



Amendment No. 1
to
Contract No. NS180000035
for
Apricot Software and Support
between
Social Solutions Global, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to add additional 10 users to the agreement in an amount not to exceed \$4,356.00 on an annual basis effective 12/13/2018.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/11/2018 – 04/10/2023	\$62,892.68	\$62,892.68
Amendment No. 1: Administrative Increase as follow: 04/11/2018 – 04/10/2019 = \$4,356.00 04/11/2019 – 04/10/2020 = \$4,356.00 04/11/2020 – 04/10/2021 = \$4,356.00 04/11/2021 – 04/10/2022 = \$4,356.00 04/11/2022 – 04/10/2023 = \$4,356.00	\$21,780.00	\$84,672.68

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:
Kenneth Saunders 12/14/2018
73AFA5B2F2EF403... Kenneth Saunders CFO
Printed Name: _____
Authorized Representative

Social Solutions Global, Inc.
10801-2 N MoPac Expressway, Suite 400
Austin, TX 78759

Signature & Date:

Sai Purcell 12/14/18
Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Social Solutions Global, Inc.
For
Apricot Software and Support**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Social Solutions Global, Inc. ("Contractor"), having offices at 10801-2 N MoPac Expressway, Suite 400, Austin, TX 78759.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Heath Tull, Phone: (512) 565-8943, Email Address: htull@socialsolutions.com. The City's Contract Manager for the engagement shall be Patrick Murphy, Phone: (512) 972-7017, Email Address: patrick.murphy@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$62,892.68 for all fees and expenses.

APRICOT APPLICATION											
	Community Health	5% annual increase estimate	Adjusted annual spending estimate	Austin-Travis County EMS Injury Prevention Program	5% annual increase estimate	Adjusted annual spending estimate	Annual Grand Total				
YEAR 1	\$5,808.00	\$0.00	\$5,808.00	\$5,573.99	\$0.00	\$5,573.99	\$11,381.99	Year 1 (July 1, 2018 – June 30 2019)			
YEAR 2	\$5,808.00	\$290.40	\$6,098.40	\$5,573.99	\$278.70	\$5,852.69	\$11,951.09	Year 2 (July 1, 2019 – June 30 2020)			
YEAR 3	\$6,098.40	\$304.92	\$6,403.32	\$5,852.69	\$292.63	\$6,145.32	\$12,548.64	Year 3 (July 1, 2020 – June 30 2021)			
YEAR 4	\$6,403.32	\$320.17	\$6,723.49	\$6,145.32	\$307.27	\$6,452.59	\$13,176.08	Year 4 (July 1, 2021 – June 30 2022)			
YEAR 5	\$6,723.49	\$336.17	\$7,059.66	\$6,452.59	\$322.63	\$6,775.22	\$13,834.88	Year 5 (July 1, 2022 – June 30 2023)			
GRAND TOTAL			\$32,092.87			\$30,799.81	\$62,892.68				

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.**

Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly

match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Emergency Medical Services (9300)
Attn:	Account Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** Travel Expenses are not allowable for this contract

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 60 months.

4.1.1 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City

Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

SECTION 6. WARRANTIES

6.1 Warranty – Services. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 Social Solutions Global, Inc. (SSG), ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES, PRODUCTS AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS PRODUCTS OR SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE PRODUCTS AND SERVICES SHALL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CUSTOMER DATA SHALL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS SHALL BE CORRECTED, OR (G) THAT THE SERVICE SHALL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG SHALL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.1.4 Contractor is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the services or the products by anyone other than Contractor; (ii) the combination, operation or use of the hosted Contractor software with any items not certified by Contractor; (iii) Contractor's adherence to Customer's specifications or instructions; (iv) Errors caused by or related to internet unavailability, customizations or independent customer activity; or (v) City deviating from the service operating procedures described in the documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at SSG's standard time and material charges.

SECTION 7. MISCELLANEOUS

7.1 Workforce.

7.1.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.1.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.1.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.1.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.2 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.3 Significant Event. The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.3.3 any significant termination or addition of provider contracts;

7.3.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.3.6 reorganization, reduction and/or relocation in key personnel;

7.3.7 known or anticipated sale, merger, or acquisition;

7.3.8 known, planned or anticipated stock sales;

7.3.9 any litigation against the Contractor; or

7.3.10 significant change in market share or product focus.

7.4 Audits and Records.

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 Records Retention:

7.4.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.4.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.4.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.6 **Indemnity.**

Contractor shall defend, indemnify and hold City, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a service as used in accordance with this Contract infringes the U.S. patent or copyright of any third party. If a service is held or believed to infringe on a U.S. patent or copyright of a third party, Contractor may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for City a license to continue using the affected service, or (c) if neither (a) nor (b) are practical in Contractor's sole judgment, terminate the affected Service and return to City the unused portion of any fees paid for the affected service. The foregoing obligations of Contractor do not apply (i) to the extent that the allegedly infringing service or portions or components thereof or modifications thereto result from any change made by City or any third party for the City, (ii) if the infringement claim could have been avoided by using an unaltered current version of Apricot which was provided by Contractor, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Contractor, or any material from a third party portal or other external source that is accessible to City within or from the service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by Contractor, or (v) to the extent that an infringement claim is caused by the provision by City to Contractor of materials, designs, know-how, software or other intellectual property with instructions to Contractor to use the same in connection with the service.

7.7 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Social Solutions Global, Inc.

ATTN: Christopher Murphy, General Counsel

10801-2 N. MoPac Expressway, Suite 400

Austin, TX 78759

7.9 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its

licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.13 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.14 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 Assignment-Delegation. The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract. Notwithstanding the foregoing, Contractor may assign the Contract without consent to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets.

7.16 Limitation of Liability

The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract. Notwithstanding the foregoing, Contractor may assign the Contract without consent to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate

as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.22 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.23 Holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.24 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.25 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.26 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.27 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.27.1 This contract;

7.27.2 Attachment A Social Solutions Global, Inc. Master Services Agreement;

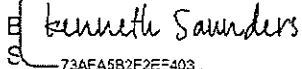
7.27.3 Attachment B Social Solutions Global, Inc. Service Level Agreement.

7.27.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Social Solutions Global, Inc.

DocuSigned by:

 _____
73AFA5B2F2EF403..

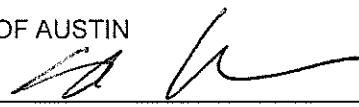
Name: Kenneth Saunders

Printed Name

Title: CFO

Date: 4/9/2018

CITY OF AUSTIN

By:  _____
Signature

Name: Sai Russell

Printed Name

Title: Procurement Specialist IV

Date: 4/11/18

**ATTACHMENT A – SOCIAL SOLUTION GLOBAL, INC.
MASTER SERVICES AGREEMENT**

This Master Services Agreement (the “**Agreement**”) is entered into between Social Solutions Global, Inc (“**SSG**”) and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services (“**Client**”). SSG and Client, by Client’s execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

1 DEFINITIONS

“**Users**” are defined in the applicable Order Form.

“**Content**” means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

“**Client Data**” means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

“**Documentation**” means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

“**Error**” means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

“**Independent Client Activity**” means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

“**Internet Unavailability**” means Client’s inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client’s computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

“**License Metrics**” means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees, and designated by a term such as the number of “users”, “agencies”, “revenues” and the like.

“**Order Form**” means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, and fees.

“**Professional Services**” means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

“**SaaS Services**” means the software as a service and other subscription services identified in the Order Form and associated Support.

“**Services**” means, collectively, the SaaS Services and Professional Services.

“**Service Level Agreement**” means service level agreement(s) that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time. The applicable service level agreements are located at: <http://www.socialsolutions.com/legal/>.

2 PURPOSE AND SCOPE

2.1 Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

2.2 Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG’s receipt and acceptance of a new Order Form.

2.3 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3 SERVICES

3.1 Generally. Subject to Client’s and its Users’ compliance with the Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users in accordance with the applicable Service Level Agreement, the terms of this Agreement and the applicable Order Form during the Term.

3.2 Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the SaaS Services in SSG’s production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting Client’s obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with the Service Level Agreement.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable to each Service (“Service Availability”). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG’s control.

3.6 Support Services. SSG will provide the level of Support specified in the applicable Order Form for the SaaS Services. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided (“Support”), and which are identified in the applicable Service Level Agreement. For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance.

Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of Administrators specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its licensors; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirement documentation as provided by SSG or by use of non-conforming data, or by Independent Client Activity; or (v) errors and malfunction caused by any systems or programs not supplied by SSG.

3.7 Professional Services. SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "**SOW**") as the parties may agree to in writing from time to time as part of an Order Form. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order will become a part of the SOW.

3.8 Cooperation. Client agrees to provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client.

4 USING THE SAAS SERVICES

4.1 Users. SSG hereby grants Client and its Users a non-exclusive, non-transferable, worldwide right to access and use the SaaS Services, subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

4.2 License Metrics. Use of the SaaS Services is subject to License Metrics set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceeds the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any renewal term.

4.3 Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted through the Services, and that SSG will not be responsible for the content of any such communications or transmissions. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any user's access to the SaaS Services upon notice if SSG reasonably determines that such user has violated the terms of this Agreement.

4.4 Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing notice to SSG, to effect the termination of suspected account.

4.5 Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at <http://www.socialsolutions.com/legal/>.

4.6 Third-Party Providers. Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

4.7 Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability or accuracy of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8 Training. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services may not be used as a substitute for training.

5 FEES, TAXES & PAYMENTS

5.1 General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase annually recurring fees upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future

functionality or features

5.2 Professional Services. On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased must be used within, and rates quoted are valid for a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one year period are non-refundable.

5.3 Travel and Lodging Expenses. SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

6.1 Ownership and Limited License. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client's right to use the Services is personal, non-transferable, non-exclusive and limited to use for its internal business purposes and only for the duration of the Term. Client hereby assigns to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portions of the SaaS Services or other materials.

6.2 Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 Client Data. Client owns all Client Data. However, Client agrees that SSG may access user accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose user statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

7 WARRANTIES AND DISCLAIMERS.

7.1 Client Data Warranty. Client represents and warrants that it has the right to use and provide to SSG the Client Data.

7.2 SSG Warranties. SSG warrants that the SaaS Services, as updated by SSG and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances and that the other Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG; (ii) the combination, operation or use of the hosted SSG Software with any items not certified by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions will be billed at SSG's standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CLIENT DATA WILL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (G) THAT THE SERVICE WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8 INDEMNIFICATION

8.1 SSG Indemnity. SSG agrees to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the unused portion of any fees paid for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim for which SSG has an obligation of indemnity pursuant to this Section.

8.2 Client Indemnity. Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

8.3 Injunction. If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

8.4 Procedure. If one Party (the "Indemnitee") receives any notice of a claim or other allegation with respect to which the other Party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. The foregoing limitation will not apply to either party's indemnity obligations set forth in Section 8 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 TERM AND TERMINATION

11.1 Agreement Term. The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2 SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("Initial Term") and automatically renews for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any renewal terms, combined, are referred to as the "Term".

11.3 Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (ii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not

dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

11.4 Suspension. SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. However, SSG may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension.

11.5 Post Termination. SSG has no obligation to retain Client Data beyond three months after the expiration or termination of SaaS Services.

11.6 Survival. Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 MISCELLANEOUS

12.1 Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client agrees to reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2 Force Majeure. Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 Non-Solicitation. Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

12.4 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6 Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.

12.7 Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

12.8 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9 Governing Law. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute will be litigated in the state or federal courts located in Travis County in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10 Entire Agreement. The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.

12.11 Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12.12 Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), (c) the first business day after sending by facsimile, or (d) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

ATTACHMENT B – SOCIAL SOLUTIONS GLOBAL, INC. SERVICE LEVEL AGREEMENT

Social Solutions 



Social Solutions Apricot®
Customer Support Service Level Agreement
Updated February, 2018

Toll Free	866.732.3560
Local	443.460.3375
Fax	443.460.3473

www.socialsolutions.com

Customer Support

Social Solutions provides user and system support for Apricot® and Apricot Essentials® clients within the client's subscription fees, as shown in the below table. Additional support packages are available for a fee that is in addition to the subscription fees, for clients who need advanced support options to match their unique business needs. The chart shown below provides an overview of the support provided in the various support packages.

Key Features ¹	Basic	Silver	Gold	Platinum
Online chat and email support ^{2,3}	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm
Emails/chats per month ^{2,4,5}	5	20	30	Unlimited
Phone Consultation		Up to 1 Hr/Month	Up to 2 Hr/Month	Up to 3 Hr/Month
Inbound Phone Calls ⁶				8 Calls/Mo
Dedicated Support Specialist ⁶				Yes

All times listed reflect Central Standard Time (CST)

1. Social Solutions reserves the right to cap annual support hours provided per customer as follows: 4 hours for Basic, 8 hours for Silver, 16 hours for Gold, and 34 hours for Platinum.

2. Excluding U.S. holidays.

3. Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.

4. Email Support response time targeted to be within 2 hours.

5. Indicated limit represents cumulative Chat and Email cases submitted per month.

6. Dedicated Support Specialist and Inbound Calls are available M-F 9-3PM CST. International customers will be considered on a case by case basis.

How to Contact Customer Support

Social Solutions provides several different ways to contact Support:

1. Customer Portal: Customers can log into our Customer Portal to contact support, update cases or check issue and case statuses, or check our Knowledge Base (available 24/7). This is accessible to all Apricot users via the Help Center tab in Apricot.
2. Chat support: Users can chat with a live representative (available 9:00 am – 5:00 pm CST) via the Customer Portal.
3. Email support: Users can submit a Case directly through the Customer Portal or via email to customer.care@socialsolutions.com.
4. Phone support: Through the purchase of a premium Support Package, users can schedule phone consultation with a member of the Ongoing Support team.

Customer Support Availability

Social Solutions Apricot Customer Support is available during the following business hours:

Portal Response, Email and Chat Support are available Monday – Friday 9:00 am – 5:00 pm (CST)

After Hours

Social Solutions Apricot Customer Support monitors an after-hours phone line for emergency situations from 5:00 pm – 9am (CST) Monday – Thursday, and 5:00 pm (CST) Friday through 9:00 am (CST) the following Monday (including Saturday, Sunday, and holidays). This is only intended to be used for major issues; for example, unscheduled system downtime, or a defect preventing an organization from utilizing

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Apricot. If your call is not regarding an outage or major performance problem, it will be addressed the following business day.

Party Responsibilities

Customer/User Responsibilities

Administrators are expected to complete all Apricot basic administrator webinars before they begin contacting Support. Non-administrator users also have a responsibility to obtain an understanding of the features prior to utilizing Support. Customer Support provides free online and recorded trainings through our online Help Manual and Knowledge Base. The user also has a responsibility to know what it is they need when contacting Support; the customer/user should contact their system administrator/site manager if they are uncertain of or unable to clearly describe their needs.

Customer Support Responsibilities

The Customer Support Representative is responsible for gathering the customer/user's information and for determining their needs by listening and asking clarifying questions. When evaluating the needs of the customer/user, it is our responsibility to determine whether the question or issue can be resolved by Tier 1 Ongoing Support. If not, the customer/user may be scheduled for advanced support with a more senior member of the team and/or forwarded on to their Account Manager to discuss paid training/consulting options when appropriate.

Customer Support: Basic Support

When users contact Customer Support, a case will be entered into our tracking system resulting in a unique case number. This case number will be provided to the customer and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the system.

Response Time for Basic Email/Portal Support

Response times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our initial target response time ranges depending on the priority of the case submitted. See below for details and definitions of case priorities and target response times:

- **Critical/Business Down** – These cases apply to a service being stopped or so severely impacting you with no acceptable workaround that you cannot reasonably continue business operations, reports due within a limited time frame, removal of users for security purposes from the software, features or reports not functioning causing possible data loss, data corruption, or significant financial impact. Customers reporting these cases should be readily available for additional follow up questions or troubleshooting. Target response time is two business hours.
- **High** - Your use of the software is continuing but there is a serious impact on business operations. You are reporting that the software is operational with one or more important features unavailable with no acceptable workaround. High priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is four business hours.
- **Medium** - Your use of the software is continuing but there is a moderate impact on business operations. User is reporting that the software is operational with one or more important features unavailable but there is an acceptable workaround. Medium priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is one business day.

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- Low - Software is operational with problems or errors which have little impact on system operations. There is no time limitation involved and the response will not impact immediate business operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, spelling or grammar errors, or comments on the software. Target response is one business day.

In order to provide the highest level of service to all our customers, Critical/Business Down cases will be reviewed first; if the case does not meet the definition of a Critical/Business Down case, then the response will be based on the actual priority of the question, request, or concern. If a case is not submitted through our designated contact us pages or the portal, the priority will default to Medium unless it explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a Customer Support Representative, the representative will notify you of the change and provide an explanation for the change.

When contacting Support via chat (during normal chat business hours):

Chat is answered in real time in the order in which they are received. If no representatives are available, your question will be sent via email and it will be answered in the order in which it is received – see email response times for more information. For all chat interactions, our goal is to answer the user's question(s) while on chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the customer will receive updates while the representative continues to work on the case. We strongly recommend that users do not use chat support for more complex questions or issues, such as advanced reporting related questions or troubleshooting technical issues on your computer, such as the inability to open a report. These types of questions are handled much more easily via a Case or email.

Resolution Time for Basic Support

Our targeted support (non-development related issue) resolution time is eight business hours from initial response (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Customer Support: Tiered Support Packages

Social Solutions offers *three* levels of advanced Apricot support to respond to unique client needs. These tiered support packages provide customers with 1:1 assistance for *fully trained* Apricot Administrators (see Customer/User Responsibilities above). This type of support typically lasts 30-60 minutes and is scheduled once a Customer Support Representative assesses that the particular case may be too complex to be resolved in a normal tier 1 support interaction. Customers with a premium Support Package receive between one and three hours per month of advanced support sessions related to general Apricot questions related inquiries depending on the level of support selected. In addition to the advanced support sessions, the packages may include additional email and chat support, ad hoc phone calls, and access to a Dedicated Support Specialist, which vary depending on the level of support selected. Additional needs may be discussed with the Account Management team. The limit for advanced support is per organization/customer and not per administrator. *For specific details on each level of Tiered Support, refer to the table on page 2 of this document.*

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Availability of Advanced Support

Targeted response times are enhanced although they still vary depending on the availability of the customer and the Advanced Support Representative.

Response and Resolution Time for Advanced Support

Response and resolution times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our target response time ranges from one hour to one business day depending on the severity of the issue and the level of advanced support selected. Our targeted support (non-development related issue) resolution time is eight business hours (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

Customer Support: Issues/Defects

An issue or defect is an error, flaw, mistake, or failure in the software. If the user is experiencing something that they believe to be an issue in the software, the user should contact Customer Support and provide detailed instructions on how to reproduce the problem. A representative will log in as/with the user to diagnose the issue and determine if it is a defect.

When users contact Customer Support with a potential issue, a case will be entered into the tracking system and the customer will be given a case number. If it is determined that the reported problem is a defect, the customer will also be given a defect number which should be used in preceding contacts with Customer Support. The representative will assign a severity to the issue based on the criteria described below; the resolution time is highly dependent on the severity. (Specific definitions can be found on page 6 of this document). A customer has the right to provide feedback regarding the severity of the issue based on the priority for their organization. Each time a user contacts support with a different issue, a new case number and an issue number will be provided to the customer. The customer will receive communication from Customer Support on the status of the issue based on the criteria set below.

The Social Solutions Development Team typically deploys three to four major updates/releases to the software per year. Customers are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.

Issue/Defect Priorities

Severity There are four levels of severity for issues. Each issue is prioritized based on its severity level.	Issue Criteria	Target Resolution Time	Communication and Escalation
Severity 1 "SHOW- STOPPER"	Major functionality issue that prevents customer from being able to use software.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	Customer Support will provide daily updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the COO will occur if issue is not resolved within the target resolution time.
Severity 1 "NON SHOW- STOPPER"	Major functionality issue which does not have a workaround that is key to Apricot's performance and causes major impact to customer's ability to operate their organization.	The Development Team works to resolve these issues immediately with a target resolution of 10 business days.	Customer may elect to have Customer Support provide updates on a daily basis, every other day, or whenever there is an update in the defect's remediation. Escalation of the issue to the COO will occur if issue is not resolved within the "target." resolution time.
Severity 2	A major function does not work in a core area of Apricot, but there is a workaround. However, the workaround is time consuming.	The Development Team will fix within its normal release cycle. The target is to fix these issues within 30-120 days.	Customers will receive an automated update when the issue resolution is scheduled to be deployed.
Severity 3	Minor functionality less key to Apricot is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of customers.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.
Severity 4	Cosmetic or inconsistency issues that do not affect functionality in any significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via customer portal and customers will receive an automated update when the resolution is scheduled to be deployed.

Resolution Time for Issues/Defects

These targeted resolution times only apply to core functionality, except if the functionality affected is completely hindering a user's ability to work and use the software.

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List of Exhibits

Exhibit A	Pricing Agreement
Exhibit B	Non Discrimination Certification, Section 0800

EXHIBIT A – PRICING AGREEMENT

APRICOT APPLICATION													
	Community Health	5% annual increase estimate	Adjusted annual spending estimate	Austin-Travis County EMS Injury Prevention Program	5% annual increase estimate	Adjusted annual spending estimate	Annual Grand Total						
YEAR 1	\$5,808.00	\$0.00	\$5,808.00	\$5,573.99	\$0.00	\$5,573.99	\$11,381.99	Year 1 (July 1, 2018 – June 30 2019)					
YEAR 2	\$5,808.00	\$290.40	\$6,098.40	\$5,573.99	\$278.70	\$5,852.69	\$11,951.09	Year 2 (July 1, 2019 – June 30 2020)					
YEAR 3	\$6,098.40	\$304.92	\$6,403.32	\$5,852.69	\$292.63	\$6,145.32	\$12,548.64	Year 3 (July 1, 2020 – June 30 2021)					
YEAR 4	\$6,403.32	\$320.17	\$6,723.49	\$6,145.32	\$307.27	\$6,452.59	\$13,176.08	Year 4 (July 1, 2021 – June 30 2022)					
YEAR 5	\$6,723.49	\$336.17	\$7,059.66	\$6,452.59	\$322.63	\$6,775.22	\$13,834.88	Year 5 (July 1, 2022 – June 30 2023)					
GRAND TOTAL			\$32,092.87			\$30,799.81	\$62,892.68						

Social Solutions 

Quote Number: 2018-27051
Offer Valid Through: June 9, 2018

Bill To:

City of Austin - Austin-Travis County EMS Injury Prevention Program
Dept 9300
PO Box 1088
Austin, Texas 78767

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products				
SKU	Product Name	Quantity	License Metric	Billing Frequency
GuestUserMod	Guest User Module The guest user base module provides secure web form access to external "guest" users. Additional users may be purchased on a per user basis.	1.00	Fee	Annually
Apricot	Apricot	20.00	Per User	Annually
AprBscSupport	Basic Support Package Basic support package for Apricot	1.00	Fee	Annually
DataImport	Data Import Add-on feature which provides the ability to import data into an Apricot system via a CSV file	1.00	Per User	Annually
FormLogic	Form Logic Add-on feature which provides conditional form logic	1.00	Fee	Annually
RegGridMod	Registration Grid Module Add-on feature which allows the creation of multiple Tier 2 records within an easy-to-use grid	1.00	Fee	Annually
Initial Invoice Amount USD				5,573.99
Annual Amount USD				5,573.99



Quote Number: 2018-27048
Offer Valid Through: June 9, 2018

Bill To:
Austin-Travis County EMS Community Health Program
Dept 9300
PO Box 1088
Austin, Texas 78767
United States

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products				
SKU	Product Name	Quantity	License Metric	Billing Frequency
Apricot	Apricot	20.00	Per User	Annually
AprBscSupport	Basic Support Package Basic support package for Apricot	1.00	Fee	Annually
CalIntExchange	Calendar Integration (Exchange) Add-on feature which provides integration with a customer provided Exchange account and allows schedule requests and invitations to be created and emailed to Apricot users	1.00	Per User	Annually
CalIntGoogle	Calendar Integration (Google) Add-on feature which provides integration with a customer provided Gmail account and allows schedule requests and invitations to be created and emailed to Apricot users	1.00	Per User	Annually
DataImport	Data Import Add-on feature which provides the ability to import data into an Apricot system via a CSV file	1.00	Per User	Annually
FormLogic	Form Logic Add-on feature which provides conditional form logic	1.00	Fee	Annually
GuestUserMod	Guest User Module The guest user base module provides secure web form access to external "guest" users. Additional users may be purchased on a per user basis.	1.00	Fee	Annually
RegGridMod	Registration Grid Module Add-on feature which allows the creation of multiple Tier 2 records within an easy-to-use grid	1.00	Fee	Annually
Initial Invoice Amount USD				5,808.00
Annual Amount USD				\$5,808.00

EXHIBIT B
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 4/9/2018

CONTRACTOR	Social Solutions Global, Inc.
Authorized	
Signature	DocuSigned by: <i>Kenneth Saunders</i>
Title	73AFA5B2F2EF403... CFO



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/05/2018

DEPT: Emergency Medical Services

TO: Purchasing Officer or Designee

FROM: Lisa Sepulveda, EMS Community Svs Prgm Mgr

BUYER: Sai Xoomsai Purcell

PHONE: (512) 736-9429

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Social Solutions Global, Inc. is the sole provider and manufacturer of Apricot software deployed in over 16,000 programs in North America assisting public sector agencies and non-profit services with data-tracking, managing program outcomes and grants reporting. Apricot is a fully propriety system, created and owned exclusively by SSG. This includes form and report design tools that utilize a propriety drag-and-drop interface that will allow Austin/Travis County EMS to independently modify fields, forms, reports, and dashboards, insuring that the system will support any changes to the evaluation and data collection model at no additional costs.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

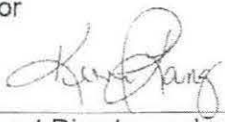
ATCEMS has been utilizing Apricot since 2013. The current platform that the program utilizes was developed in conjunction with design staff to suit the unique needs of both department programs. Approval for the continued use of Apricot will preclude the City incurring additional costs to develop, design a completely new system, as well as the possible loss of invaluable data base records used to record, track, account and report that directly supports both Austin-Travis County EMS Community Health and Injury Prevention Programs.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with SOCIAL SOLUTIONS GLOBAL, INC which will cost approximately \$ 62,892.68 (Provide estimate and/or breakdown of cost).

Recommended
Certification

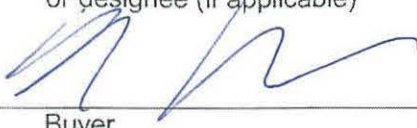
Lisa Sepulveda, Community Services Program Manager 04/05/18
Originator Date

Approved
Certification

 04/06/18
Department Director or designee Date

 4/12/18
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

 4/12/18
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013

March 28, 2018

City of Austin – Austin-Travis County EMS
15 Waller Street
Austin, TX 78702

To Whom It May Concern:

The purpose of this letter is to confirm that Social Solutions Global, Inc. is the sole provider and source of Apricot Software and Apricot maintenance services to the North American market.

The ETO® Software is a proprietary cloud based software system. Social Solutions Global, Inc. has developed proprietary templates that meet the data collection, reporting, and performance management needs of the City of Austin – Austin-Travis County EMS. Social Solutions Global, Inc. has been working successfully with many of City of Austin – Austin-Travis County EMS's partners.

Please do not hesitate to contact us for any additional information or visit our website at www.socialsolutions.com. Thank you for your interest in our products.

Regards,

DocuSigned by:



73AFA5B2F2EF403...

Ken Saunders

CFO