TO: PUBLICSTUFF, INC
ATTN: Lily Liu
214 W 29th St, Room 205
New York, NY 10001

DATE ISSUED: 11/04/2013
CURRENT CONTRACT NO: 553-14

CONTRACT TITLE: Mobile Service
Request Saas
PRIOR CONTRACT NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective 11/04/2013 and expires on 10/31/2016

The contract documents consist of the terms and conditions of Agreement No. 553-14, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO Exhibit F Pricing Proposal (ATTACHED)

2) PRICING FIRM FOR CONTRACT TERM

ATTACHMENTS:

1) Main Agreement 553-14 (ATTACHED)

2) Exhibits A, B, C, D, E, F, G

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Paul Wolf
TELEPHONE NO.: 347-442-7227 x22
EMAIL ADDRESS: paul@publicstuff.com
VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: Suzanne Straus
TELEPHONE NO.: 703-228-3207
EMAIL ADDRESS: sstraus@arlington.va.us

CONTRACT AUTHORIZATION

Charity Hooper, VCA
Purchasing Officer

DATE 11/4/2013

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 553-14

THIS RIDER AGREEMENT (hereinafter “Agreement”) is made, on the date of
its execution by the County, between PUBLICSTUFF, INC (“Contractor”), a
Delaware Corporation authorized to transact business in the
Commonwealth of Virginia, and the County Board of Arlington County,
Virginia (“County”). The County and the Contractor, for the
consideration and quantity(ies) specified herein or specified in a
County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement #553-14 (“Main
Agreement”) and Exhibit A Palo Alto Contract # Contract #S13148358: 4 -
NOT TO EXCEED pricing, 6 - QUALIFICATIONS/STANDARDS OF CARE, 7 -
COMPLIANCE WITH LAWS, 8 - ERRORS/OMISSIONS, Exhibit B PublicStuff’s
Subscription Terms and Conditions, Exhibit C PublicStuff’s Service
Level Agreement (“SLA”), Exhibit D County’s Non-Disclosure Security
Agreement (“NDSA”), Exhibit E PublicStuff’s Privacy Policy, Exhibit F
Pricing, Exhibit G Ordering Schedule (collectively, “Contract
Documents” or “Contract”).

This Agreement rides a competitive procurement process conducted by the
City of Palo Alto, CA. The Contractor desires to extend to the County
the same pricing or better as the Contractor’s agreement with Palo
Alto, CA.

Where the terms and provisions of this Agreement vary from the terms
and provisions of the other Contract Documents, the terms and
provisions of this Agreement shall prevail over the other Contract
Documents and the remaining Contract Documents shall be complementary
to each other and if there are any conflicts the most stringent terms
or provisions shall prevail.

The Contract Documents set forth the entire agreement between the
County and the Contractor. The County and the Contractor agree that no
representative or agent of either of them has made any representation
or promise with respect to the parties’ agreement which is not
contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods for the County (“Work”) shall
commence on the date of execution of this Agreement by the County and
shall be completed no later than October 31, 2016.
3. **CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit F for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. **SCOPE OF WORK**

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide Software as a Service "Saas", a Non-Emergency Mobile Service Request Application that focuses on civic engagement and connecting citizens with local government.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. **PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. **PAYMENT TERMS**

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

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a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or
services without a signed County Purchase Order, it does so at its own
risk and sole expense.

10. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as
designated in this Contract. All costs for handling and transportation
charges to the designated point of delivery shall be borne by the
Contractor. Transportation, handling and all related charges are
included in the unit prices or discounts submitted by the Contractor
with its bid.

11. WARRANTY
All goods and materials provided to the County shall be fully
guaranteed by the Contractor against factory defects. Any defects
which may occur as the result of either faulty material or workmanship
by the manufacturer within the period of the manufacturer's standard
warranty shall be corrected by the Contractor at no expense to
Arlington County. The Contractor shall provide evidence of all
manufacturers' warranties to the Project Officer at the time of
delivery. All goods and materials are also guaranteed by the
Contractor against defects resulting from the use of inferior or faulty
materials or workmanship for one (1) year from the date of final
acceptance by the County in addition to and irrespective of any
manufacturer's or supplier's warranty. No date other than the date of
final acceptance shall govern the effective date of the Guaranty,
unless that date is agreed upon by the County and the Contractor in
advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS
Inspection and acceptance of goods or materials by the County will be
at the delivery location in Arlington County, Virginia, and within ten
(10) calendar days of delivery, unless otherwise provided for in the
Contract. The County will not inspect, accept, or pay for any goods or
materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the
responsibility of the Contractor until acceptance by the County. The
County's right of inspection shall not be deemed to relieve the
Contractor of its obligation to ensure that all articles, materials and
supplies are consistent with specifications and instructions and are
fit for their intended use. The County reserves the right to conduct
any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any
subcontractor subject to any chattel mortgage or under a conditional
sale or other agreement by which an interest is retained by the seller.
The Contractor warrants that it has good title to, and that it will
require all subcontractors to warrant that they have good title to, all
goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as
follows:
a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are
prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages.
replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney's fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or
in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the goods and/or services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Price includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

If any PublicStuff Service becomes, or in PublicStuff’s opinion, is likely to become the subject of an injunction preventing its use as contemplated herein, PublicStuff may, at its option:

a. obtain for the County the right to continue using the PublicStuff Service or

b. replace or modify the PublicStuff Service so that it becomes noninfringing without substantially compromising its principal functions.
If a. and b. are not reasonably available to PublicStuff then it may terminate this Agreement upon written notice to the County and refund to the County any PublicStuff Service fees that were paid for the then current term, prorated for the remainder thereof.

19. **CONFIDENTIAL INFORMATION**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

The County, and its employees, agents, and subcontractors, hereby agree to hold as confidential that business, technical and financial information of the Contractor that has been marked as confidential or that a reasonable personal would understand to be confidential in nature.

20. **VIRGINIA FREEDOM OF INFORMATION ACT**

Notwithstanding any other provision of this Contract, the parties understand that some of the work or documents under this Contract may in some instances be considered by the Contractor to be proprietary in nature. If disclosure to the public is requested of the APL Project Officer, the County shall give prompt notice of the request and use its best efforts to assist the Contractor, at Contractor’s own cost and expense, in taking such actions as Contractor deems appropriate to protect any such work or documents; however, unless specifically prohibited by law from disclosure or unless specifically excluded from mandatory disclosure pursuant to the Virginia Freedom of Information Act §§2.2-3700 et. seq. All public records in the County’s custody, possession or control shall be open to the public for inspection and copying, but only to the extent such disclosure is required by law.

21. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for
this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

23. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

24. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

25. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

26. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.
27. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

28. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

29. **AMENDMENTS**
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

30. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

31. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

32. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto
shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

33. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

34. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

35. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

36. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

37. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

38. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically states that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

39. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

40. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
41. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
PublicStuff Inc
Lily Liu, Founder/CEO
EIN: 26-391-6887
214 W 29th St, Room 205
New York, NY
347-4427227, Ext 20

TO THE COUNTY:
Suzanne Straus, PMP
Dept of Technology Services
2100 Clarendon Blvd
Arlington, VA 22201
Phone: 703-228-3207
Email: Sstraus@arlingtonva.us

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:
a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Technology Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $2,000,000 and Cyber Liability Insurance in the amount of $5,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

43. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.
The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT
DATE: 11/4/2013

PUBLICSTUFF, INC

AUTHORIZED SIGNATURE: [Signature]
NAME AND [Signature]
TITLE: [Signature]
DATE: 4/4/13
CITY OF PALO ALTO CONTRACT NO. S13148358

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND PUBLICSTUFF, INC.,

FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 19 day of April, 2013, ("Agreement") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PUBLICSTUFF, INC., a Delaware corporation authorized to do business in State of California, located at 214 W 29th Street, Room 205, New York, New York 10011, Telephone: (347) 442-7227 Ext. 20 ("CONSULTANT").

RECATALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to purchase, setup and implement a Mobile/Smartphone Application ("Project") and desires to engage a consultant to provide the software application and the related implementation and training services in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.
SECTION 2. TERM.
The term of this Agreement shall be from April 19, 2013 through April 18, 2016 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement, or as otherwise mutually agreed in writing between the parties. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Twenty Five Thousand Five Hundred Dollars ($25,500.00).

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City shall process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses,
pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives written notice to CONSULTANT within thirty (30) days after CITY'S receipt of the applicable deliverables.

SECTION 9. COST ESTIMATES.[INTENTIONALLY LEFT BLANK.]

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the CITY, and such consent not to be unreasonably withheld, provided that CONSULTANT may assign this Agreement without consent in the event of a merger, financing, or sale of all or substantially all of its assets or business to which this Agreement relates. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.
SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Julie Weintraub, Account Manager, PublicStuff, Inc., 214 W 29th Street, Room 205, New York, NY 1001. Email: julie@publicstuff.com and Telephone: (347) 442-7227 Ext. 66 as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City’s project manager is Joel Dino, Senior Technologist, Information Technology Department, 250 Hamilton Avenue, Palo Alto, CA 94301, Email: Joel.Dino@CityOfPaloAlto.org , Telephone: (650) 329-2686. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS; CONFIDENTIALITY Subject to the terms and conditions of this Agreement, Consultant hereby grants to CITY a worldwide, assignable, sublicensable, royalty-free, perpetual, irrevocable license to make, have made, display, perform, use, reproduce, distribute, offer, sell, import, transmit, create derivatives of, provide user access to, and otherwise exploit, for use in CITY’S business/operations any deliverables produced by CONSULTANT and delivered to CITY pursuant to this Agreement. Notwithstanding the foregoing, CONSULTANT shall maintain all right, title, and interest in and all of its pre-existing proprietary technology, materials and information and nothing herein shall be deemed to grant CITY any rights therein. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

“Confidential Information” means any information relating to or disclosed in the course of negotiating and implementing this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, including, but not limited to, the content of negotiations between the parties not reflected in this Agreement, including, without limitation, information about a disclosing party’s partners, members, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, projections without restriction and marketing data. “Confidential Information” shall not include information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed by the disclosing party in published materials, (c) generally known to the public other than by breach of the receiving party, or (d) lawfully obtained from any third party without restriction. Each party acknowledges that Confidential Information may be disclosed to the other party during the course of this Agreement. Each party agrees that it will, during the term of this Agreement, and for a period of three years following expiration or termination of this Agreement, hold in confidence and not use or disclose any Confidential Information of the other party, other than for use by or to its employees or agents who must have access to such Confidential Information to perform such party’s obligations.
hereunder, who will each agree to comply with terms no less protective of Confidential Information than this section. Notwithstanding the foregoing, each party agrees that it shall not use or disclose any Confidential Information of the other party to any third party except to the extent necessary to perform under this Agreement. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. Money damages will not be an adequate remedy if this Section 14 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, upon reasonable prior written notice and during regular business hours during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to payments covered by this Agreement; provided that such audits shall not unreasonably interfere with CONSULTANT’S business. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY; LIMITATION OF LIABILITY.

16.1. To the fullest extent permitted by law, each party shall protect, indemnify, defend and hold harmless the other party, its Council members (as applicable), officers, employees and agents (each an “Indemnified Party”) from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) to the extent resulting from, arising out of or in any manner related to performance or nonperformance by the other party, its officers, employees, agents or contractors under this Agreement.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the gross negligence, active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

16.4 EXCEPT FOR BREACHES OF CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS AGREEMENT, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR BREACHES
CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS. IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE FEES PAYABLE BY CITY TO CONSULTANT HEREUNDER.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A−:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.
19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving twenty (20) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will promptly discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance or material breach of this Agreement by CITY.

19.3. Upon such termination, CONSULTANT shall deliver to the City Manager promptly any and all copies of studies, sketches, drawings, computations, and other data given to CONSULTANT or its contractors, if any, in connection with this Agreement.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this
Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager reasonably determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City’s Environmentally Preferred Purchasing policies which are available at the City’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of the City’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

- All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the City’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.
25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.
25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities. Except for those warranties expressly provided herein, CONSULTANT expressly disclaims all other warranties.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

[Signature]

Purchasing Manager

5/13/13

PUBLICSTUFF, INC.

[Signature]

By: 

Name: 

Title: 

APPROVED AS TO FORM:

[Signature]

Senior Asst. City Attorney

Attachments:

EXHIBIT “A”:
SCOPE OF WORK

EXHIBIT “B”:
SCHEDULE OF PERFORMANCE

EXHIBIT “C”:
COMPENSATION

EXHIBIT “D”:
INSURANCE REQUIREMENTS
EXHIBIT “A”
SCOPE OF SERVICES

Project Background:
Contractor shall implement a mobile/smartphone application, with cloud-based CRM, and with a public-facing web portal and an internal-facing administrative dashboard, to enable and increase centralized civic engagement by the public.

Description of Project:
The project shall be approached in three phases:

1. Implement the best solution (Mobile/Smartphone Application) possible for the City of Palo Alto, and deploy the solution to capture Public Works related infrastructure reporting and requests. To be deployed for community use in a “soft launch” on May 1, 2013 and an official public launch on June 1, 2013.
2. The City will then broaden its reporting and requests categories to include Community Services, Libraries, Utilities, Planning and Community Environment, and non-emergency Public Safety issues, such as, request dead animal pickup, initiates permitting process, reporting suspicious neighborhood activities, etc. Targeted completion dates to be determined.
3. Integrate with existing work order systems through Web Application Protocol Interface (API) standards and/or deploy new work order systems to replace current systems.

Other Work Related to Project:
1. Contractor shall work with the project team with implementation planning, testing and configuration as well as provide support for technical issues and future enhancements throughout all 3 phases.
2. Contractor shall provide training for project team members and operational staff.
3. Contractor shall work with the City’s Public Communications Officer and Project Team to provide a marketing/communication campaign to promote the application and educate the public.
4.

Functional Requirements Deliverables:
Contractor's application/solution shall be capable of conducting the "Mandatory" listed requirement, listed below. Contractor's application/solution shall be capable of conducting the requirement listed below, marked as "Needed/Desired."

A. Contractor shall provide the items listed below, marked as "Nice to have/Optional", at the time the City is ready to move forward with that module/option.
<table>
<thead>
<tr>
<th>No.</th>
<th>Category</th>
<th>Rank</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>d01</td>
<td>Dashboard Features</td>
<td>A</td>
<td>The dashboard should allow easy configuration, operation and maintenance by City personnel, without requiring vendor interaction or significant custom development including the addition, modification and deletion of custom fields.</td>
</tr>
<tr>
<td>d02</td>
<td>Dashboard Features</td>
<td>A</td>
<td>The dashboard should allow individual staff or workgroups to monitor, contribute more information to, re-categorize, redirect, and promptly respond to, the requestor's service requests.</td>
</tr>
<tr>
<td>d03</td>
<td>Dashboard Features</td>
<td>A</td>
<td>The dashboard should allow the option to enter &quot;staff only&quot; notes in the service requests for internal communication.</td>
</tr>
<tr>
<td>d04</td>
<td>Dashboard Features</td>
<td>A</td>
<td>The dashboard should allow staff to generate customizable and exportable reports for distribution to management in common data format such as XML, Excel, and delimited files.</td>
</tr>
<tr>
<td>d05</td>
<td>Dashboard Features</td>
<td>A</td>
<td>The dashboard must be compatible with all the major web browsers including but not limited to: IE, Safari and Chrome</td>
</tr>
<tr>
<td>m01</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application must conform to the look &amp; feel of the City of Palo Alto branding. Use <a href="http://www.cityofpaloalto.org">www.cityofpaloalto.org</a> as a reference point.</td>
</tr>
<tr>
<td>m02</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application must be easily accessible from the mobile's corresponding app store and a link from the City's website.</td>
</tr>
<tr>
<td>m03</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>Provide smartphone apps for the following platforms: Android and iOS</td>
</tr>
<tr>
<td>m04</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application must provide a method of attaching to the request, electronic image(s) from the mobile device's camera or from an existing library of images.</td>
</tr>
<tr>
<td>m05</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should be map based and utilize location-aware technology. Requestor must be able to make more precise adjustments or enter a street address for more accurate location reporting.</td>
</tr>
<tr>
<td>m06</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should display any existing/open service requests in proximity, to verify that the new proposed request hasn't already been submitted by another requestor.</td>
</tr>
<tr>
<td>m07</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should allow requestors to submit requests initially without registering personal information. The system should then immediately send acknowledgement to the mobile app, to include a unique case number, summary of the request, as well as instructions directing them to the public facing web portal for registration and follow up.</td>
</tr>
<tr>
<td>m08</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should allow the requestor to submit a request publicly or privately (for requestor's and staff's eyes only) for sensitive cases, for example reporting a neighbor's barking dog or nefarious activities.</td>
</tr>
<tr>
<td>m09</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should allow requestors to choose up to two levels of categories for their requests. Example, a level one category may be &quot;Street Repairs&quot; with secondary level categories such as &quot;Potholes&quot; and &quot;Cracked Sidewalk.&quot;</td>
</tr>
<tr>
<td>m10</td>
<td>Mobile App Feature</td>
<td>A</td>
<td>The mobile application should allow subsequent requestors to follow or &quot;Like&quot; existing requests to give them the same benefit of notification as the original requestor.</td>
</tr>
<tr>
<td>p01</td>
<td>Public Facing</td>
<td>A</td>
<td>The public facing portal must conform to the look &amp; feel of the City of Palo Alto branding. Use <a href="http://www.cityofpaloalto.org">www.cityofpaloalto.org</a> as a reference point.</td>
</tr>
<tr>
<td></td>
<td>Portal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>p02</td>
<td>Public Facing Portal</td>
<td>A</td>
<td>The public facing portal should allow requestors to submit new requests, register contact information, follow-up and update their requests, and see existing requests statuses.</td>
</tr>
<tr>
<td>s01</td>
<td>System Feature</td>
<td>A</td>
<td>The system should facilitate role-level administration and access in the dashboard.</td>
</tr>
<tr>
<td>s02</td>
<td>System Feature</td>
<td>A</td>
<td>Requests should be routed automatically to appropriate City departments or divisions based on user configurable parameters for resolution.</td>
</tr>
<tr>
<td>s03</td>
<td>System Feature</td>
<td>A</td>
<td>Automatically notify requestors of status changes, progress, redirects and completion via email.</td>
</tr>
<tr>
<td>s04</td>
<td>System Feature</td>
<td>A</td>
<td>Retain requests transaction history indefinitely and allow for export of the data for archive.</td>
</tr>
<tr>
<td>s05</td>
<td>System Feature</td>
<td>A</td>
<td>The system should be able to provide support of the MAPI (Messaging Application Program Interface) and/or SMTP (Simple Message Transfer Protocol) for seamless integration to the City's Exchange email system.</td>
</tr>
<tr>
<td>s06</td>
<td>System Feature</td>
<td>A</td>
<td>The system should adhere to the Open 311 application program interface (API) standards specification.</td>
</tr>
<tr>
<td>d06</td>
<td>Dashboard Features</td>
<td>B</td>
<td>In the dashboard, provide facility to make custom configuration to the mobile app to link to City web resources or other mobile apps.</td>
</tr>
<tr>
<td>m11</td>
<td>Mobile App Feature</td>
<td>B</td>
<td>Provide a method of attaching to the request other electronic files such as video or audio.</td>
</tr>
<tr>
<td>m12</td>
<td>Mobile App Feature</td>
<td>B</td>
<td>The system should provide a tablet-optimized interface to the dashboard via web browser or tablet app to facilitate field worker access.</td>
</tr>
<tr>
<td>m13</td>
<td>Mobile App Feature</td>
<td>B</td>
<td>The system should allow the submission of requests and check request status via Facebook and other social media channels.</td>
</tr>
<tr>
<td>p03</td>
<td>Public Facing Portal</td>
<td>B</td>
<td>The public facing portal should allow the requestor to cancel or &quot;un-submit&quot; their request so it will no longer show on the web portal. The system should be able to keep track of &quot;un-submitted&quot; requests and notify staff to cancel any scheduled work associated with it.</td>
</tr>
<tr>
<td>s07</td>
<td>System Feature</td>
<td>B</td>
<td>The system should be able to send emergency or important public announcements to the mobile app.</td>
</tr>
<tr>
<td>s08</td>
<td>System Feature</td>
<td>B</td>
<td>The system should be able to integrate with TreeKeeper 7.7, Accela, CLASS, Chameleon and other City web based applications.</td>
</tr>
<tr>
<td>m14</td>
<td>Mobile App Feature</td>
<td>C</td>
<td>Provide smartphone apps for Windows Mobile, BlackBerry and/or SMS platforms.</td>
</tr>
<tr>
<td>s09</td>
<td>System Feature</td>
<td>C</td>
<td>The system should be able to integrate with the City of Palo Alto GIS layers.</td>
</tr>
</tbody>
</table>

**EXHIBIT "B"**
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No. of Days/Weeks From NTP</td>
</tr>
<tr>
<td>1. Project Kick-Off Call</td>
<td>1 Day (4/2)</td>
</tr>
<tr>
<td>2. Data/Graphics Gathering</td>
<td>7 Days (4/9)</td>
</tr>
<tr>
<td>3. System Set-Up</td>
<td>2 Days (4/11)</td>
</tr>
<tr>
<td>5. Training/Internal Testing</td>
<td>5 Days (4/30)</td>
</tr>
<tr>
<td>6. Pre-Launch/Soft-Launch</td>
<td>1 Day (5/1)</td>
</tr>
<tr>
<td>7. Marketing/PR</td>
<td>7 Days (5/8)</td>
</tr>
<tr>
<td>8. Official Launch</td>
<td>1 Day (6/1)</td>
</tr>
</tbody>
</table>
EXHIBIT “C”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $25,500.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $25,500.

<table>
<thead>
<tr>
<th>BUDGET SCHEDULE</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>$1,500</td>
</tr>
<tr>
<td>(Phase 1 Implementation &amp; Training)</td>
<td></td>
</tr>
<tr>
<td>Task 2</td>
<td>$8,000</td>
</tr>
<tr>
<td>Task 3</td>
<td>$8,000</td>
</tr>
<tr>
<td>Task 4</td>
<td>$8,000</td>
</tr>
<tr>
<td>(Year 3 [4/1/2015 to 3/31/2016] Hosting, Licensing &amp; Maintenance)</td>
<td></td>
</tr>
</tbody>
</table>

Sub-total Basic Services $25,500
Reimbursable Expenses $0.00

Total Basic Services and Reimbursable expenses $25,500

Maximum Total Compensation $25,500

REIMBURSABLE EXPENSES
The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: NONE

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $0.00 shall be approved in advance by the CITY’s project manager.
EXHIBIT "D"
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY). AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AN BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

<table>
<thead>
<tr>
<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
<th>REQUIREMENT</th>
<th>MINIMUM LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES</td>
<td></td>
<td>STATUTORY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>YES</td>
<td>WORKER'S COMPENSATION</td>
<td>STATUTORY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>EMPLOYER'S LIABILITY</td>
<td>BODILY INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY</td>
<td>BODILY INJURY &amp; PROPERTY DAMAGE COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>AUTO/MOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED</td>
<td>BODILY INJURY - EACH PERSON</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE, COMBINED</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>YES</td>
<td>PROFESSIONAL LIABILITY, INCLUDING ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENCE PERFORMANCE</td>
<td>ALL DAMAGES</td>
<td>$1,060,000</td>
</tr>
</tbody>
</table>

THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, Insuring NOT ONLY CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL, MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY
THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURÉS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURÉ AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURÉS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303
Terms and Conditions for PublicStuff Services

THESE TERMS AND CONDITIONS FOR SERVICES ("AGREEMENT") AND ONE OR MORE WRITTEN ORDERS ("ORDER SCHEDULES") GOVERN USE OF OUR SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A MUNICIPALITY OR OTHER LEGAL OR GOVERNMENTAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. YOU ARE ENTERING INTO THIS AGREEMENT WITH PUBLICSTUFF INC., A DELAWARE CORPORATION ("PUBLICSTUFF", "WE", "US" OR "OURS").

PublicStuff provides a tool that You can use to understand issues surfaced by users of the PublicStuff applications in respect of Your city, municipality, facility, complex, building or campus. By subscribing to the PublicStuff Service, PublicStuff allows You to interact directly with individuals in Your location by providing such individuals with tools and applications to report issues, concerns or problems to You for efficient resolution. The PublicStuff Services are made available to You through a password-protected hosted interface and dashboard provided by PublicStuff.

This Agreement was last updated on, September 13, 2013.

This Agreement and the applicable Order Schedules (incorporated herein by reference) are effective between You and PublicStuff as of the date that You accept these Terms and Conditions.

1. DEFINITIONS

"Application" means software program(s) in object code and other related data, including intellectual data, proprietary information and Documentation contained in and applicable to the Licensed Services hosted and supported by PublicStuff under this contract as described in Purchase Order including any Updates, enhancements, and replacements to the Application.

"Computer Virus" means any malicious code, file, scripts, agents, program or other internal component (e.g., computer virus, computer worm, computer time bomb, Trojan horses or similar component) which could harm, damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.
"Customer Content" means any data including the selection, arrangement and organization of such information or data, entered, uploaded to the Application, or otherwise provided to PublicStuff by Users.

"Documentation" means PublicStuff’s Users Guide, guides, manuals, training materials, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application and PublicStuff Services in printed and/or electronic forms.

"Implementation Services" means services provided to You to integrate and implement the PublicStuff Services, as may be mutually agreed upon by the parties.

"Licensed Services" means the operation of the Application and the necessary operating system software, hardware and utilities on PublicStuff’s host computer systems, furnishing PublicStuff Services to Users, storing Content and, making the Application, Content and PublicStuff Services available to the You and/or Users via the Web Site.

"Platform" means all ideas, concepts, inventions, systems, platforms, software, dashboards, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, knowhow, trade secrets and other technologies, implementations and information that are used by PublicStuff in providing the PublicStuff Services.

"PublicStuff Data" means all data and information created, received, processed or provided by PublicStuff in performing the PublicStuff Services, or that result from performance of the PublicStuff Services.

"PublicStuff Services" means, collectively, Licensed Services, which includes the interface and dashboard hosted by PublicStuff and provided to You from time to time, the PublicStuff Data, the Platform, the Implementation Services and the Documentation. The PublicStuff Services include any change, improvement, extension or other new version thereof that is developed or otherwise made available to You.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the PublicStuff Services, and are identified as third-party applications.

"Update" means any update, modification or new release of the Application, Documentation, or PublicStuff Services that PublicStuff makes generally available to all its customers at no additional cost.

"User Guide" means the online user guide for the Services, accessible via login at accounts.publicstuff.com as updated from time to time.

"Users" means individuals who are authorized by You to use the PublicStuff Services and/or who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents,
residents, constituents, tourists, visitors and other members of the general public that may find it necessary or desirable to use the PublicStuff Services
"You" or "Your" means the Municipality or other legal or governmental entity for which you are accepting this Agreement.

"Your Data" means all electronic data or information submitted by You and/or Users to the PublicStuff Services.

“Web Site” means the Internet Site operated by PublicStuff to provide access to the Application and PublicStuff Services, with the Uniform Resource Locator (URL) specified in the applicable Purchase Order.

2. PUBLICSTUFF SERVICES

2.1 Order Schedules. These Terms and Conditions will be implemented through one or more written/electronic orders that reference this Agreement and contain such other information as Your contact information, the PublicStuff Services to be accessed, any third-party applications to be accessed, subscription fees, implementation services, and the term and agreed-upon termination provisions. Any change to the terms of this Agreement within an Order Schedule will apply only to the PublicStuff Service described therein. PublicStuff may provide the PublicStuff Services directly, or indirectly using contractors or other third party vendors or service providers. PublicStuff agrees that it shall be fully responsible for performance of PublicStuff Services for You by any such third party contractors, vendors or service providers.

2.2 PublicStuff Services. Subject to these terms and conditions and the Order Schedules, PublicStuff will use commercially reasonable efforts to operate and host the Platform in connection with making the PublicStuff Services available to Customer in accordance with the service levels which can be accessed on our website at http://www.publicstuff.com/terms as amended, from time to time. PublicStuff reserves the right to modify the PublicStuff Services (in whole or in part) at any time, provided that PublicStuff will not materially reduce the functionality of the PublicStuff Services.

2.3 Analytics. PublicStuff hereby grants You all necessary access to Your data and Customer Content for whatever reason needed to include analysis of Customer Content PublicStuff Data, during the term defined in the applicable Order Schedule through 5 years after term expires. Upon expiration or termination, PublicStuff shall return all Customer Content, data and information in its possession to User in a format acceptable to User without PublicStuff Services or Application.

2.4 Third-Party Products and Services. PublicStuff may offer Third-Party Applications for sale under Order Schedules. Any other acquisition by You of Third-Party Applications, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. PublicStuff does not warrant or support third-party products or services, except as specified in an Order Schedule. No purchase of third-party products or services is required to use the PublicStuff Services.
2.5. Third-Party Applications and Customer Content. If You install or enable Third-Party Applications for use with the PublicStuff Services, You acknowledges that PublicStuff may allow providers of those Third-Party Applications to access Your content as required for the interoperation of such Third-Party Applications with the PublicStuff Services. PublicStuff shall not be responsible for any disclosure, modification or deletion of Your content resulting from any such access by Third-Party Application providers.

2.6 Availability of Third Party Applications. PublicStuff Service features that interoperate with Third Party Applications depend on the continuing availability of such Third Party Applications. If such Third Party Applications cease to be available on reasonable terms for inclusion in the PublicStuff Services, PublicStuff may cease providing such Third Party Applications without entitling You to any refund, credit, or other compensation.

2.7 Support. PublicStuff will use commercially reasonable efforts to provide You with the necessary technical support and updates for the PublicStuff Services in addition to the Service Level Agreement accompanying this agreement.

2.8 Limitations. PublicStuff will not be responsible or liable for any failure in the PublicStuff Services resulting from or attributable to (b) failures in any telecommunications, network or other service or equipment that are not within PublicStuff’s reasonable control, (c) Your negligence, acts or omissions, (d) any force majeure unauthorized access, breach of firewalls or other hacking by third parties, except to the extent such access, breach or hacking is caused by PublicStuff’s negligence or willful misconduct.

2.9 Privacy. PublicStuff shall collect, process and store personally identifiable information in accordance with Exhibit D, Your Non-Disclosure and Security Agreement and Exhibit E, PublicStuff’s privacy policy as an Exhibit to this Agreement.

2.10 User Subscriptions. Unless otherwise specified in the applicable Order Confirmation, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) You are purchasing an Unlimited User Subscription.

3.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 90 or more days overdue, We may suspend Our services to You until such amounts are paid in full.

4. PROPRIETARY RIGHTS

4.1 PublicStuff Services. Except for the limited rights and licenses expressly granted to You hereunder, no other license is granted, no other use is permitted and PublicStuff (and its licensors) shall retain all rights, title and interests in and to the PublicStuff Services.

4.2 Customer Content. You shall own all rights in all content and data created or provided by You, and Your Users subject to the rights and licenses granted herein.
4.3 Restrictions. Except as expressly permitted in this Agreement, You shall not directly or indirectly (a) use any of PublicStuff's Confidential Information (as defined herein) to create any service, software, documentation or data that is similar to any aspect of the PublicStuff Services, provided that the foregoing does not prohibit independent development of similar functionality by You or third parties, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Platform, or the underlying ideas, algorithms or trade secrets therein, (c) encumber, sublicense, transfer, rent, lease, time-share or use the PublicStuff Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the PublicStuff Services, (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (f) permit any third party to engage in any of the foregoing proscribed acts.

5. LIMITED WARRANTY AND DISCLAIMERS

5.1 General. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

5.2 PublicStuff. PublicStuff warrants to Customer that (i) the PublicStuff Services will be provided in a professional and workmanlike manner; (ii) the PublicStuff Services will perform in accordance with the documentation in all material respects; (iii) the PublicStuff Services as delivered by PublicStuff do not contain any Computer Virus, i.e. Trojan horses, worms, or undocumented disabling devices; and (iv) PublicStuff scans the PublicStuff Services and the hosted environment for known viruses using up-to-date industry standard virus detection techniques.

5.3 Exclusions. PublicStuff shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any PublicStuff Service in an application or environment or on a platform or with devices for which it was not designed or contemplated, (b) modifications, alterations, combinations or enhancements of the PublicStuff Service not created by or for PublicStuff or (c) Your continuing allegedly infringing activity after being notified thereof or continuing use of any version after being provided modifications that would have avoided the alleged infringement.

6. LIMITATION OF LIABILITY

EXCEPT FOR ANY BREACH OF SECTION 5 (CONFIDENTIALITY), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 OR A PARTY"S GROSS NEGLIGENCE OR
WILFULL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS OR ANY ORDER SCHEDULE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL.

7. GENERAL PROVISIONS

7.1 Publicity. Neither party shall use the other party's trademarks, trade names or make any public statements concerning the relationship between the parties without the other party's prior written consent.

7.2 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with these Terms and Conditions. If You learn of any violation of the above restriction, You agree to contact us immediately.
SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

SERVICE LEVELS

1. SERVICE LEVEL COMMITMENT.
1.1 General. PublicStuff shall use commercially reasonable efforts to maintain the Minimum Service Level during the Term of the Agreement.

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Measurement</th>
<th>Measurement Window</th>
<th>Minimum Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uptime</td>
<td>Availability of the PublicStuff Service and Application with all material functionality</td>
<td>Monthly</td>
<td>99%</td>
</tr>
</tbody>
</table>

1.2 Service Disruption PublicStuff will inform Customer, by email (or other prompt means if email is unavailable), of any service disruption, unless such disruption is of an insignificant nature (less than 1 hour). PublicStuff will use commercially reasonable efforts to restore service as soon as reasonably practicable and inform Customer by email (or other prompt means if email is unavailable) once service is restored.

1.3 Exceptions. The following downtime minutes will be excluded from the measurement of compliance with the Minimum Service Level: (i) downtime minutes related to scheduled maintenance; (ii) downtime minutes related to any matter constituting force majeure pursuant the Main Agreement; (iii) downtime minutes resulting from acts by Customer other than in accordance with the Agreement, including but not limited to any negligence, willful misconduct or use of the PublicStuff Service in breach of the Agreement and (iv) downtime minutes resulting from data or transmission quality issues outside of PublicStuff’s reasonable control. All scheduled maintenance will be conducted between the hours of 12:00 a.m. ET and 6:00 a.m. ET. PublicStuff at its sole discretion may plan additional scheduled maintenance which will be communicated by email to Customer at least 24 hours in advance with notice of how many hours of downtime is expected.

1.4 Support Hours. Normal hours of operation are 9am – 7pm ET, Monday through Friday, excluding PublicStuff observed holidays (Support Hours). Outside of Support Hours, Customer can access PublicStuff support at https://pro.publicstuff.com/marketing. PublicStuff will use commercially reasonable efforts to address issues within 6 hours during Support Hours and within 12 hours outside of Support Hours.
AGREEMENT NO 553-14
EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of PublicStuff, Inc (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 553-14 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is
appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the County’s physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device (or paper files).

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: 

Printed Name and Title: RUS WOLF Regional Manager

Date: 11/4/13
Privacy Policy

PublicStuff has a focus on both privacy and security. We recognize that the information being held by PublicStuff is sensitive and it is treated as such. With user privacy and security in mind we created the following principles for PublicStuff.

- We will never sell or rent your personally identifiable information to third parties for ANY purposes, without Your written consent.
- We will never share your contact information with another user without Your written consent.
- All personally identifiable information you provide will be secured using up-to-date industry standard protocols and technology.
- Users have the ability to change what is public but the default setting should err on the side of less public disclosure rather than more.

Personal Information Collected

The primary method of collecting personal information is through forms and the registration process. PublicStuff requires personal information during the registration process in order to ensure the user’s information is accurate and allowing PublicStuff to verify the information when necessary. By default, this information is not displayed; however users above the age of 18 can elect to make some of their personal information public.

Cookies

Like most web sites, PublicStuff uses cookies and web log files to track site usage. A cookie is a tiny data file which resides on your computer which allows PublicStuff to recognize you as a user when you return to our site using the same computer and web browser. Unfortunately, if your browser settings do not allow cookies, you will not be able to use our website. Like the information you enter at registration or in your Profile, cookie and log file data is used to customize your experience on the web site.

We use cookies to improve the quality of our service by storing user preferences and tracking user trends. In the course of serving advertisements or optimizing services to our users, we may allow authorized third parties to place or recognize a unique cookie on your browser. Any information provided to third parties through such cookies will not be personally identifiable but may provide general segment information, e.g. your industry or geographic location, for greater customization of your user experience. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Unfortunately, if your browser settings do not allow cookies or you opt to refuse all cookies, you may not be able to use our website or services. PublicStuff does not store personally identifiable information in the cookies.

Log files, IP addresses and information about your computer
Agreement 553-14 Exhibit E

Due to the communications standards on the Internet, when you visit the PublicStuff web site we automatically receive the URL of the site from which you came and the site to which you are going when you leave PublicStuff. We also receive the Internet protocol (IP) address of your computer (or the proxy server you use to access the World Wide Web), your computer operating system and type of web browser you are using, email patterns, as well as the name of your ISP. This information is used to analyze overall trends to help us improve the PublicStuff service. The linkage between your IP address and your personally identifiable information is never shared with third-parties without your permission or except when required by law.

Legal Disclaimer

It is possible that we may need to disclose personal information when required by law. We will disclose such information wherein we have a good-faith belief that it is necessary to comply with a court order or other legal process served on our company. We will provide You with notice as soon as we determine that disclosure of personal information may become necessary on any of these bases and will provide You an opportunity to contest the disclosure through the available legal channels before disclosing any personal information.

Important Information

Changes to this Privacy Policy

Unless stated otherwise, our current Privacy Policy and Your Non-Disclosure and Security Agreement applies to all information that we have about you and your account. Changes shall not be made to this policy without Your written consent.

Security

In order to secure your personal information, access to your data on PublicStuff is password-protected, and sensitive data (such as credit card information) is protected by SSL encryption when it is exchanged between your web browser and our web site. To protect any data you store on our servers we also regularly audit our system for possible vulnerabilities and attacks and we use a tier-one secured-access data center. It is your responsibility to protect the security of your login information.
Proposal for Arlington County VA

553-14 Exhibit F Pricing Proposal

Questions? Contact Paul Wolf, (347) 442-7227 ext 22, paul@publicstuff.com
Energize Civic Engagement

PublicStuff boosts citizen interaction, improves your efficiency, and helps you respond quickly to citizen requests. Our mobile & civic workflow solutions are available for municipalities of all sizes with editions to suit every need.
Bringing mobile to Main Street

Award winning mobile apps for iOS, Android, Blackberry & Windows Phone.

Add services and information quickly and easily with our mobile app builder. Our open platform allows developers to create new widgets so the possibilities for what you can build are limitless.
Staff Dashboard & Workflow Manager

Organize and efficiently route requests through departments. PublicStuff's solution is fully on-demand and web-based.
Marketing

Our marketing team assists and creates custom plans and materials for each account, to ensure a successful launch.
# Package Options & Pricing

Our Pro edition assure you get the right features for your city.

<table>
<thead>
<tr>
<th>Package</th>
<th>Pro</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Application iOS, Android, Blackberry &amp; Windows Phone</td>
<td>Custom in-app store application Unlimited Widgets</td>
</tr>
<tr>
<td>County User Accounts</td>
<td>unlimited users</td>
</tr>
<tr>
<td>API &amp; Integration Support</td>
<td>Yes</td>
</tr>
<tr>
<td>Mapping</td>
<td>ESRI Enhanced</td>
</tr>
<tr>
<td>Voice &amp; SMS Features</td>
<td>Custom Toll Free Phone &amp; Text #’s</td>
</tr>
<tr>
<td>Reporting</td>
<td>Enhanced Reporting &amp; Analytics</td>
</tr>
<tr>
<td>System Setup &amp; Marketing</td>
<td>Included</td>
</tr>
<tr>
<td>Support</td>
<td>Account Manager</td>
</tr>
<tr>
<td>1 YEAR AGREEMENT</td>
<td>$22,000</td>
</tr>
<tr>
<td>2 YEAR AGREEMENT</td>
<td>$22,000</td>
</tr>
<tr>
<td>3 YEAR AGREEMENT</td>
<td>$22,000</td>
</tr>
</tbody>
</table>

Pricing is calculated on a per capita basis.
Module Add-on: Knowledge Base

**Knowledge Base:** Help your staff and residents help themselves, with a robust and dynamic knowledge base module that is directly integrated with your PublicStuff system.

<table>
<thead>
<tr>
<th>Description</th>
<th>1-Year</th>
<th>2-Year</th>
<th>3-Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knowledge Base- Annual Fee</td>
<td>included</td>
<td>included</td>
<td>included</td>
</tr>
</tbody>
</table>

**What is the Smoke-Free Air Act of 2002?**

The New York City Smoke-Free Air Act prohibits smoking in virtually all workplaces in the City of New York, including many places where smoking had previously been permitted. This includes public gathering places such as bars, restaurants, catering halls, and sports arenas. Ensuring a smoke-free workplace is the responsibility of individual establishments/businesses. There are rare exceptions to the smoke-free policy, including certain but not all tobacco bars (cigar shops), owner-operated bars, bars with separately ventilated enclosed smoking rooms, and residential and day treatment health centers. For more information, contact the Department of Health and Mental Hygiene. To report violations of the Smoke-Free Air Act, call 311.

**Tags:** environment, health, mental hygiene, smoking, workplace

**ATTACHMENTS**

- smoke-free-air-act-brochure.pdf (1.8 mb)
- 20020413-sfaa-testimonial.pdf (3.1 mb)

**Need more Information? Ask a Question**
Additional Services

API & Integration: Integrate PublicStuff with your existing software systems.

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development &amp; maintenance of two-way integration with legacy systems.</td>
<td>One-time Fee</td>
</tr>
<tr>
<td></td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Annual Maintenance</td>
</tr>
</tbody>
</table>

User Accounts: Additional accounts for city staff & administrators.

Arlington County is getting unlimited users.

<table>
<thead>
<tr>
<th>Description</th>
<th>1-Pack</th>
<th>10-Pack</th>
<th>25-Pack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional User Account</td>
<td>$200</td>
<td>$1,800</td>
<td>$4,000</td>
</tr>
</tbody>
</table>
# Additional Services

## Enhanced Support Options
Services to help you get PublicStuff up-and-running and educate your staff.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhanced Remote Configuration</td>
<td>Included</td>
</tr>
<tr>
<td>On-Site configuration &amp; training (1 days)</td>
<td>$3,500</td>
</tr>
</tbody>
</table>

## Launch Assistance
Build community awareness and get people using PublicStuff. Launch services help you get the message out through local earned media and outreach campaigns.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Resource Library</td>
<td>Included</td>
</tr>
<tr>
<td>Account Manager assisted program launch</td>
<td>Included</td>
</tr>
<tr>
<td>Assisted local media campaign &amp; kickoff event</td>
<td>$1,500</td>
</tr>
<tr>
<td>Outreach Campaign - local advertisement &amp; mailings</td>
<td>quote</td>
</tr>
</tbody>
</table>
# Additional Services

## Marketing Material

Additional collateral material can be added on a-la-carte to support marketing and outreach campaigns. Please inquire for services not listed.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5” x 11” custom designed flyers (100 count)</td>
<td>$70</td>
</tr>
<tr>
<td>6’ x 2.5' printed banner, outside/inside use (1 count)</td>
<td>$160</td>
</tr>
<tr>
<td>Custom Video</td>
<td>$2,025</td>
</tr>
<tr>
<td>5.47” x4.21” Postcards (100 count)</td>
<td>$115</td>
</tr>
<tr>
<td>8.5” x11” Brochures (100 count)</td>
<td>$175</td>
</tr>
<tr>
<td>Business cards (250 count)</td>
<td>$110</td>
</tr>
<tr>
<td>4” x3” Stickers (120 count)</td>
<td>$125</td>
</tr>
<tr>
<td>Branded Pens</td>
<td>$277</td>
</tr>
<tr>
<td>3” x3” Sticky Notes</td>
<td>$182</td>
</tr>
</tbody>
</table>
Please complete the information highlighted in yellow below.

Date  11/4/2013

Pro Edition Order Schedule (OS) Confirmation

<table>
<thead>
<tr>
<th>General Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>County Name</td>
<td>Arlington County, VA</td>
</tr>
<tr>
<td>County Contact</td>
<td>Charity Hooper – Purchasing department &lt;br&gt;<a href="mailto:chooper@arlingtonva.us">chooper@arlingtonva.us</a> &lt;br&gt;703-228-3405</td>
</tr>
<tr>
<td>County Contact Email</td>
<td><a href="mailto:chooper@arlingtonva.us">chooper@arlingtonva.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accounts Payable Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts payable contact will receive invoice via email. Please enter their information below:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AP Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AP Address</td>
<td></td>
</tr>
<tr>
<td>AP Contact Email</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement Term</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoices will be sent out using the term start and end dates below:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Term Start</th>
<th>11/4/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term End</td>
<td>11/03/2016</td>
</tr>
</tbody>
</table>
Description of Services

PublicStuff, Inc. ("PublicStuff") will provide Arlington County with access to PublicStuff's citizen engagement & workflow management suite (the "Services"), which includes the following:

- Custom branded smartphone applications
- Public-facing web portal
- Cloud-based CRM and administrative dashboard

<table>
<thead>
<tr>
<th>Staff User Accounts</th>
<th>unlimited</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Application</td>
<td>City branded in-app store application for iOS &amp; Android with Unlimited widgets. General Blackberry app.</td>
</tr>
<tr>
<td>Mapping Features</td>
<td>Google (standard) and ESRI (enhanced)</td>
</tr>
<tr>
<td>API &amp; Integration Support</td>
<td>Yes</td>
</tr>
<tr>
<td>Voice &amp; SMS Features</td>
<td>Toll Free Phone &amp; Text #’s (add-on's)</td>
</tr>
<tr>
<td>Reporting</td>
<td>Enhanced reporting with analytics</td>
</tr>
<tr>
<td>System Configuration</td>
<td>Remote, account manager assisted</td>
</tr>
<tr>
<td>Training</td>
<td>Remote, account manager assisted</td>
</tr>
<tr>
<td>Account Support</td>
<td>Account Management support is available Monday through Friday between 9:00am and 6:00pm EST, excluding holidays.</td>
</tr>
</tbody>
</table>
**Products & Pricing Conditions**

<table>
<thead>
<tr>
<th>Product</th>
<th>Billing Frequency</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PublicStuff Pro</td>
<td>yearly</td>
<td>$22,000</td>
</tr>
<tr>
<td>(3) Three year agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$66,000</strong></td>
</tr>
</tbody>
</table>

If billing frequency for any product or service above is Annual or any other period of time, the price shown for that item is the amount to be billed at each billing interval during the Agreement Term.

**Purchase Order Information**

Is a purchase order (PO) required for the purchase or payment of the products on this order schedule? ☐ No ☑ Yes

If yes, please complete the following:

<table>
<thead>
<tr>
<th>PO Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PO Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Acceptance & Authorization
This Order Schedule ("OS") is entered into between Client and PublicStuff. Client accepts and agrees to adhere to the Terms and Conditions for PublicStuff Services, Exhibit B and E of Main Agreement #553-14

<table>
<thead>
<tr>
<th>PublicStuff, Inc</th>
<th>Arlington County VA</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: Charity Hooper</td>
</tr>
<tr>
<td>Printed Name: Surya Yalamanchili</td>
<td>Printed Name: CHARITY HOOVER</td>
</tr>
<tr>
<td>Title: CEO</td>
<td>Title: PROCUREMENT</td>
</tr>
<tr>
<td>Date: 11-4-2013</td>
<td>Date: 11-4-2013</td>
</tr>
</tbody>
</table>