



## Contract Purchase Agreement 3001093

### Supplier Details:

Company Crm Orbit Inc dba Energy Orbit  
Contact Lance Maxwell  
Address 911 Lakeville St Suite 137

Petaluma, CA 94952

### Submit your response to:

Company City of Roseville  
Contact "Becky" Rebecca Philipp  
Address Purchasing Division  
2075 Hilltop Circle  
Roseville, CA 95747  
Phone (916) 774-5724  
Fax (916) 774-5736  
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

**Sole proprietorship - By owner**

**Partnership - Any general partner**

**Corporation - Two options:**

**(1) A signature from the President and the corporate seal; OR**

**(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation**

\*General Manager, Office Manager and/or Sales Manager are not corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

### Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3001093

Agreement	3001093
Agreement Date	18-FEB-2021
Revision	0
Agreement Amount	94,400.00 USD

Invoice To **City of Roseville**  
**Accounts Payable**  
**311 Vernon St**  
**ROSEVILLE CA 95678**

**Phone:** (916) 774-5488  
**Fax:** (916) 784-3796  
**Email:** accountspayable@roseville.ca.us

Supplier **Crm Orbit Inc dba Energy Orbit**  
 911 Lakeville St Suite 137

Petaluma, CA 94952  
**Phone:** ()  
**Fax:** ()  
**Email:** lmaxwell@energy-orbit.com

Description of  
 Labor,  
 equipment  
 and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL UTILITY REBATE TRACKING, ELECTRONIC WORKFLOW AND REPORTING SYSTEM AND CONTRACTOR'S PROPOSAL DATED 8/11/17. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL UTILITY REBATE TRACING, ELECTRONIC WORKFLOW AND REPORTING SYSTEM AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE. IN ADDITION TO THE TERMS AND CONDITIONS STATED HEREIN, THE CITY OF ROSEVILLE ALSO AGREES TO THE ATTACHED crmORBIT, INC. dba energyORBIT SERVICE AND LICENSE RENEWAL AGREEMENT AND SFDC SERVICE TERMS OF USE THAT SHALL GOVERN THE ACCESS TO OR USE OF THE SALESFORCE ADMINISTRATOR AND USER LICENSES.

CONTACT RENEE LAFFEY AT 916-774-5671 FOR QUESTIONS REGARDING THIS CONTRACT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11950	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2021	30-Jun-2022	"Becky" Rebecca Philipp Phone 1-916-774-5724			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

### Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:  
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
  - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
  - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City

Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. **Additional Insureds.** Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
  - (1) the minimum coverage and limits specified in this Agreement; or
  - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. **Cancellation/Modification.** Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. **Umbrella/Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. **Subconsultants.** Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- g. **Self-Insured Retentions.** All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- i. **Liability/Remedies.** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other

provisions of this Agreement or law.

11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.

21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor agrees to defend and indemnify City if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that Contractor and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of City.

Contractor and City agree that: (a) Contractor is free from the control and direction of City in connection with the performance of the work; (b) Contractor is providing services directly to City; (c) Contractor has and will maintain at all relevant times a business license; (d) Contractor maintains a business location that is separate from City; (e) Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from City; (g) Contractor advertises and holds itself out to the public as available to provide the same or similar services; (h) Contractor provides its own tools, vehicles, and equipment to perform the services; (i) Contractor has negotiated its own rates; (j) Contractor

set its own hours and location of work in accomplishing City's on-call needs; and (k) Contractor has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

**The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.**

Roseville Business License No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Check mark the applicable company type below:

Corporation

Limited Liability Company

Partnership

Sole Proprietor

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.  
Information Technology T&C, AB5  
REV 3/26/2020 JS*

ATTACHMENT A  
HUMAN RESOURCES/RISK MANAGEMENT DIVISION  
INSURANCE REQUIREMENTS  
AGREEMENT UNDER FORMAL BID LIMIT

General - Required Coverage:

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory \*Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: \_\_\_\_\_  
General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate

Design Professional: \_\_\_\_\_  
General Liability:  
\$2 Million/occurrence  
\$4 Million aggregate  
Professional Liability:  
\$2 Million/occurrence

Professional Consultant: \_\_\_\_\_  
Professional Liability:  
\$1 Million/occurrence

IT Services:  \_\_\_\_\_  
Professional Liability:  
\$1 Million/occurrence  
No auto required

Special Events/Caterers-Vendors: \_\_\_\_\_  
No auto required  
No workers' comp required

Professional Counseling/ Psychological: \_\_\_\_\_  
Professional Liability:  
\$1 Million/occurrence  
No auto required

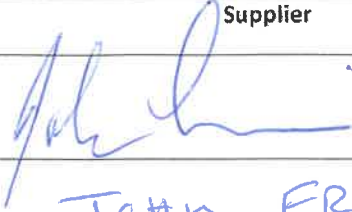
Insurance Verification


By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



Supplier	
Signature:	
Print Name:	JOHN FRUIN
Title:	CFO

Supplier	
Signature:	
Print Name:	Ehud Merhad
Title:	CEO

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

## SERVICE AND LICENSE RENEWAL AGREEMENT



One Market Street  
Spear Tower, Suite 3600  
San Francisco, CA 94105

### **crmOrbit, Inc. (D.B.A. energyOrbit) Service and License Renewal Agreement**

THIS RENEWAL AGREEMENT is made as of July 1, 2021 ("Effective Date") between the City of Roseville (Roseville Electric) and crmOrbit Inc, dba energyOrbit, a California corporation, having an office at One Market Street – Spear Tower, Suite 3600, San Francisco, CA 94105, collectively "the Parties."

The Parties agree to renew the original "Agreement" (Professional Services Agreement) dated February 1, 2012, and amended on December 5, 2012, January 21, 2015, and December 20, 2016; it is agreed that said Agreement is extended for an additional one-year term commencing upon the expiration of the previous renewal term (June 30, 2021) and shall now expire on June 30, 2022.

This Renewal Agreement establishes 2021-2022 Pricing and Payment Terms for energyOrbit licenses reflected in the 2021-2022 Renewal Pricing Table set forth on the following page.

## SERVICE AND LICENSE RENEWAL AGREEMENT



One Market Street  
Spear Tower, Suite 3600  
San Francisco, CA 94105

### 2021-2022 Renewal Pricing Table

#### TERMS AND CONDITIONS

The products included in this document are provisioned by energyOrbit for use by **City of Roseville** for the renewal period indicated in the renewal agreement. All energyOrbit licenses are issued per user per year.

Payment dates and amounts will be determined based on previous payment history. This is not a schedule of payments due.

#### PRODUCTS AND SERVICES

Product/Service Name	Price per Year	Quantity	Renewal Term Years	Total Price per Year	Total Price for Renewal Terms
energyOrbit Admin License	\$1,650	5	1	\$8,250	\$8,250
energyOrbit User License	\$1,650	15	1	\$24,750	\$24,750
energyOrbit Portal Licenses (blocks of 1,000)	\$1,650	6	1	\$9,900	\$9,900
Salesforce additional file storage (blocks of 10Gb)	\$750	2	1	\$1,500	\$1,500
Electric - General Support and Enhancements	\$45,000	1	1	\$45,000	\$45,000
EU - General Support and Enhancements	\$5,000	1	1	\$5,000	\$5,000
<b>TOTALS</b>				<b>\$94,400</b>	<b>\$94,400</b>

#### NOTES

1. Pricing does not include any applicable local and state taxes.

**SERVICE AND LICENSE RENEWAL AGREEMENT**



One Market Street  
Spear Tower, Suite 3600  
San Francisco, CA 94105

2. Payment terms will follow those listed in the Agreement.

**SERVICE AND LICENSE RENEWAL AGREEMENT**



One Market Street  
Spear Tower, Suite 3600  
San Francisco, CA 94105

Acknowledged and Agreed by:

**City of Roseville**

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

**crmOrbit, Inc. d/b/a energyOrbit**

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

## SFDC Service Terms of Use

"**AppExchange**" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

"**Reseller**" means crmOrbit, Inc.

"**Reseller Application**" means energyOrbit

"**Platform**" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"**SFDC Service**" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

"**SFDC**" means salesforce.com.

"**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of these SFDC Service Terms of Use as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

"**You**" and "**Your**" means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of these SFDC Service Terms of Use, together with any other terms required by Reseller.

"**Your Data**" means all electronic data or information submitted by You as and to the extent it resides in the Service.

### 1. Use of Service.

- (a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of these SFDC Service Terms of Use, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service. If You wish to use the SFDC Service or any of its functionalities or services, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit [www.salesforce.com](http://www.salesforce.com) to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in

the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

- (b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- (c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- (d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.
- (e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not

defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of these SFDC Service Terms of Use.

3. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these SFDC Service Terms of Use. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in these SFDC Service Terms of Use.
4. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
5. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
6. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of these SFDC Service Terms of Use by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with these SFDC Service Terms of Use.
7. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
8. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.
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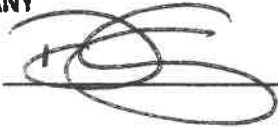


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**COMPANY**

By: \_\_\_\_\_



Print Name: Dominick Casey

Title: Acting City Manager

Date: May 3, 2018