

## SOFTWARE AS A SERVICE AGREEMENT

This software as a service agreement (the "Agreement") is made and entered into as of [DATE] (the "Effective Date") between Citizinvestor, Inc. a Florida corporation ("Citizinvestor"), and New Haven, a City (the "Customer"), either or both of which may be referred to as the "Party" or "Parties".

**WHEREAS**, Citizinvestor has developed a civic engagement and crowd-funding platform tailored towards use by municipal governments wherein the government solicits project ideas from the public and posts these and other projects that citizens of that government can browse and contribute funding to (the "Platform");

**WHEREAS**, Customer is a representative or agent of a municipal government that desires to utilize the Platform; and

**WHEREAS**, Customer wishes to procure from Citizinvestor the software services described herein, and Citizinvestor wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Agreement Definitions.

"Administrator" shall mean each of the individuals as identified on Schedule A authorized to use the Products and Customer Website pursuant to Section 6 and the other terms and conditions of this Agreement.

"Commencement of Service" shall mean the date on which Customer is given electronic access by Citizinvestor by means of a login and password to the Products and the Customer Website as outlined in the Agreement.

"Customer Data" shall mean, other than Resultant Data and User Data, information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Administrator by or through the Materials, or that incorporates or is derived from the processing of such information, data or content by or through the Materials. For the avoidance of doubt, Customer Data includes information reflecting the access or use of the Materials by or on behalf of Customer or any Administrator other than Resultant Data and User Data.

"Customer Website" shall mean the URLs and web infrastructure established for Customer, to display the system and interface to be used by Customer and Users.

"Hardware Specifications" shall mean the list of approved minimum hardware, operating system, network, Internet access, and other criteria necessary for the Products and the Customer Website, as applicable, to run appropriately.

"Hosting" shall mean any of the services offered and outlined in the Agreement that relate to Citizinvestor providing data storage, data backup, data archiving, data transmission, computation, reporting and other data processing related activities.

"IP Rights" shall mean all intellectual property rights, including, but not limited to, copyright, patent rights, trade secret rights, trademark rights, and other similar property rights.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Materials" shall mean, collectively, the Products, Services, and the Customer Website.

"Products" shall refer to the products and software owned or distributed by Citizinvestor to which Citizinvestor grants Customer access to, and any updates to Citizinvestor Products provided by Citizinvestor.

“Projects” shall mean the fundraising campaigns initiated by the Customer or its Users on the Customer Website.

“Program Documentation” shall refer to the program user manual as well as any other materials provided by Citizinvestor as part of the Materials.

“Resultant Data” shall mean information, data and other content that is derived by or through the Materials from processing Customer Data and/or User Data, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content.

“Server” shall mean a central processing unit upon which the Materials, in whole or in part, or data manipulated by the Materials are installed or reside, and which are accessed by one or more terminals, servers, workstations, portable devices, or other devices in a local or wide area network.

“Service Level” shall mean the minimum performance specifications relative to system availability, service interruptions, backup and recovery and use of database information as defined in Exhibit B hereto.

“Services” shall consist of Citizinvestor’s services in connection with system administration, system management, and system monitoring activities that Citizinvestor performs for Citizinvestor Products and the Customer Website.

“Subscription Fee” shall mean the utilization of the Materials and Third-Party Software or Services for which Customer will make annual payments. The annual Subscription Fee will fluctuate based upon the Materials and how those develop in the future, including but not limited to upgrades, pursuant to the terms herein.

“Technology” shall mean Citizinvestor or its Third-Party Vendor’s proprietary technology, including but not limited to, programs, documentation, Internet operations design, hardware, content, software tools, hardware designs, algorithms, software (in source and object form), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related IP Rights.

“Third-Party Software” shall mean any software which is not owned by Citizinvestor, but which is utilized by Customer, from Citizinvestor, as an authorized distributor or licensee. In the event Customer obtains any software from a vendor other than Citizinvestor directly, any such references to that software will be referenced as “third-party software” without capitalization.

“Third-Party Vendor” shall mean any entity that provides Citizinvestor with software, hardware or services that are utilized by Customer from Citizinvestor as an authorized distributor or licensee. Citizinvestor in its sole discretion may opt to change Third-Party Vendors from time to time.

“Trade Secret” shall mean information, without regard to form, including, but not limited to, technical or non-technical data, formulae, compilations, computer programs, code, software, manuals, methods, techniques, drawings, processes, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality.

“Users” shall mean those individuals authorized by Customer or on Customer’s behalf to use the Customer Website.

#### Term.

Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement’s express provisions, will continue in effect until one (1) year from such date (the “Initial Term”).

Renewal. This Agreement shall automatically renew for one (1) additional successive year terms, unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term" and, together with the Initial Term, the "Term").

End of Agreement.

The Materials provided under this Agreement shall be provided for the Term defined above, unless earlier terminated in accordance with the Agreement. At the end of the Term, Customer's rights to access or use the Materials shall end.

If either Party breaches a material term of the Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching Party is in default and the non-breaching Party may terminate the Agreement. If Citizinvestor terminates the Agreement pursuant to the previous sentence, Customer must pay within thirty (30) days all amounts which have accrued, as well as all sums remaining unpaid for the Materials ordered under the Agreement plus related taxes and expenses, and any other outstanding costs, and Customer will not be refunded any portion of the Subscription Fee for that year or any portion of the Term. If Citizinvestor ends the Agreement pursuant to the indemnification section, Customer must pay within thirty (30) days all amounts remaining unpaid plus related taxes and expenses, and Customer will not be refunded any portion of the Subscription Fee for that year or any portion of the Term. The nonbreaching Party may in its sole discretion agree to extend the thirty (30) day period for so long as the breaching Party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under the Agreement, Customer may not use the Materials.

At Customer's request, and for a period of up to sixty (60) days after the termination of the Agreement, Citizinvestor may, in its sole discretion, permit Customer to access the Materials solely to the extent necessary for Customer to retrieve a file of Customer's data.

Citizinvestor will have no obligation to retain any archived Customer Data, User Data, or Resultant Data beyond the Term of the Agreement (other than for any legal holds). Upon termination or expiration of the Agreement, Citizinvestor will have no obligation to retain any archived Customer Data, User Data, or Resultant Data. All Customer Data, User Data, and Resultant Data may be irretrievably deleted after sixty (60) days following the termination of the Agreement.

Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

Fees.

(a) Customer agrees to pay an initial year fee of five hundred dollars (\$500) and an annual Subscription Fee, starting in year two of One thousand(\$1,000). Subscription Fees are to be paid in one (1) lump sum advance payment. Customer will not receive the Materials or any access thereto until the first annual Subscription Fee is paid to Citizinvestor in full. For Renewals, an invoice will be sent to Customer thirty (30) days prior to expiration of the Initial Term or the Term, as applicable, in order to maintain the continuous provision and operation of the Materials. Customer acknowledges that the Subscription Fees are subject to change. All Subscription Fees and other charges under this Agreement shall be due and payable within thirty (30) days of Customer's receipt of an invoice at a location specified below. All Subscription Fees and other charges hereunder are nonrefundable, unless otherwise provided herein.

(b) In the event that Citizinvestor is forced to use the services of a collection agency or attorney to collect any uncontested Subscription Fees or charges due hereunder, Customer shall be liable and shall pay for all costs or such collection, including, if applicable, reasonable attorneys' fees and costs of litigation.

(c) Customer shall be responsible for and pay any applicable sales, use, ad valorem, excise taxes, duties and assessments which are levied or based on charges for products or services rendered under this Agreement (excluding taxes based upon Citizinvestor's income). In the event Customer or the transactions described in this Agreement are exempt from any such taxes, Customer agrees to provide Citizinvestor with proper exemption certificates or other documentation acceptable to Citizinvestor.

(d) If Customer has not paid the Annual Fee prior to the expiration of the Term, Citizinvestor reserves the right to cease providing the Materials immediately and Customer is to discontinue use of all Materials immediately. Customer will be responsible for all fees in connection and late charges during any such period in which Materials are suspended due to Customer non-payment.

Customer agrees that it has not relied on the future availability of any of the Materials, or updates to the Materials in entering into the payment obligations in, or in connection to, the Agreement; however, the preceding does not relieve Citizinvestor of its obligation to deliver the Materials that Customer has ordered per the terms of the Agreement.

Customer shall reimburse Citizinvestor for reasonable expenses actually incurred by Citizinvestor in providing the Materials or responding to a Customer service request, including but not limited to, travel, automobile, telecommunications and data expenses, provided proper documentation and/or itemization of said expenses is furnished to Customer by Citizinvestor.

Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties: Citizinvestor has and will retain sole control over the operation, provision, maintenance and management of the Products and Services, including the: (i) location(s) where any of the Products are developed and Services are performed, (ii) selection, deployment, modification and replacement of the Products or Services; and (iii) performance of Services and provision of the Products, Service maintenance, upgrades, corrections and repairs. Citizinvestor reserves the right, in its sole discretion, to make any changes to the Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Citizinvestor's services to its customers, (ii) the competitive strength of or market for Citizinvestor's services or (iii) the Materials' cost efficiency or performance; or (b) to comply with applicable law.

Rights Granted. Upon Commencement of Service and for the duration of the Term, Customer has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Products and the Customer Website solely for its operations in connection with Citizinvestor's Products and the Customer Website, subject to the terms of the Agreement. Customer may allow its Users to use the Customer Website for this purpose and Customer is solely and exclusively responsible for its Users' compliance with applicable laws and monitoring of the Customer Website.

Customer acknowledges that Citizinvestor has no delivery obligations other than Program Documentation and will not ship copies of the Citizinvestor Products to Customer as part of the Materials. Customer agrees that Customer does not acquire under the Agreement any right or license to use the Citizinvestor Materials in excess of the scope of the Agreement and the duration of its Term. Upon termination of the Agreement, Customer's right to access or use the Materials shall terminate. Citizinvestor shall establish access credentials for up to five (5) Administrators, identified in Schedule A.

Ownership and Restrictions.

Customer retains all ownership and IP Rights in and to the Projects. Citizinvestor or its licensors retain all ownership and IP Rights to the Products and Services provided to Customer. Citizinvestor retains all ownership and IP Rights to anything developed and delivered under the Agreement.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Administrator in connection with the Materials; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems

(including database management systems) and networks, whether operated directly by Customer or through the use of third-party services (“Customer Systems”); (d) the security and use of Customer’s and its Administrators’ access credentials; and (e) all access to, and use of, the Materials directly or indirectly by or through the Customer Systems or its Administrators’ access credentials, with or without Customer’s knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

Customer may not: (i) remove or modify any markings or any notice of Citizinvestor’s or its licensors’ proprietary rights; (ii) make the Materials available in any manner to any third party for use in the third party’s business operations; (iii) modify, make derivative works of, disassemble, reverse compile, or reverse engineer (or cause any other person or entity to do the same) any part of the Products or the Customer Website (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced), or access or use the Products or the Customer Website in order to build or support, and/or assist a third party in building or supporting, Products or Customer websites competitive to Citizinvestor; or (iv) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Products or the Customer Website available, to any third party other than, as expressly permitted under the terms of the Agreement.

The rights granted to Customer under the Agreement are also conditioned on the following: (i) the rights of any User licensed to use the Customer Website (e.g., on a “named user” basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another User, in which case the prior User shall no longer have any right to access or use the license); (ii) except as expressly provided herein, no part of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and (iii) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Materials.

Nothing in this Agreement grants any right, title or interest in or to (including any license under) any IP Rights in or relating to, the Products or Services, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Products and Services are and will remain with Citizinvestor and the respective rights holders with respect to the Third Party Software and other applicable materials.

Citizinvestor shall retain all ownership and IP Rights in and to the Resultant Data and the User Data.

Citizinvestor shall register and own the domain in connection with the Materials during the Term of the Agreement. The Parties agree to cooperate in the choosing and naming of the domain, and Citizinvestor agrees to transfer the domain to Customer upon expiration or termination of the Agreement.

Citizinvestor may compile statistical information related to the Materials, including but not limited to Resultant Data and User Data, and may use, transfer, sell, or utilize it otherwise, provided that such information does not identify Customer’s Data, Customer’s Confidential Information, or Customer’s name. Citizinvestor retains all rights in and to such information.

#### Take Down Protocols.

If Customer becomes aware of any actual or threatened illegal or infringing activity, Customer shall immediately: (a) take all reasonable and lawful measures within Customer’s control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Products and the Customer Website and permanently erasing from Customer’s systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Citizinvestor of any such actual or threatened activity.

The following will be included on the Customer Website first delivered to Customer by Citizinvestor and shall not be removed by Customer:

*If any User, person, or entity believes its copyright, trademark, or other property rights have been infringed by a posting on this website, you or the user should send notification to Citizinvestor, Inc. (Citizinvestor) immediately. To be effective, the notification must include:*

*A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;*

*Identification of the copyrighted work claimed to have been infringed;*

*Information reasonably sufficient to permit Citizinvestor to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;*

*Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit Citizinvestor to locate the materials;*

*A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and*

*A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.*

*Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), Citizinvestor's Designated Agent for notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.*

*Designated Agent for Claimed Infringement:*

*Citizinvestor, Inc.  
Att: Brian Willis, Esq.  
101 East Kennedy Boulevard  
Suite 2800  
Tampa, FL 33602  
Telephone: (813) 229-7600  
Facsimile: (813) 229-1660*

Subcontractors. Citizinvestor may from time to time in its sole discretion engage third parties to perform or provide aspects of the Materials (each, a "Subcontractor").

Warranties, Disclaimers, and Exclusive Remedies. CITIZINVESTOR DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CITIZINVESTOR WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT CITIZINVESTOR DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CITIZINVESTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

Representations. Customer represents that if Customer is entering into this Agreement on behalf of a company, government body, or other legal entity, Customer represents that it has the authority to bind such entity or body to the terms and conditions of



this Agreement and, in such event, "Customer" as used in this Agreement shall refer to such entity or body. If Customer does not have such authority, or if Customer does not agree to all the terms and conditions in this Agreement, Customer may not accept this Agreement nor use the Materials.

Indemnification. Customer shall indemnify, defend and hold harmless Citizinvestor and its Subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Citizinvestor Indemnitee") from and against any and all Losses incurred by such Citizinvestor Indemnitee in connection with any Action by a third party (other than an affiliate of a Citizinvestor Indemnitee) that arises out of or relates to any:

Customer Data, including any processing of Customer Data by or on behalf of Citizinvestor in accordance with this Agreement;

any other materials or information (including any documents, data, specifications, software, content or technology) provided by or on behalf of Customer or any Administrator, including Citizinvestor's compliance with any specifications or directions provided by or on behalf of Customer or any Administrator to the extent prepared without any contribution by Citizinvestor;

allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement;

negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Administrator, or any third party on behalf of Customer or any Administrator, in connection with this Agreement; or

any materials or information provided by Users that infringe on a third party's IP Rights.

Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 12. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 12 will not relieve the Indemnitor of its obligations under this Section 12 except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

Mitigation. If any of the Materials are, or in Citizinvestor's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party IP Right, or if Customer's, an Administrator's, or a User's use of the Materials is enjoined or threatened to be enjoined, Citizinvestor may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Materials as contemplated by this Agreement;

(b) modify or replace the Materials, in whole or in part, to seek to make the Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute Materials, as applicable, under this Agreement; or

(c) by written notice to Customer, terminate this Agreement with respect to all or part of the Materials, and require Customer to immediately cease any use of the Materials, or any specified part or feature thereof.

THIS SECTION 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND CITIZINVESTOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY

SUBJECT MATTER HEREOF (INCLUDING THE MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. CITIZINVESTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CITIZINVESTOR FOR THE MATERIALS UNDER THE AGREEMENT THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN CUSTOMER'S FAVOR AGAINST CITIZINVESTOR SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY CUSTOMER UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CITIZINVESTOR'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION) OR LIABILITY FOR CITIZINVESTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CUSTOMER ACKNOWLEDGES THAT CITIZINVESTOR HAS NO CONTROL OVER THE USE OF THE INTERNET OR THIRD PARTIES' ACTIVITIES ON THE INTERNET, INCLUDING WITHOUT LIMITATION THIRD PARTY INTERFERENCE WITH DISRUPTION OR DISABLEMENT OF THE CUSTOMER WEBSITE VIA MEANS OF OVERLOADING, "FLOODING," "MAIL BOMBING," "DENIAL OF SERVICE" ATTACKS, "CRASHING" OR OTHER MEANS, AND CUSTOMER FURTHER ACKNOWLEDGES THAT CITIZINVESTOR SHALL NOT HAVE ANY LIABILITY THEREFORE.

Nondisclosure.

By virtue of the Agreement, the Parties may have access to information that is confidential to one another ("Confidential Information"). The Parties each agree to disclose only information that is required for the performance of obligations under the Agreement. Confidential Information shall be limited to the terms and pricing under the Agreement, Customer's Data residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third Party without restriction on the disclosure; or (d) is independently developed by the other Party.

The Parties acknowledge that (a) Customer Data, User Data, or Resultant Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that data includes FERPA Records, Citizinvestor will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

The Parties each agree to hold each other's Confidential Information in confidence for a period of three (3) years from the date of disclosure. Also, the Parties each agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement. Citizinvestor will protect the confidentiality of Customer's Data residing in the services environment in accordance with Citizinvestor security policies. Nothing shall prevent either Party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Entire Agreement. Customer agrees that the Agreement (including the information which is incorporated into the Agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete Agreement for the Materials ordered by Customer, and that the Agreement supersedes all prior or contemporaneous agreements or



representations, written or oral, regarding the Materials. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement. It is expressly agreed that the terms of the Agreement, shall supersede the terms in any non-Citizeninvestor document and no terms included in any non-Citizeninvestor document shall apply to the Materials. The Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of Customer and of Citizeninvestor.

Other

Citizeninvestor is an independent contractor and the Parties agree that no partnership, joint venture, or agency relationship exists between the Parties. Each Party will be responsible for paying its own employees, including employment related taxes and insurance.

Customer shall obtain at its sole expense any rights and consents from third parties necessary for Citizeninvestor and its subcontractors to provide or perform the Materials required under the Agreement.

The Agreement is governed by the substantive and procedural laws of Florida and Customer and Citizeninvestor agree to submit to the exclusive jurisdiction of, and venue in, the courts in Hillsborough county in Florida in any dispute arising out of or relating to the Agreement.

Customer may not assign the Agreement or give or transfer the Materials or an interest in them to another individual or entity. If Customer grants a security interest in any portion of the Materials, the secured party has no right to use or transfer the Materials.

Except for actions for nonpayment or breach of Citizeninvestor's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Customer understand that Citizeninvestor's business partners, including any third party firms retained by Customer to provide computer consulting services, are independent of Citizeninvestor and are not Citizeninvestor's agents. Citizeninvestor is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a Citizeninvestor Subcontractor on an engagement ordered under this Agreement.

Notices. Notices or other communications shall be directed to the following addresses:

**If to Citizeninvestor:**

Citizeninvestor, Inc.  
Attention: Tony DeSisto  
518 N. Tampa Ave Suite 280  
Tampa, FL, 33606

**If to Customer:**

[ENTITY NAME]  
Attention: [NAME]  
[ADDRESS]  
[CITY, STATE ZIP]

Force Majeure. Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, Internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either Party may cancel unperformed services upon written notice. This Section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for the Materials.

Customer's Data.

(a) In performing the Services, Citizinvestor will comply with the *Citizinvestor Services Privacy Policy*, which is available at <http://www.citizinvestor.com/privacy> and incorporated herein by reference. The *Citizinvestor Services Privacy Policy* is subject to change at Citizinvestor's sole discretion; however, Citizinvestor policy changes will not result in a material reduction in the level of protection provided for Customer's data during the period for which Fees for the Services have been paid.

(b) Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data: (a) to Citizinvestor, its Subcontractors, and the personnel of Citizinvestor as are necessary or useful to perform or provide the Materials; and (b) to Citizinvestor as are necessary or useful to enforce this Agreement and exercise its rights and perform its hereunder.

(c) Customer agrees to provide any notices and obtain any consents related to Customer's use of the Materials and Citizinvestor's provision of Materials, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer's Data and Users' use of the Customer Website.

Restrictions on Use of the Materials. Customer agrees not to use or permit use of the Materials, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Citizinvestor under the Agreement, Citizinvestor reserves the right to remove or disable access to any material that violates the foregoing restrictions. Citizinvestor shall have no liability to Customer in the event that Citizinvestor takes such action. Customer agrees to defend and indemnify Citizinvestor against any claim arising out of a violation of Customer's obligations under this Section.

Services Tools. Citizinvestor may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Materials and to help resolve Customer's service requests. Data collected by the Tools (excluding production data) may also be used to assist in managing Citizinvestor's product and service portfolio and for license management. Customer agrees that (a) except as set forth in the following paragraph, Customer may not access or use the Tools, and (b) Customer will not use or restore the Tools from any tape backup at any time following termination of the Agreement.

If Citizinvestor provides Customer with access to or use of any Tools in connection with the Materials, Customer's right to use such Tools is governed by the license terms that Citizinvestor specifies for such Tools; however, if Citizinvestor does not specify license terms for such Tools, Customer shall have a non-transferable, non-exclusive, limited right to use such Tools solely to facilitate Customer's administration and monitoring of Customer's services environment, subject to the terms of the Agreement. Any such Tools are provided by Citizinvestor on an "as is" basis and Citizinvestor does not provide technical support or offer any warranties for such Tools. Customer's right to use such Tools will terminate upon the earlier of Citizinvestor's notice, the end of the Term, or the date that the license to use such Tools ends under the license terms specified for such Tools.

Third Party Web Sites, Content, Products and Services. The Products and the Customer Website may enable Customer to add links to web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Citizinvestor is not responsible for any third party websites or third party content provided on or through the Materials and Customer bears all risks associated with the access and use of such websites and third party content, products and services.

Customer Reference. Customer agrees (i) that Citizinvestor may identify Customer as a recipient of the Materials and may use Customer's logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Citizinvestor on Citizinvestor.com for promotional purposes.

Counterparts. This Agreement may be executed in counterparts, including by transmission of facsimile or PDF copies of signature pages to the Parties, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and represent that the individuals signing this Agreement below are fully authorized to do so on behalf of their respective organization.

[CUSTOMER]

By:

Authorized Signature

Date

3.11.15

James A. Dossa, Mayor  
Printed Name and Title

CITIZINVESTOR, INC.

By:

Authorized Signature

Date

03 / 18 / 2015

Antonius DeSisto CEO  
Printed Name and Title

EXHIBIT A

ADMINISTRATORS

Approved as to form and correctness

City Solicitor

Reviewed per F.S.A.

Leonard Morganis  
Administration & Finance Officer