![CityView logo]

Hosting Service Agreement

This **Hosting Service Agreement** (the "**Agreement**"), is entered into on ___November 1, 2024___ (the "**Effective Date**") by and between the City of Lee's Summit, MO of 220 SE Green, Lee's Summit, MO, 64063 ("**Customer**") and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**CityView**").

WHEREAS:

(a) Customer has licensed certain CityView software products pursuant to a Software License and Support Agreement entered into between the parties dated _____ (the "**Software License Agreement**"); and

(b) Customer has requested certain application hosting services for such software from CityView and CityView has agreed to provide such hosting services to Customer on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

(a) "**Annual Hosting Fees**" means the annual Hosting fees set out in Schedule "A" of this Agreement.

(b) "**Change Order**" means any written documentation between the Customer and CityView evidencing their agreement to change particular aspects of this Agreement.

(c) "**Contractual Services Agreement**" means the agreement to be entered into between the parties for the provision of any Professional Services to be performed by CityView to Customer.

(d) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Hosting Services.

(e) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of CityView shall include, without limitation, the Software, the Documentation, and any information with respect to the Hosting Services that CityView may provide to Customer from time to time, including without limitation, all information disclosed by CityView relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.

(f) "**Data**" means all data that is provided by Customer to CityView and all other content transmitted, posted, received or created through Customer's use of the Hosting Services or the Software.

(g) "**Data Storage Limit**" means the amount of data storage purchased by Customer as specified in Schedule "A"

of this Agreement.

(f) **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

(g) **"Fees"** means the Annual Hosting Fees, Professional Services Fees and other fees as may be further described and listed in Schedule "A" of this Agreement which may include fees to increase the Data Storage Limit and fees that CityView collects on behalf of third party vendors of Third Party Components which are licensed and distributed directly by such third party vendor.

(h) **"Professional Service(s)"** means those implementation, training, consulting, data conversion and other professional service(s) provided by the CityView Professional Services team as further described in the Contractual Services Agreement.

(i) **"Professional Services Fees"** means the professional service(s) fees set out in the Contractual Services Agreement to be paid by Customer to CityView for the Professional Services.

(j) **"Hosting Services"** means the hosting services to be provided by or on behalf of CityView under this Agreement that includes hosting, monitoring, and operating the Software on hardware and related equipment at a site owned or controlled by CityView and the delivery of non-exclusive access via a virtual private connection (VPN) or the Internet to the Customer to use the Software granted to the Customer pursuant to the Software License Agreement and Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Software.

(k) **"Software"** means the software product(s) including all upgrades and upgrades that CityView licensed to Customer pursuant to the Software License Agreement and as listed in Schedule "A" of the Software License Agreement.

(l) **"Software License Agreement"** shall have the meaning ascribed to it in the Recitals.

(m) **"Support Services"** means those support services provided pursuant to Schedule "D" of the Software License Agreement.

(n) **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that CityView or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Hosting Services.

(f) **"Updates"** means any minor modifications, enhancements, or improvements to the Software as well as bug fixes and error corrections that CityView makes generally available to its customers.

(o) **"User"** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Software solely for such Customer's internal use as part of the Hosting Services.

2. Authorization

The parties agree that execution of the Contractual Services Agreement which shall detail CityView's installation and implementation services for the Software is a condition precedent to the effectiveness of this Agreement and that the Contractual Services Agreement shall be entered into no later than contemporaneously with the execution of this Agreement. Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees for set-up and the Annual Hosting Fees, CityView hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software as permitted pursuant to the Software License Agreement.

CityView

3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Customer agrees to pay to CityView the Fees as described in this Section 3 and Schedule "A" in accordance with the payment terms set out in Schedule "A".

The Annual Hosting Fees, Professional Services Fees, and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, City or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on CityView' net income).

If any Fees are not paid when due, then at CityView's discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) CityView may suspend the Hosting Services, including all Customer access to the Software, pursuant to Section 11(b).

4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and is for a duration of ten (10) years (the "**Initial Term**"). The Hosting Services term shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") unless either party provides written notice to the other party of its intention not to renew prior to one hundred and twenty (120) days from the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

5. Restrictions on Use

(a) Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Software License Agreement without the prior written consent of CityView.

(b) The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

(c) No third party, other than duly authorized agents or employees of the Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software.

(d) The Customer shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

(e) The Customer shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of CityView or BluePrince.

(f) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

(g) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.

(h) The Customer shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

(i) In addition to its termination rights under Section 11, CityView may restrict or limit Customer's access to the Hosting Services if CityView reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in CityView' reasonable opinion poses any risk of any kind or nature to CityView or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, CityView will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Hosting Services and will promptly restore Customer's access after CityView has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, CityView reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that CityView determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to CityView or its service provider's network, business or other customers.

6. Hosting Services

(a) CityView shall provide all facilities, equipment, software and services required to deliver the Hosting Services. CityView shall have the right to manage all resources used in providing the Hosting Services, as CityView deems appropriate. The system resources that are used by CityView to provide the Hosting Services may be used for the applications of other CityView customers or third parties.

(b) CityView shall host and provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, subject to scheduled periods of non-availability as described in Schedule "B".

(c) CityView reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. CityView shall inform Customer of such criteria but CityView shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, CityView reserves its rights to not grant to such Users access to the Software. CityView reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.

(d) CityView shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software. Customer, not CityView, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.

(e) Backups, Disaster Recovery, High Availability and Restoration Services. CityView agrees to implement and maintain industry standard processes and procedures to ensure the City's data is highly available and the environments are secure and can be restored within (4) hours under non-destructive circumstances and within (48) forty-eight hours for destructive circumstances.

CityView agrees to provide Restorative Services following any incident, outage or disaster, foreseen or unforeseen, when requested by City. Restored data and environments must be to the most recent date possible. In no circumstances, unless mutually agreed upon by CityView and City, can the restored data and/or environment exceed more than 24 hours from the date of the incident. Unless mutually agreed upon by CityView and City restoration services must be accomplished within (4) hours under non-destructive circumstances and within (48) forty- eight hours for destructive circumstances.

(f) CityView shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.

(g) Customer acknowledges that in order to provide the Hosting Services CityView may be required to purchase access to the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to CityView and its service providers as of the Effective Date including

third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by CityView to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of CityView' control, then (a) CityView shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) CityView may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 11(e).

7. Customer Responsibilities

(a) Co-operation by Customer -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the CityView to achieve the Completion of Services related to any Professional Services supplied by CityView. To enable CityView to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with CityView' practices.

(b) Project Manager -- The Customer shall appoint a project manager who shall work closely with CityView to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.

(c) Customer Equipment. Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. CityView shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by CityView.

(d) Passwords. Customer agrees to comply with all CityView security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify CityView in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify CityView immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

(e) Users. The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by CityView from time to time for Users; and (iii) informing CityView of any information about Users' actions that may affected either the Software or third party data contained in the Software, or CityView's ability to provide Hosting Services as contemplated by this Agreement.

(f) Compliance with Laws. Customer represents and warrants to CityView that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

(g) Data Security. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as CityView') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to CityView' servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by CityView for an offering. Customer will not input or provide such content unless CityView

has first agreed in writing to implement additional required security measures.

CITYVIEW DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND CITYVIEW SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

8. Warranty and Warranty Disclaimer

a) **Limited Warranty.** CityView warrants to Customer that the Hosting Services shall be performed at a level and shall substantially conform to the specifications, as stated in CityView' manuals and other documentation provided to Customer, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for CityView to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11(a).

b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SETION 13(A), THE HOSTING SERVICES, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

CITYVIEW, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE HOSTING SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, CITYVIEW DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

9. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CITYVIEW AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE SOFTWARE, AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF

ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID BY CUSTOMER TO CITYVIEW UNDER THIS AGREEMENT.

PURCHASER FURTHER AGREES THAT IN NO EVENT SHALL CITYVIEW BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

10. Cancellations and Termination

This Agreement may be terminated as follows:

a. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

b. If Customer has failed to pay any amounts when due under this Agreement, CityView shall have the right to (i) suspend performance of the Hosting Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

c. CityView may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of CityView.

d. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

e. If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(g) includes a material price increase with respect to the Hosting Services enabled by such Third Party Components or impairs Customer's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Hosting Services and terminate this Agreement by providing written notice to CityView within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

f. This Agreement shall automatically terminate in the event that the Software License Agreement is terminated or expires.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

(a) All rights granted to Customer in this Agreement shall immediately terminate and CityView will immediately cease to

perform the Hosting Services.

(b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to CityView (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

(c) Customer shall return to CityView or at CityView' option purge or destroy all copies of any Confidential Information of CityView in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

(d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Hosting Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect CityView's right to collect any further invoiced amounts for other Professional Service Fees.

(f) Conditional upon Customer's payment of all Fees that are due to CityView, CityView will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two weeks and will be billed at CityView's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, CityView shall destroy all copies of the Data and delete all Data on the database and an Officer of CityView shall certify the destruction and deletion to the Customer. Subject to any legal requirement that CityView must retain a copy of the Data, CityView shall not delete the Data for 90 days from the date of termination except: (i) where CityView has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with CityView regarding the Data, CityView shall have the right to delete all Data at any time as either required by law or as determined by CityView in its sole discretion. Notwithstanding the foregoing, CityView shall be permitted to delete all Data without providing notification to Customer and CityView shall not be required to adhere to the time frames detailed above where CityView is required by law to delete such Data.

(g) In the event of termination or expiration of this Agreement other than termination by CityView for cause, Customer's license rights granted under the Software License Agreement shall continue pursuant to the terms of the Software License Agreement and upon request CityView shall deliver to Customer a copy of the [licensed version of the] Software for installation by Customer at Customer's site in accordance with the terms of the Software License Agreement. If Customer wishes to obtain installation, implementation, conversion or other services from CityView in connection with the migration of the Software and/or Data to Customer's equipment, the parties shall enter into a separate written agreement.

13. Ownership

(a) **By CityView.** Customer acknowledges that at all times CityView, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software CityView uses in the performance of the Hosting Services. CityView, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Hosting Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the Software License Agreement and CityView and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to CityView a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Hosting Services or the Software.

(b) **Customer Data.** As between CityView and Customer, all Data will remain the sole and exclusive property of Customer.

Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to CityView a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Hosting Services. Access to the Data shall only be by CityView's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, CityView may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to CityView a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). CityView shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants CityView the right to access Data to provide feedback to Customer concerning its use of the Hosting Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to CityView that:

   a. Data that is either provided to or acquired by CityView is owned exclusively by Customer and that the Customer has full right and title to provide the Data to CityView;

   b. Data that is either provided to or acquired by CityView is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by CityView and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

   c. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created, or disclosed pursuant to this Agreement; and

   d. Customer will not provide CityView with data of any kind for which CityView either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on CityView' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse CityView in relation to all reasonable fees and other disbursements paid by CityView to comply with such requests, whether by an individual or a government body, or to challenge such requests at either CityView' or Customer's request. Customer represents and warrants to CityView that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

CityView

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold CityView and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

16. General

(a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and CityView hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of CityView in connection therewith or contemplated thereby.

(b) **Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) **Notice**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

CITYVIEW
1 Antares Drive, Suite 400
Ottawa, Ontario, K2E 8C4
Attention: CEO / Legal
Telephone: 613-226-5511, extension 2149

and in the case of the Customer, to:

City of Lee's Summit

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

(d) Currency: Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.

(e) Entire Agreement: This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

(f) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) Assignment: Customer may not assign any of its rights or duties under this Agreement without the prior written consent of CityView, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(h) Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(i) Allocation of Risk: Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between CityView and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.

(j) Relationship: The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

(k) Equitable Relief: Customer acknowledges and agrees that it would be difficult to compute the monetary loss to CityView arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, CityView will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.

(l) Force Majeure: No default, delay or failure to perform on the part of CityView shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

(m) Survival: Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

(n) Counterparts: This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, CityView and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

CITYVIEW   CITY OF LEE'S SUMMIT, MO

_____   _____
Signature   Signature

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

CityView

SCHEDULE A - FEES AND PAYMENT SCHEDULE *

Purchased Hosting Services:

Hosting services shall be provided for the CityView products listed in the Software License Agreement.

Hosting Fees	Amount
Annual Hosting Fee - Year 1 (November 1, 2024 – October 31, 2025)	$45,802

Hosting pricing includes a Data Storage limit of 250GB. In the event additional Data Storage is required, it may be bought in 100GB amounts at the then-current rates, currently $75/100GB/month. Hosting pricing also includes the CityView OnDemand Replica Database Subscription.

* All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to termination of Hosting Services in accordance with this Agreement.

PAYMENT TERMS:

The Hosting Fees listed in the table above shall be due on November 1, 2024, and shall be invoiced annually thereafter and will be subject to the same increases as the annual software maintenance. Annual Hosting Fees are invoiced in advance of an upcoming annual term and shall be due and payable thirty (30) days from date of invoice. The Annual Hosting Fees will increase 4% each successive year as long as this agreement is in effect, and do not include the Annual Software Maintenance Fees – See Amended and Restated Software License and Support Agreement.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that CityView match the annual invoicing of the Annual Hosting Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to CityView in writing and during the Initial Term of this Agreement. If such election is made CityView shall, a) issue a prorated invoice for any Hosting Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Hosting Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Hosting Fees are invoiced in advance of an upcoming annual term. Hosting fees shall be due and payable thirty (30) days from date of invoice.

CityView

SCHEDULE B - SERVICE AVAILABILITY

I. SLA Overview:

    a. The purpose of the CityView Managed Services Hosting SLA is to set the City's expectations and service performance levels that will be provided and the metrics or performance indicators by which those SLAs will be measured.

II. Application Availability:

    a. Application shall consist of, but not be limited to, the following components, as part of CityView's Hosted Services:

        i. Sufficient Server and storage space reserved for use by City to accommodate expected application response times for the business unit in the CityView hosting environment, including network devices, virtualization technologies, and backups. CityView will ensure the memory, processing power, space and disk speeds are of sufficient performance to ensure all seasonal demands, batch jobs and reporting processing efforts are responsive and can be completed during working hours and within expected durations.

        ii. Power and cooling in the CityView hosting environment for the City's hosted Software Application, 3rd party software and all associate hardware; and

        iii. Redundant internet at all CityView's hosted data facilities for access to the hosted Software Application.

        iv. All software installed by CityView on behalf of the City.

        v. All operating systems necessary to support effective operation of the hardware and installed software.

    b. The Application Availability Percentage shall be calculated each month during the term of the Service Agreement using the following formula:

Total minutes of Application Availability per month / Total minutes per month

The application shall be deemed available when City has full use access to the software installed on behalf of the City.

    c. Remedy Procedure

The procedure for obtaining City's remedy in the event that CityView fails to meet the Application Availability SLA set forth above are as follows:

City must notify CityView in writing within five (5) business days of the service interruption by opening a support ticket and providing the following details:

• Subject of the support ticket must be: "Claim Notice"

• List the date the service interruption occurred

• List an estimate of the amount of actual service interruption minutes

- Ticket number of the documented service interruption event

CityView will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If CityView cannot confirm the service interruption, then City and CityView agree to refer the matter to authorized agents of Parties for resolution. In any month where City notifies CityView of a Claim Notice, and CityView confirms that it is out of compliance with this Service Level Agreement, CityView will provide City with a Monthly Application Availability Percentage Report which will be the basis of service credits which shall apply as set forth below.

d. In the event that CityView fails to meet its stated Application Availability SLA in any given month during the contract term, City shall be entitled to receive a Service Credit by providing CityView with a written request for a Service Credit within ninety (90) days after receipt of an invoice for the period in which the application was unavailable. The amount of the Service Credit shall be determined by multiplying the applicable Service Credit Percentage, in accordance with Table 1 shown below, by the Monthly Recurring Charge, known as "MRC", for the affected Service or Services. The MRC shall be determined by dividing the payment schedule in Appendix A by (12) for the months of service. Service Credits will be applied to the next year's Annual Application Hosting and Managed Support Services Fee. Failure for CityView to maintain 95% or greater availability, excluding scheduled maintenance times agreed to by the City, shall constitute a material breach in service. If the City elects to terminate the Services or Agreement for such breach, CityView shall refund the City all open Service Credits.

Table 1: Incident Management Availability Matrix

Application Availability Percentage	Service Credit Percentage
100% - 95%	0%
<95% > 9.35%	4%
<93.5% > 92%	7%
<92%	10%

e. For purposes of determining the Application Availability Percentage, the following causes of Application unavailability will be excluded:

i. Outages outside of the coverage hours 7:30am – 7:30pm Central Time Monday through Friday, excluding Labor Day, Christmas Day, and New Year's Day;

ii. Outages due to scheduled maintenance or emergency maintenance approved by the City;

iii. Outages resulting from a Force Majeure event;

iv. Outages caused directly by acts or omissions of the City or its employees, agents, contractors, or representatives;

v. Outages due to the use or failure of any City owned or provided equipment or software used in connection with the services;

vi. Outages resulting from CityView following or implementing instructions or procedures issued by the City;

vii. Outages resulting from network outages on infrastructure provided by the City;

viii. Outages or connectivity issues resulting from wireless communication devices by commercial wireless CityView used by the City;

ix. Outages resulting from third-party interfaced systems.

III. City Compliance. Without limiting the foregoing, City agrees that neither it nor its employees, agents, contractors or representatives shall attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, acceptable use policy, change management or other CityView policies relating to the CityView service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the Application Availability SLA and City will have no right to any Availability Service Credit or other remedy under this SLA or otherwise with respect to such disruption. City will be responsible and indemnify CityView for, any damage or service interruptions caused by City or its employees, agents, contractors or representatives in violation of these provisions, including, without limitation, any damage to any CityView provided equipment or colocation infrastructure or other affected City equipment. City will pay CityView, at the current published rates, for reasonable remedial services resulting from the City's actions.

IV. Change Management. CityView will provide the City with at least three (3) days prior notice before performing scheduled maintenance and as much notice as possible when performing Emergency Change Controls. CityView will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the City's Service. However, CityView reserves the right to proceed with any change control if it is determined, by CityView in its sole discretion that a change control is necessary to maintain the overall integrity of the Services if the City has received proper notifications of the impending change.