

## Exhibit G Participation Agreement

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this 10<sup>th</sup> day of April, 2017 (Effective Date), by and between the City of Central Falls, Rhode Island (the "Participant"), the State of Rhode Island (the "State") and ViewPoint Government Solutions, Inc. ("ViewPoint"). Together the Participant and ViewPoint shall be known as the "Parties."

### WITNESSETH

WHEREAS, pursuant to that certain Agreement by and between the State, by and through the Department of Administration's Division of Purchases, on behalf of the Office of Management and Budget and ViewPoint Government Solutions, Inc. for the Statewide E-Permitting Software System dated as of July 6, 2015 (as amended, supplemented, replaced or restated from time to time, the "Agreement"), ViewPoint has agreed to provide certain products and services (the "Program") to the Participant on the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit 1, and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Agreement,

NOW, THEREFORE, in consideration of the foregoing promises and the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Agreement shall be used herein as so defined in the Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and ViewPoint hereby agree to be bound by all the terms and conditions of the Agreement attached hereto as Exhibit 1. This Participation Agreement shall remain in effect according to its terms subject to the continued existence or enforceability of the Agreement with respect to the original parties thereto.

Without limiting the generality of the foregoing, the Participant and ViewPoint further agree that the Participant shall be responsible only for transactions and for fees, charges and other amounts due under the Agreement related to its use of products and services pursuant to the Agreement and that the State shall not be liable for any such transactions and for any such fees, charges and other amounts. If the Participant desires to procure additional services from ViewPoint, such services shall be the responsibility of Participant.

3. **System Administrator.** The Participant acknowledges that the State's Project Manager or their designee is the System Administrator. A Participant that demonstrates the necessary technical capacity may be granted rights to perform system administration duties that shall not supersede those of the State. The System Administrator shall sign this Participation Agreement.
4. **Description of Participation.** Participant understands that the ViewPoint platform being provided by the State is intended to facilitate uniformity and collaboration across municipal and state government bodies and that it may be necessary for employees from one governmental body to access the instance of another governmental body to perform certain tasks.
5. **Participant's Responsibilities.** Participant shall appoint and make available appropriate staff to provide required information, implement and make decisions regarding the Program and agrees to cooperate with the System Administrator and ViewPoint. Participant shall identify its primary point of contact to receive the applicable training for expert use of the System. Participant shall enter into an agreement with Stripe for purposes of electronic payment processing as provided for in the Agreement.
6. **Additional Data Conversion Services.** For any Participant which desires ViewPoint to convert historical data for use by the ViewPoint software, the Participant and ViewPoint will sign a brief Supplementary Agreement detailing the scope of the effort, work, products, time-line, and cost. The cost will be determined on a case-by-case basis and paid directly by each Participant to ViewPoint as outlined in the Supplementary Agreement.
7. **Termination.** Participant agrees to abide by the process for remedies and dispute resolution identified in the Agreement under Section 9. Notwithstanding this, Participant may terminate this Participation upon sixty (60) days written notice. If the Participant fails to meet its obligations under the Agreement or this Participation Agreement, ViewPoint shall have the option to pursue its legal remedies. If the Participant fails to meet its obligations under the Agreement or this Participation Agreement, ViewPoint and/or State shall have the option to terminate this Participation Agreement upon 60 days written notice. Termination of an individual Participant Agreement shall not result in the termination of the Agreement with the State of Rhode Island.

Any existing Participation Agreement shall expire contemporaneously with the expiration or termination date of the Agreement and any renewals or extensions thereof.

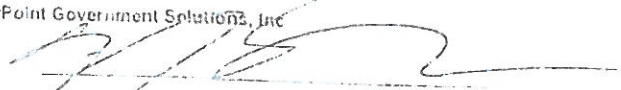
8. **Notices.** Notwithstanding the provisions of the Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.


ViewPoint  
 420 Vermont Street, Suite 1000, Providence, RI 02909  
 Attn: Baysil Silver


To the Participant  
 City of Central Falls  
 389 Broad St  
 Central Falls, RI 02863  
 Mari AMO Assistant Director, Planning and  
 Attn: Economic Development


**Miscellaneous:** The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of the Participation Agreement. This Participation Agreement embodies the entire agreement and understanding between the Participant and ViewPoint and supersedes all prior agreements and understandings between the Participant and ViewPoint relating to the subject matter hereof. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument, and each party hereto may execute this Participation Agreement by signing any of such counterparts. Electronic signatures shall have the same force and effect as the original.

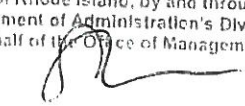
WITNESS WHEREOF, the Parties have caused this Participation Agreement to be duly executed as of the date first written above.

ViewPoint Government Solutions, Inc.  
 By:   
 Name: Baysil Silver  
 Title: Chief Operations Officer

City of Central Falls Participant  
 By:   
 Name: James A. Diocsa  
 Title: Mayor

City of Central Falls Participant  
 By:   
 Name: Matt Jerzyk  
 Title: City Solicitor

City of Central Falls Participant  
 By:  4/25/17  
 Name: Leonard Meranis  
 Title: Administrative and Financial Officer

State of Rhode Island, by and through the  
 Department of Administration's Division of Purchases,  
 on behalf of the Office of Management and Budget  
 By:   
 Name: Sandy Fort

