

PRIMEGOV SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made on the _____ day of _____ 20____
BETWEEN

1. **PRIME GOVERNMENT SOLUTIONS, INC.**, having its principal office at 3429 Derry Street, Harrisburg, PA 17111 (the "**Supplier**"); and
2. **City of Shreveport, whose** registered office is at 505 Travis Street, Shreveport, LA 71101 (the "**Customer**") (and at times referred to in this Agreement as a "**party**" or "**parties**")

BACKGROUND

- A. The Supplier has developed and owns the Service (as defined in clause 1) and has granted to the Customer a non-exclusive license to use such Service solely for Customer's internal operations and in accordance with the terms and conditions of this Agreement. The terms of this Agreement shall also apply to any updates and upgrades subsequently provided by Supplier to Customer for the Service. Supplier may update the functionality of or make modifications to the Service and user interface of the Service from time to time in its sole discretion and shall not be liable to Customer or to any third party for any modification of the Service. Supplier will use commercially reasonable efforts to notify Customer of any material modifications.
- B. The Customer wishes the Supplier to provide certain support services in respect of the Service in accordance with the provisions set out in Schedule 1 of this Agreement ("**Support Services**").

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement the following expressions will have the following meanings unless inconsistent with the context:

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| "Affiliate" | means any company or non-corporate entity that controls, is controlled by, or is under common control with a party. An entity shall be regarded as in control of another company or entity if it owns or directly or indirectly controls more than 50 per cent. of the voting rights of the other company or entity. |
| "Application Password" | means any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by Customer for the purpose of accessing and using the Service. |
| "Business Day" | a day that is not a Saturday, Sunday, or public holiday. |
| "Client Environment" | means the Customer hardware and software system containing the minimum specification, which the Customer, as advised by Supplier, is required to have to enable the Customer to connect with the Service. |
| "Customer Data" | means data, information or material provided or submitted by Customer or any User to the Supplier in the course of utilizing the Service. |
| "Data Controller" | means an entity which alone or jointly with others determines purposes for which and the manner in which any data are, or are to be, processed. |
| "Data Processor" | means an entity which processes the data only on behalf of the data controller and not for any purposes of its own. |
| "Effective Date" | means the date of this Agreement signed by the Supplier and the Customer. |
| "Intellectual Property Rights" | means all intellectual and industrial property rights of any kind whatsoever, registered or unregistered, including patents, know-how, software, code, intellectual property specifications, design plans, prototypes, drawings, software, software documentation, material, documents, ideas, operations, processes, product information, know-how, and the like including mode and procedures of development of source code, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, and any other rights in any invention, discovery or process, in each case in all countries in the world and together with all renewals and extensions. |
| "Personal Data" | means data that is processed by the Supplier on behalf of the Customer in relation to this Agreement and may include any information or data derived from Services that alone or together with any other information relates to an identified or |

identifiable natural person, or data considered to be personal data as defined under applicable privacy law.

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| “Pricing Schedule” | means Schedule 2 to this Agreement which sets out the prices and payment terms for the Service. |
| “Professional Services” | means the general consulting, implementation and/or training services to be provided to Customer. |
| “Purchase Order” | means a purchase order issued by the Customer to the Supplier for the Service. |
| “Service” | means Supplier’s online software applications purchased by Customer and maintained through Support Services by Supplier including associated offline components and ancillary online or offline services to which Customer is granted access under this Agreement. |
| “Service Level Commitments” | the service level commitments in respect of the Service to the Customer as more particularly set out in Schedule 1. |
| “Term” | means the term of this Agreement as specified in clause 3. |
| “User” | means one (or, if more than one, “Users”) of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer. |

2 INTERPRETATION

- 2.1 **Person:** The expression “person” means any individual, firm, body corporate, unincorporated association, or partnership, government, state, or agency of a state or joint venture.
- 2.2 **Headings:** The index and headings to the clauses, the Appendices and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.
- 2.3 **Statutes:** Any reference to a statute or statutory provision and all regulations and notices made pursuant to it (whether made before or after the date of this Agreement), includes a reference to the same as from time to time amended, modified, extended, re-enacted, consolidated, or replaced provided that amendments, consolidations, modifications, extensions, re-enactments or replacements made after the date of this Agreement will not have substantively changed any provision which is relevant to this Agreement.
- 2.4 **Provisions of the Agreement:** Any reference in this Agreement to a clause, Schedule or Appendix is a reference to a clause, Schedule or Appendix of this Agreement and references in any Schedule or Appendix to paragraphs relate to the paragraphs in that Schedule or Appendix. The Schedules and Appendices form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules and Appendices.
- 2.5 **Writing:** Any references to “writing” or “written” includes references to any communication effected by post, facsimile, email or any comparable means.

3 TERM

- 3.1 This Agreement shall unless terminated in accordance with clause 19, commence on the Effective Date and shall continue for an initial period of one (1) years therefrom (the “**Initial Term**”).
- 3.2 The term of this Agreement shall automatically extend for a period of one (1) year (the “**Extended Term**”) at the end of the Initial Term and at the end of each Extended Term, unless either party gives written notice to the other party not later than three (3) months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may.

4 CUSTOMER USE OF THE SERVICE

- 4.1 Supplier grants Customer a license to access and use the Service during the Term via the internet under and subject to the terms of this Agreement. Supplier reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

5 FEES AND PAYMENT

- 5.1 Customer agrees to pay fees as set forth in the Pricing Schedule (“**Service Fees**”).
- 5.2 The Service Fees are to be paid annually in advance commencing on the Effective Date of this agreement and are non-refundable.
- 5.3 The Service Fees shall be billable and payable annually in advance for a twelve (12) month period at a time (a “**Service Year**”) on the anniversary of the Effective Service Date (“**Renewal Date**”) for the first year and for each year thereafter the Service Fees shall be payable annually in advance on each subsequent anniversary of the Renewal Date. One month prior to the expiry of a Service Year (“**Service Year Expiry Date**”) the Service Fees for the Service Year will be invoiced by the Supplier to the Customer in respect of the Service to be provided in the following Service Year. The Customer shall pay the Service Fees on or before the relevant Service Year Expiry Date.
- 5.4 Where any additional Service(s) is acquired by the Customer during the period between one Renewal Date and the next Renewal Date (the “**Installation Year**”) the Service Fees payable shall be calculated pro-rata, from the date of the Purchase Order for the

Service(s) in the Installation Year up to the next Renewal Date applicable to Customer's other Licenses. For all subsequent years thereafter, the Service Fees shall be payable annually in advance on each anniversary of the Renewal Date in accordance with this Agreement.

- 5.5 Where the Supplier performs Professional Services under this Agreement (such as configuration of the Support Service if requested by Customer or migration of Customer Data to the Service), such services shall be invoiced by the Supplier on a time and material basis in accordance with the Supplier's rates in effect at the time of provision of such services ("**Professional Services Fees**") unless otherwise agreed in writing between the Parties and will be payable without withholding, deduction or off set of any amounts for any purpose.
- 5.6 The Service Fees and Professional Service Fees do not include local or foreign taxes, duties, fees, and levies imposed from time to time by any government or other authority ("**Taxes**") and such Taxes, where applicable, will be payable by the Customer on the Service Fees and Professional Services Fees, at the rate applicable at the time of supply of the Service and/or Professional Services.
- 5.7 The Customer shall pay each invoice within thirty (30) days of receipt of this invoice.
- 5.8 Customer agrees to provide Supplier billing and contact information as Supplier may reasonably require. Customer agrees to update this information promptly by means of email to the Supplier and in any case within fifteen (15) days, if there is any change.

6 NON-PAYMENT

- 6.1 Customer's account will be considered delinquent (in arrears) if the Supplier has not received payment in full within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier;
- 6.2 Interest shall accrue on any payments (or any part thereof) outstanding at a rate of one and a half per cent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower, plus all expenses of collection, including reasonable legal fees and court costs;
- 6.3 Subject to clause 6.6 below, the Supplier may, upon giving ten (10) days written notice but without liability to the Customer, disable/suspend the Customer's password, account and access to all or part of the Service and the Supplier shall be under no obligation to provide any or all of the Service while the invoice(s) or any part thereof, remains unpaid;
- 6.4 Supplier may in its discretion, decide not to exercise its rights under clause 6.2 (interest) and 6.3 (suspension), if Customer is disputing the applicable Service Fees and/or Professional Services Fees reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 6.5 Supplier reserves the right to impose a reconnection fee if the Service is suspended (as a result of Customer's breach) but subsequently reinstated.
- 6.6 Without recourse to clause 6.1 (delinquency), Supplier reserves the right to terminate this Agreement if Customer's account falls into arrears thirty (30) days after the due date.

7 RESTRICTIONS ON USE OF THE SERVICE

- 7.1 The Customer may not:
 - 7.1.1 make the Service or use the Service for the benefit of anyone else other than the Customer and the Customer's Users. Customer shall access and use the Service only to the extent of authorizations acquired by the Customer in accordance with this Agreement (for example the quantity specified in the relevant Purchase Order) and Customer agrees that the Customer is solely responsible for use of the Service by any Users who access and/or use the Service. Customer agrees to immediately notify the Supplier if Customer becomes aware of any loss or theft or unauthorized use of Customer's account credentials.
 - 7.1.2 sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Supplier's prior written consent;
 - 7.1.3 submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "**Objectionable Matter**"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, the Supplier may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Supplier web site and Customer and Customer's Users will be bound by any such rules. Supplier reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Supplier rules regarding appropriate use but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data and use of the Service.
 - 7.1.4 interfere with or disrupt the integrity or attempt to gain unauthorized access to the Service or the Supplier's intellectual property therein;
 - 7.1.5 copy the Service or any part, feature, function or user interface thereof;
 - 7.1.6 frame or mirror any part of any Service on any other server or wireless or internet-based device outside of the agreed usage in this contract; or
 - 7.1.7 access any part of the Service in order to build a competitive product or service or to build a product using similar ideas, features, functions or graphics of the Service;
- 7.2 Supplier reserves the right to disable, suspend or terminate this Agreement for cause in case the Customer breaches the provisions of this clause 7.

8 CUSTOMER DATA

- 8.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2 Supplier will use best efforts to provide protection using current technological standards to protect Customer Data against unauthorized disclosure or use.
- 8.3 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

- 8.4 Subject to the terms and conditions of this Agreement, Customer grants to Supplier a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

9 CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

- 9.1.1 provide the Supplier with:
- (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier in order to render the Service, including but not limited to Customer Data, security access information and configuration services;
- 9.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 9.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 9.1.4 ensure that the Users use the Service in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;
- 9.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- 9.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- 9.1.7 shall be solely responsible for protecting and safeguarding all Application Passwords, as Customer will be the only party with knowledge of its passwords. If Customer makes such Application Passwords available to any third party, Customer shall be liable for all actions taken by such third party in connection with the Service. Customer shall not disclose or make available the Application Password other than to Customer's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Password and the Service and will notify the Supplier promptly of any such unauthorized access or use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws; and
- 9.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10 PROFESSIONAL SERVICES

- 10.1 Customer may retain Supplier to perform Professional Services as the parties may agree upon in writing ("**Work Order**"). Supplier will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."
- 10.2 Unless otherwise agreed in writing either under this Agreement or in the Work Order, Professional Services are provided by Supplier on a time and materials basis. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this clause 10 unless otherwise agreed in writing. The code and functionality made or provided under this clause 10 and all proprietary and intellectual property interests therein, will be Supplier's property. Access to the results of Professional Services will be available, subject to any further terms as may be agreed between the parties, as part of the Service during the Term unless otherwise agreed in writing.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 Customer will not acquire any title copyright or other proprietary rights or Intellectual Property Rights in the Service or to the source code of the Service including in any materials or supporting documentation provided under the Service as provided in this Agreement.
- 11.2 The Supplier shall at all times be the sole owner of all title and Intellectual Property Rights emanating from any intellectual property, additional coding, data or patents, any discovery, invention, secret process, development, research or improvement in procedure that may be generated in connection with this Agreement including, but not limited to, any derivative works and Customer-specific enhancements and modifications. All intellectual property and other proprietary rights made, conceived or developed by the Supplier alone or in connection with the Customer in the course of the supply of the Service shall at all times be and remain the sole and exclusive property of the Supplier along with any improvement of any process, know-how, technology and any other materials in respect of the Service to be provided under this Agreement.
- 11.3 The Customer agrees not to remove, modify or use in any way any of Supplier's proprietary marking, including any trademark, product or service names or copyright notice, without the prior written consent of the Supplier.

12 PRIVACY

Supplier agrees to implement its privacy policies in effect from time to time.

13 SERVICE LEVEL WARRANTY

Supplier warrants during the Term of this Agreement that the Service will meet the Service Level Commitment stated in Schedule 1.

14 ADDITIONAL WARRANTIES

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

15 INDEMNIFICATION

- 15.1 Supplier will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable legal fees) (collectively, "**Losses**") arising from any third-party claim, suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service or Supplier Content (other than that due to Customer Data). In case of such a claim, Supplier may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer or replace the Service

with a non-infringing Service. THIS CLAUSE 15.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT. This indemnity by Supplier shall not apply to the extent that the claim of infringement of Intellectual Property Rights arose as a result of i) any negligent act or omission or willful misconduct of the Customer pursuant to this Agreement; (ii) any misuse or modification of the Service by the Customer, including, but not limited to the Customer's use of the Service in a manner inconsistent with information, directions, specifications, or instructions provided and approved by Supplier; (iii) the Customer's use of the Service in combination or conjunction with any product, service, device, or method not owned, developed, furnished, recommended, or approved by Supplier; (iv) the combination, operation or use of the Service with non-Supplier programs, data, methods or technology if such infringement would have been avoided without the combination, operation or use of the Service with other programs, data, methods or technology, or (v) Customer's breach of any of the provisions of section 7 of this Agreement.

- 15.2** Customer will defend, indemnify, and hold Supplier (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of clause 7 above.
- 15.3** Customer will defend, indemnify, and hold Supplier (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third-party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to Supplier of all costs (including legal fees) incurred by Supplier as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Supplier for its staff time in responding to such third-party subpoena or compulsory legal order or process at Supplier's then applicable hourly rates.
- 15.4** In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("**Indemnitee**") will provide the indemnifying party ("**Indemnitor**") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this clause 15 to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault, or liability.

16 DISCLAIMERS AND LIMITATIONS

- 16.1** Except with regard to Customer's payment obligations under clause 5 and with regard to either party's indemnification obligations under clause 15, in no event will either party's aggregate liability exceed the Service Fees due for the preceding twelve (12) month period at the time of the event or circumstance giving rise to such claim. Except in regard to Customer's breach of clause 7, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).
- 16.2** The Supplier is not responsible for any defects or damages resulting from Customer's or Customer's agents or employees mishandling, abuse, misuse, accident, or Force Majeure. The Customer agrees to inform the Supplier of any Customer system change that may reasonably be expected to affect the Supplier's ability to provide the Service and shall notify the Supplier of any change to its IT configuration affecting the Services. The Supplier shall not be held responsible for the availability of telephone lines, the Internet, electricity, or servers outside its reasonable control. The Supplier provides no warranty or guarantee in relation to speed of delivery of the Service, including the speed of any restores. The speed of delivery of the Service is dependent on factors outside the control of the Supplier including inter alia the speed, functionality and condition of the Customer's IT infrastructure, the amount of data being restored and/or the bandwidth of the Customer's internet connection. Any errors caused arising from the inadequacy or defectiveness of the Customer's IT infrastructure and/or the connectivity and bandwidth of the Customer's internet connection may affect the delivery of the Service including the performance of any restores. The Supplier will notify Customer of any technical failures in respect of delivery of the Service of which it is aware and subject to the terms of the Service Level Commitments, will endeavor to work with Customer to assist with rectification of any such failures. Customer acknowledges that changes may be required to the Customer's IT infrastructure and/or to its internet connectivity including its bandwidth capacity or otherwise to improve the speed, performance and/or delivery of the Service. Customer shall be responsible for the cost of any such changes. Any administrative and technical notifications in respect of the delivery of the Service will be sent by email to the Customer.
- 16.3** Except as set forth in the Service Level Commitments, the Supplier makes no warranty that the Service will be uninterrupted, timely, secure or error free. The Supplier expressly disclaims all liability howsoever arising from any change made to the Customer's IT configuration of the Client Environment of which Customer has not notified the Supplier in writing. No statement, whether oral or written, obtained by Customer from the Supplier shall create any warranty not expressly made herein.
- 16.4** The Customer recognizes that the Internet consists of multiple participating networks that are separately owned and not subject to the Supplier's control. The Customer agrees that the Supplier shall not be liable for damages incurred or sums paid when the Service is temporarily or permanently unavailable due to malfunction of, or cessation of, internet services by networks or Internet service providers not subject to the Supplier's control, or for transmission errors in, corruption of, or the security of the Customer Data or data transmitted through the Service carried on such networks or Internet service providers. The Supplier shall have no liability hereunder for damages incurred or sums paid due to any fault of Customer or any third party, or by any harmful components (such as computer viruses, worms and computer sabotage). The Supplier is not liable for any breach of security on the Customer's network, regardless of whether any remedy provided in this Agreement fails in its essential purpose.
- 16.5** THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SUPPLIER. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

17 CONFIDENTIALITY

- 17.1** "**Confidential Information**" means non-public information, technical data or know-how of a party and/or its Affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

- 17.2 Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.
- 17.3 Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this clause 17 will survive for five (5) years after the termination or expiration of this Agreement.
- 17.4 Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
- 17.5 In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

18 DATA PROTECTION

- 18.1 The parties agree that the Customer is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.
- 18.2 The Supplier will:
 - 18.2.1 take appropriate technical and organizational measures against unauthorized or unlawful processing of, and accidental loss or destruction of, or damage to, Personal Data, having regard to the state of technological development and the cost of implementing any measures, to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing, accidental loss, destruction or damage and the nature of the Personal Data;
 - 18.2.2 only process Personal Data in accordance with instructions from the Customer and the Customer shall not provide the Supplier access to sensitive personal information that imposes specific security data security obligations for the processing of such data.; and
 - 18.2.3 take reasonable steps to ensure the reliability of its employees who have access to the Personal Data.

19 TERMINATION

- 19.1 If a party:
 - (a) commits a material breach of this Agreement which cannot be remedied; or
 - (b) commits a material breach of this Agreement which can be remedied but fails to remedy that material breach within sixty (60) days of a written notice setting out the breach and requiring it to be remedied being given by the other party (or such longer period where agreed between the parties.
 the other party may terminate this Agreement immediately by giving not less than sixty (60) days' written notice to that effect to the party in breach.
 - 19.1.1 A breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
 - 19.1.2 This clause **Error! Reference source not found.** will not apply to any failure by the Customer to make any payment due to the Supplier under this Agreement on or before the due date. Clause 19.2 will apply instead to any such failure.
- 19.2 The Supplier may terminate this Agreement by giving not less than thirty (30) days' written notice to that effect to the Customer if the Customer fails to make any payment due to the Supplier under this Agreement within sixty (60) days after the relevant due date for payment.
- 19.3 Either party may terminate this Agreement immediately by giving written notice to that effect to the other party if the other party becomes insolvent. Each party will notify the other party immediately upon becoming insolvent.
- 19.4 If an application for an administration order, a notice of intention to appoint an administrator or a winding up petition is the only grounds for giving notice to terminate, that notice will be deemed to be ineffective if:
 - 19.4.1 in the event of an application for an administration order being made, that application is withdrawn or dismissed within ten (10) Business Days of being made;
 - 19.4.2 in the event of a notice of intention to appoint an administrator being filed, no administrator is appointed within ten (10) Business Days of the notice being filed; or
 - 19.4.3 in the event of a winding up petition being presented, that petition is withdrawn or dismissed prior to advertisement and within ten (10) Business Days of presentation.
- 19.5 The Supplier's rights of termination set out in this Agreement are in addition to and not in substitution for any rights of termination which may exist at common law.
- 19.6 Termination of this Agreement for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

20 CONSEQUENCES OF TERMINATION

- 20.1 The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- 20.2 If the Supplier terminates or suspends the Service under this Agreement, Customer must pay within thirty (30) days all Service Fees and Professional Services Fees that have accrued prior to such termination or suspension, as well as any fees that remain unpaid for the Service up to date of termination or suspension plus related taxes and expenses. If the Agreement is terminated by Customer for any reason other than a termination expressly permitted by the Agreement, Customer agrees that the Supplier shall be entitled to the Service Fees payable for the Service under the Agreement for the entire Initial Term or if terminated during

an Extended Term, the Service Fees payable for the entire Extended Term, unless a provision to the contrary is stipulated in the Agreement.

- 20.3 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 20.4 The Customer shall not be entitled on or after the termination of this Agreement for any reason whatsoever to a rebate of any Service Fees paid in advance of their due date.
- 20.5 On termination of this Agreement howsoever arising the Customer will at the direction of the Supplier return to the Supplier any documents in its possession or control which contain or record any Confidential Information.

21 FORCE MAJEURE

- 21.1 Neither party to this Agreement will be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure, provided that it has complied and continues to comply with its obligations set out in clause 21.2. "Force Majeure" means in this Agreement catastrophic events of environmental and unforeseen nature. Examples defined as Force Majeure include, but are not limited to, hurricanes, tornados, earthquakes, and others of like unforeseen environmental impacts.
- 21.2 If a party's performance of its obligations under this Agreement is affected by Force Majeure:
 - 21.2.1 it will give written notice to the other party, specifying the nature and extent of the Force Majeure, within seven days of becoming aware of the Force Majeure and will at all times use all reasonable endeavors to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, to mitigate its severity, without being obliged to incur any expenditure;
 - 21.2.2 subject to the provisions of clause 21.3, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and
 - 21.2.3 it will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure.
- 21.3 If the Force Majeure in question continues for more than three (3) months a party may give written notice to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than fifteen (15) days and once such notice has been validly given, this Agreement will terminate on that termination date.
- 21.4 If the Agreement is terminated in accordance with clause 21.3, then neither party will have any liability to the other except that rights and liabilities which accrued prior to such termination will continue to exist.

22 EMPLOYEES NON-SOLICITATION

- 22.1 Notwithstanding any degree of supervision exercised by either party over employees of the other, in no circumstances will the relationship of employer and employee be deemed to arise between either party and an employee of the other.
- 22.2 Unless this Agreement is earlier terminated by reason of the Supplier's Insolvency ("Insolvency Event") when no such restrictions shall apply, during the term of this Agreement and for a period of six months after its termination, Customer will not and will ensure that its Affiliates will not, directly or indirectly, without the prior written consent of the other, solicit, or permit any of its group companies to solicit or entice, the employment of any person who is employed by the other party or any of its group companies and whose role either wholly or partly relates to the provision of the Service or the performance of this Agreement. For the purposes of this clause 22, "solicit" or "entice" means the soliciting or enticing of such person with a view to engaging such person as an employee, director, subcontractor, consultant or independent contractor or through a company owned by such person or his or her family but will not apply in the case of any such person responding without enticement to a job advertisement which is capable of being responded to by members of the public (or sections thereof) generally.
- 22.3 In such circumstances where the Supplier suffers an Insolvency Event, nothing in this clause 22 will prohibit the Customer from soliciting or enticing or attempting to solicit or entice the employment of any of the key personnel for the duration of that Insolvency Event.

23 ASSIGNMENT

- 23.1 Either party may assign, novate or deal in any other manner with any of its rights and obligations under this Agreement.
- 23.2 Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

24 NOTICES

- 24.1 Notices will be in writing, in the English language, marked for the attention of the specified representative of the party to be given the notice or communication and:
 - 24.1.1 sent by pre-paid first-class post to that party's address;
 - 24.1.2 sent by e-mail to that party's e-mail address (with a copy sent by pre-paid to that party's address within twenty-four (24) hours after sending the e-mail).

The address, e-mail address and representative for each party are set out below and may be changed by that party giving at least five (5) Business Days' notice in accordance with this clause 24:

Attention of:

Attention of:

Prime Government Solutions Inc.
3429 Derry Street
Harrisburg, PA 17111

PrimeGov Finance
billing@primegov.com

- 24.2 Any Notice given in accordance with 24.1 will be deemed to have been served:
 - 24.2.1 if given as set out in clause 24.1.1 at 9.00 am on the second Business Days after the date of posting; or
 - 24.2.2 if given as set out in clause 21.2.3, at the time of sending (except that if an automatic electronic notification is received by the sender within twenty-four (24) hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served).

25 RELIANCE ON REPRESENTATIONS

- 25.1 The Customer acknowledges that this Agreement has not been entered into wholly or partly in reliance on, nor has the Supplier given or made, any warranty, statement, promise or representation other than as expressly set out in this Agreement.
- 25.2 Nothing in this clause 25 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

26 SET-OFF OR WITHHOLDING

All payments to be made by the Customer to the Supplier under this Agreement will (in the absence of express written agreement from the Supplier) be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature unless the Customer is required by law to make any such deduction or withholding and Customer has given prior notification to Supplier of such legal obligations on the Customer's part.

27 ENFORCEMENT BY THIRD PARTIES

The terms and conditions of this Agreement are for the sole benefit of the parties and nothing herein will be construed as giving any rights to any person or party not a party to it.

28 INVALIDITY/SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

29 VARIATION

This Agreement may only be varied or amended in writing and signed by the parties or their authorized representatives of each of the parties.

30 WAIVER

No failure or delay by the Supplier to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

31 DISPUTE RESOLUTION

- 31.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause 31.
- 31.2 The parties will initially seek to resolve the Dispute through discussion and negotiation in good faith between the appropriate officers of the parties. If the Dispute is not resolved, through discussion and negotiation under this section, within thirty (30) days (or such alternative time period as may be agreed between the Parties), the following procedure will apply:-
 - 31.2.1 Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) will be resolved at the request of either party through binding arbitration. Arbitration will be conducted under the rules and procedures of the American Arbitration Association ("AAA"). The parties will request that AAA appoint a single arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect and an enforceable provision that most closely reflects the parties' intent will be substituted for the unenforceable provision. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

32 GOVERNING LAW AND JURISDICTION

- 32.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of the State of Louisiana.
- 32.2 The courts of Louisiana will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction except that either party may seek injunctive relief in any court of competent jurisdiction.

33 MERGER AND MODIFICATION

This Agreement, including the attached documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

34 INTERLOCAL AGREEMENT

This Agreement may be extended for use by other municipalities and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the code, charter, and/or procurement rules and regulations of those respective governmental entities.

35 NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Supplier agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Supplier agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Supplier shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

SIGNED BY the parties on the date stated at the beginning of this Agreement.

CITY OF SHREVEPORT

PRIMEGOV

.....
Authorized Signature

.....
Authorized Signature

.....
Print Name/Title

Sherif Agib/President
Print Name/Title

.....
Date

.....
Date

SCHEDULE 1 – Support Services Contract

This Support Services Contract describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported.

1. **Service Uptime Target.** PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days' notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) to 03:00 a.m. Mountain Time on Friday. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification is provided to the Customer within the minimum two (2) business day period.

2. **Reporting an Issue.**
 - a. **Contact Details.** At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
 - i. Entering a ticket in the help desk system at support.primegov.com.
 - ii. E-mailing the Customer Success team directly at support@primegov.com.
 - iii. Calling the Customer Success team at 1-833-634-6349.
 - b. **Hours of Coverage.** Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
 - i. **Call for phone support.** Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 1-833-634-6349.
 - ii. **Enter an issue in the help desk system.** This service is available twenty-four (24) hours a day, seven (7) days a week at support.primegov.com.
 - iii. **Email an issue to the Customer Success team.** This service is available twenty-four (24) hours a day, seven (7) days a week.
 - c. **Customer Priority Identification.** The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

| PRIORITY CODE | DESCRIPTION |
|---------------|---|
| P1 - Critical | The problem is impacting all Users by the Service being unavailable with no work-around available. |
| P2 - High | The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available. |
| P3 - Moderate | The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available. |
| P4 - Low | Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only. |

3. **Resolving an Issue**
 - a. **Steps to Resolution.**
 - i. PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.
 - ii. The issue will then result in one of the following actions:
 1. The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
 2. PrimeGov Customer Success staff will ask for more clarification/ information on the issue.
 3. PrimeGov Customer Success staff may discuss the priority of the issue.
 4. The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.
 - iii. If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.
 - b. **Target Response Time.** PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a "Target Response Time"). The following Target Response Times are within the hours of coverage:

| PRIORITY CODE | DESCRIPTION | TARGET RESPONSE TIME < |
|---------------|-------------|------------------------|
| P1 | Critical | 30 minutes |
| P2 | High | 1 hour |
| P3 | Moderate | 2 hours |
| P4 | Low | 40 hours |

4. **Problem Escalation.** A Support Call's Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

| ROLE | NAME | CONTACT EMAIL |
|------------------------|-----------------|--|
| Technical Support Lead | Sydney Erickson | sydney.erickson@primegov.com |

| | | |
|----------------------------|--------------|--|
| Technical Support Director | Larry Thorpe | larry.thorpe@primegov.com |
| President | Sherif Agib | sherif@primegov.com |

5. **Minor Enhancements.** Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case-by-case basis and will be included under this Agreement at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.
6. **Knowledge Base.** PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at support.primegov.com. The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.
7. **Exclusions**
 - a. Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Agreement and will be managed separately.
 - b. PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an “as-is” basis at PrimeGov’s sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
 - c. Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
 - d. Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
 - e. Either Party being subject to Force Majeure.
 - f. The Customer’s failure, inability or refusal to allow PrimeGov’s personnel proper and uninterrupted access to the Service.