosted Service provided under this Agreement does not infringe upon any intellectual property right of any third party.

Customer represents and warrants that: (a) it shall be solely responsible with regard to the quality or completeness of any Customer Data; (b) it, at its own expense, shall be solely responsible for establishing, operating and maintaining Customer's connection to the internet in order to interface with the Hosted Service including but not limited to, procuring, configuring, operating and maintaining all computer hardware and software, communications equipment, databases, electronic systems, networks, and web browsers, and modems and access lines, necessary for such connection and interface; and (c) it will use reasonable best efforts to ensure compliance with the above restrictions, noted in paragraph 2, and all other paragraphs of this Agreement.

11. Mutual Indemnification. Customer will indemnify, defend and hold Provider, and each of Provider's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that use of the Customer Data infringes the Intellectual Property

Rights of a third party, provided in any such case that Provider: (i) promptly gives Customer written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim; and (iii) provides Customer all available information and assistance; and (b) a breach of security or unauthorized use of the Hosted Service which may or may not result in unauthorized third party access to Customer Data or Personally Identifiable Information.

Provider will indemnify, defend and hold Customer and Customer affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including attorneys' fees, arising out of or in connection with: (a) a claim by a third party alleging that the Hosted Service directly infringes an Intellectual Property Right of a third party; provided that Customer: (i) promptly give written notice of the claim to Provider; (ii) give Provider sole control of the defense and settlement of the claim; and (iii) provide Provider all available information and assistance.

12. Disclaimer. THE REPRESENTATIONS AND WARRANTIES PROVIDED IN THIS AGREEMENT ARE PROVIDER'S COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. PROVIDER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY WITH RESPECT TO THE SECURITY OF THE HOSTED SERVICE OR THAT CUSTOMER DATA OR PERSONALLY IDENTIFIABLE INFORMATION WILL NOT BE DESTROYED, LOST, INTERCEPTED, OR ALTERED BY UNAUTHORIZED PERSONS. PROVIDER DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE HOSTED SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER DATA.

13. Limitation of Liability. EXCEPT FOR CLAIMS ARISING UNDER A PARTY'S OBLIGATIONS OF CONFIDENTIALITY OR INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER PARTY'S AGGREGATE LIABILITY WILL EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING FROM CUSTOMER'S USE OF THE HOSTED SERVICE. THIS LIMITATION OF LIABILITY INCLUDES ANY PARTY'S AFFILIATES AND ANY PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

14. Notice. Provider may give notice by means of an electronic mail to Customer's e-mail address on record with Provider. Any other notice to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed (when intended for Customer) to Customer address provided when purchasing subscription or (when intended for Provider) to Gray Quarter, Inc., 8575 Morro Rd, Atascadero, CA 93422.

15. Force Majeure. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes, except financial, beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform as long as the party who fails to perform gives the other party notice within thirty (30) calendar days after the event causing the failure. Despite anything to the contrary in this paragraph, if the cause of a party's failure to perform results from any act by that party, then that cause will not excuse the performance of the provisions of this Agreement by that party.

16. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld, but may be assigned without the other party's consent to: (a) a parent or subsidiary; (b) an acquirer of assets or equity or (c) a successor by merger. Any purported assignment in violation of this section will be void.

17. Subcontractors. Provider may from time to time in its sole discretion engage third parties to perform service administration and application management support of Hosted Service.

18. Governing Law and Jurisdiction and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

19. Invalidity and Severability. If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

20. Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and Provider as a result of this Agreement.

21. No Waiver. The failure of Provider to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Provider in writing.

22. Entire Agreement. This Agreement comprises the entire agreement between Customer and Provider and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Modification. This Agreement may be amended only by written consent of all parties to the Agreement, or at time of renewal when provided (30) days prior to current term end date.

24. Public Records Law. In accordance with Florida Statutes, Section 119.0701, Provider shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Provider's possession or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

25. **Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

Both parties agree to the terms of the Agreement upon use of the service and continue until terminated.