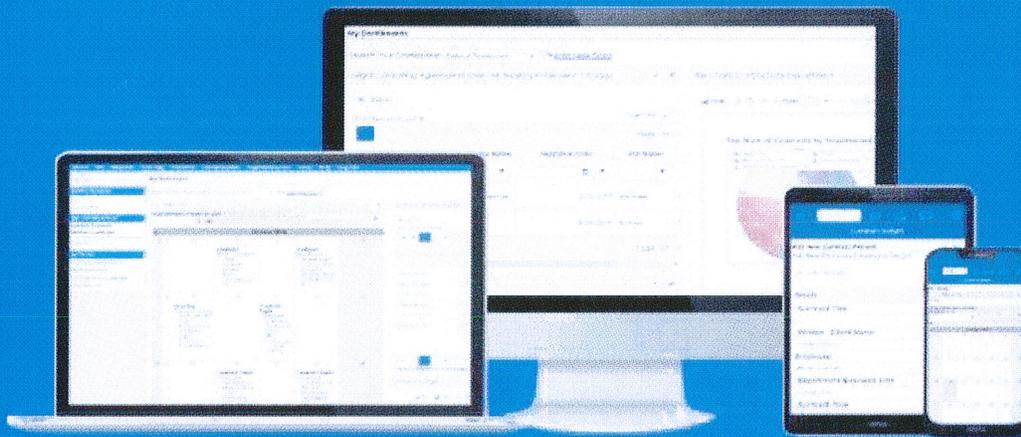


CobbleStone Software



CobbleStone Software™ Hosted Software License Agreement



Managing Contracts Just Got EasierSM



June 21, 2019 - Confidential Detailed Proposal

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33025

Subject: Confidential Pricing for Contract Insight

Dear Oniel Garcia,

Thank you for contacting CobbleStone Software and inviting us to present Contract Insight™ Contract Management Software to you and your team. It is a pleasure to present the following quotation for Contract Insight that includes; vendor/customer tracking, contract tracking, e-mail alerts, calendaring, authoring, workflow tasks, security, document management, scanning, searching, reporting, contract requests, and more. Attached is the full agreement with pricing as well. This proposal is for the hosting of Contract Insight™, contract management software application. The Contract Insight application will be made available to client for end-use via the Internet and web browser. ***Please let me know if we should adjust the pricing options below based on changes of the requirements.***

Exhibit A: Pricing: Deliverables and Pricing
Proposed Web Address: <https://pembroke.cobblestone.software/>

Item - Contract Insight Enterprise SaaS Hosted Licenses (Annual Hosting Subscription)	Qty	Standard Price	Discounted Unit Price	Year 1	Year 2	Year 3	Year 4	Year 5
Contract Insight Enterprise Hosted/SaaS Core License	1	\$ 5,163.00	\$ 5,163.00	\$ 5,163.00	\$ 5,376.04	\$ 6,022.12	\$ 6,503.89	\$ 7,021.20
Contract Insight Enterprise Hosted/SaaS Concurrent User License	15	\$ 716.00	\$ 716.00	\$ 10,740.00	\$ 11,599.20	\$ 12,527.14	\$ 13,529.31	\$ 14,611.65
Document Collaboration & eSign Module License	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Bulk eSign License (requires Document Collaboration & eSign Module) also 500 seats per line item signature participants tracked monthly	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Solicitation/e Sourcing Module License	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Vendor/Client Collaboration Gateway Module License	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase Order/Spend Management Module License	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Database Integration Manager Module License(s)	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Third-Party eSign Connection Manager Module License	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Onsite Backup Manager Module License *Requires license purchased separately for each server	1	\$ 2,769.65	\$ 2,769.65	\$ 2,769.65	\$ 2,991.22	\$ 3,230.52	\$ 3,489.96	\$ 3,768.05
Optional Solution DEV/STAGE/TEST Environment Add-ons (Annual Hosting Subscription)	1	\$ 3,204.30	\$ 3,204.30	\$ 3,204.30	\$ 3,460.64	\$ 3,737.50	\$ 4,036.50	\$ 4,359.41
Each Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups)	0		not selected	not selected	not selected	not selected	not selected	not selected
Annual Support/Maintenance (One-Time First Year Licensing Discount)	1		included	included	included	included	included	included
Optional Annual Services	1		\$ 2,997.70	\$ 2,997.70				
Annual Application Complex/Executable Code Escrow	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
SaaS Instance Service Up-Time Dashboard Annual Service	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Optional Professional Services	11		see svcs dtls	\$ 1,375.00				
Work Sessions	22		see svcs dtls	\$ 2,970.00				
Technical Services	0		not selected	\$ -				
Data Integration Services	0		not selected	\$ -				
Data Integration Annual Support: SaaS Single Sign-on Services (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
SaaS Single Sign-on Annual License (SAML 2.0 Compliant w/ WS Federation) for 1 Production System:	0		not selected	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services:	0		\$ -	not selected	\$ -	\$ -	\$ -	\$ -
Total (does not include tax or travel unless specified above):			\$ 28,065.80	\$ 23,627.11	\$ 25,517.27	\$ 27,558.66	\$ 29,763.35	

*Offer is subject to the attached agreement; offer is valid for 30 days if contract is not signed and is subject to re-pricing after 30 days. Travel (if required) is not included unless specifically priced. Product features can be found at <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>.

Professional Services Details (Included in Above Pricing)

Optional Professional Services	Qty	Unit Price	Extended Price
Training Services - Recommended Hours			
System Configuration Training Hours (Online up to 10 connections per session): - Remote Web	8.00	\$ 125.00	\$ 1,000.00
Super/Standard User Training Hours (Online up to 10 connections per session): - Remote Web	3.00	\$ 125.00	\$ 375.00
Work Sessions - Hours			
CMS (Contract Management) Application Configuration - Remote Web	22.00	\$ 135.00	\$ 2,970.00
Technical Services			
Data Integration Scheduled Services			
Information Update Services (Remote Only)			
Single Sign-on (SaaS) Setup & Configuration Services (Remote Only)			
Single Sign-on Authentication with Active Directory Federated Services (ADFS)			
Optional Professional Services Hours Sub-Total	33.00		\$4,345.00

CobbleStone Software has been providing contract management software since 1995 and has years of experience and is trusted thousands of users.

CobbleStone Software a great addition to an organization and offers: contract tracking, vendor management, user-defined fields, custom reports, e-mail alerts, tasks and checklists, security, document scanning and management, workflow, financials, searching, full text indexing, web platform, web calendaring, and more. Please contact me if there are any questions. To proceed, please sign and return the attached license agreement. Once signed, we will provision the system and schedule services. We look forward to working with you and your team.

Sincerely,

Michael Donnelly

CobbleStone Software — Leaders in Contract Software!

856-504-6802 tel. | 609-482-8023 fax. | mdonnelly@cobblestonesoftware.com

To initiate service:

1. Complete signature block information located at the end of this document
2. Return complete hosting agreement to your account representative
3. Company will countersign this document and return it to you.
4. Once signed, CobbleStone will schedule the provisioning of the system and kick-off call.

Contract Insight Enterprise Software License and Hosting Services Agreement

This CobbleStone Software License Agreement (this "Agreement") is entered into and by and between CobbleStone Systems Corp. DBA: CobbleStone Software ("Company") located at 428 South White Horse Pike Lindenwold, NJ 08021 and City of Pembroke Pines ("Customer" or "Licensee") located at 601 City Center Way, Pembroke Pines, FL 33025 (each a "Party" and collectively the "Parties").

Whereas, Company provides Cobblestone Software™, Contract Insight™ CobbleStone e-Procurement Software and other Company products as commercial off-the-shelf software commonly referred to as CobbleStone Software and Licensee seeks to license use of CobbleStone Software and its licensed modules set forth in Exhibit A attached hereto and by this reference made a part hereof; and Company has experience in providing software application hosting services for such licensed software and is willing to provide services to Licensee based on this background; and whereas, Licensee desires to have hosting services provided by Company;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF SERVICES / DEFINITIONS

Company will provide the following services ("Services").

Application Hosting Services: Described as providing CobbleStone Software as purchased in Exhibit A over the Internet as a software as a service from Company's retained third-party data center to the publicly facing internet connection IP address. The Application Hosting Services includes access to one production instance of the software application as specified in Exhibit A, additional instances if not specified in Exhibit A are excluded. The equipment and software used by Company in providing Services are referred to collectively as the "Products".

Service Levels (SLA): Service Levels are defined as: The production system will be available from the web application server 99.9% of the time excluding Schedule Maintenance periods and Priority Downtime to perform server and data maintenance. Down time shall be defined as a period of inaccessibility from two independent points of presence to the application web server with a non-response of fifteen (15) contiguous minutes excluding Schedule Maintenance periods and priority downtime. Response times are commensurate with the user's connection speed, for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds. The application web service is defined as an http response from the Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of Services under Company's control; however, due to Internet complexities and items beyond the control of the Company, the Company does not guarantee or warrants any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and the Service Levels have not been met and has been confirmed by Company, the maximum amount of credit to Licensee shall not exceed the equivalence of one month of the service price in the month the outage occurred. Service Levels shall apply to production instances of the system. In no event will the Company's liability exceed the fees paid for in the month in which the outage occurred.

Scheduled Maintenance and Downtime: The Company reserves the right for downtime daily to perform standard maintenance between 1:00 AM until 4:00 AM Eastern Time USA. At any time as deemed necessary by the Company, Company shall have the right to suspend service temporarily to apply emergency fixes and support. Downtime shall be defined as the application's external IP address via http or https port not accessible for greater than fifteen minutes from two

independent locations during the same time span.

Priority Downtime: The Company reserves the right to suspend services temporarily without notice to respond to emergency fixes, respond to hackers, attacks, viruses, respond to protecting Company and Licensee data and to respond to regulations as per applicable law. Priority downtime shall not be included in the uptime guarantee.

Maintenance/Support: Company will provide support to Licensee related to the Contract Insight product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Product documentation. Standard hours of support are 9 AM to 8 PM Monday through Friday (Eastern Time), exclusive of United States Federal holidays. Emergency supports includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Support excludes specific work relating to Licensee without an approved work order, excludes training and formal consulting services unless otherwise purchased in Exhibit A. All other services will be provided on a fee basis.

Activation/Delivery: The software application to be used to perform Services will be setup and made available for Licensee (“Activated” or “Activation”) within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement if Licensee timely supplies all necessary information to Company. Activation and delivery of the Services is considered effective when the software is provisioned and made ready for login to Licensee. Other services, if applicable will be mutually scheduled between the Parties.

Server Session: A “Server Session” is the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and inactive period.

Named End Users/Named User: A “Named End User” (also known as a “Named User”) is defined as a user account that is set to active within the systems regardless if the user is actively using the system or not; the total number of Named End-Users under a Named User license model (purchased in Exhibit A) is the total number of activated users regardless if the user is actively logged in or not.

Concurrent End User/Concurrent User: A “Concurrent End User” (also known as a “Concurrent User”) is defined as a user account that is currently logged into the system during the Server Session time-out period; the total number of End-Users under a Concurrent User license model (purchased in Exhibit A) is the total number of users logged into the system during a Server Session time-out period.

End Users: An “End User” is defined by either the Named End User or Concurrent End User definition above, respective to the license model (concurrent or named) purchased in Exhibit A; the total number of End Users shall be defined in accordance to the total number of either Named End Users or Concurrent End Users utilizing the system in accordance to their respective definitions above indicated by the license model purchased in Exhibit A.

Backups: The Company will provide standard backup services which include rolling thirty (30) day daily, off-site backups. The Company will use commercially reasonable efforts to ensure the reliability of data backups; however, the Company cannot guarantee or warrant any specific level of service as related to data backups. At the Licensee’s request, the Company will provide one (1) data extract or full restore no more than once annually and one (1) at termination within ten (10) business days of such request. In the event of a major disaster, recovery actions begin upon the declaration of a disaster and total recovery will take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster.

2. TERM, PRICES, AND PAYMENT

Term: The initial term of this Agreement shall be twelve (12) months from date of Activation unless terminated as provided herein. After the expiration of each term, this Agreement will be automatically renewed for successive twelve (12) month terms unless either Party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current term. The Licensee may cancel with thirty (30) day notice without cause.

Setup: Licensee will pay a fee to Company for the initial activation/set-up of the Products and services in the amount defined in the pricing section stated in Exhibit A and such fees are due in full upon execution of this Agreement.

Invoicing and Payments: Hosting license fee(s) as specified in Exhibit A will be invoiced when system is provisioned and made available to Licensee and is due and payable within thirty (30) days of receipt of valid invoice. Charges for services or training, if any, supplied shall be invoiced upon completion and due within thirty (30) days. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Additionally, payment may be withheld by the Customer, for Company's failure to comply with a term, condition or requirement of this Agreement.

Past Due Payments: Interest charges of 1.50% per month (or the highest rate permissible under law, if less) may accrue daily on amounts not received when due. Upon termination of this Agreement, prospective payments under this Agreement shall cease; provided, however, that Company shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Company has not yet been paid. If Licensee is in default, including termination of this Agreement other than as permitted by its terms, Company will terminate services and Licensee shall pay Company in one lump sum the sum of the monthly fee and the portion of the term remaining immediately prior to default.

Additional Services: Charges for additional products or services as set forth in any subsequent Purchase Order or Service Agreement shall be as set forth in that Purchase Order or Service Agreement and subject to Company's then current rates and policies.

Tariff/Tax Applicability: In the event that any Services ordered by Licensee are or become subject to a tax or tariff, the Licensee will pay or reimburse Company for any tariff fees, taxes and other charges imposed as a result of this Agreement, including sales and use taxes, duties or levies imposed by any authority, government or government agency (excluding property taxes and taxes levied on Company's net income).

Rate Escalation Cap: After the initial term, Company shall have the right to increase its charges upon thirty (30) days' notice prior to renewal via invoice. Rate increases are capped and not exceed eight percent (8%) per year. The increase in charges shall include an increase in the disk space/data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware.

Cancellation / Termination by Licensee: Licensee may terminate this Agreement for convenience with thirty (30) days' notice to Company. Any un-used and pre-paid portion of the contract term remaining shall be refunded calculated by the number of months remaining divided by the initial term multiplied by the term amount. Obligations of confidentiality as set forth in this Agreement shall survive.

3. LICENSEE RESPONSIBILITY

Licenses: Company will provide all software licenses necessary to host Contract Insight.

Passwords: Licensee agrees not to allow the use of or perform any process, program, or tool which would be used for the purposes of guessing passwords, denial of service attacks, or that makes unauthorized attempts to access or compromise the Licensed Software, other systems or networks. Licensee acknowledges that Company will assist local, state and federal authorities in the prosecution of any illegal activities.

Compliance with Law and Regulations:

Licensee agrees to use Services only as permitted by applicable law and regulations, including but not limited to export control laws and regulations. The use of the service or transmission of any material in violation of applicable law is prohibited. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material and trade secrets.

Each Party will comply with all applicable regulations and applicable Laws.

Company may terminate this Agreement at any time for Licensee's willful violations of applicable Laws or regulations that govern this Agreement. Following such a termination, Licensee shall pay Company in one lump sum the product of the monthly fee and the portion of the term remaining immediately prior to termination of this Agreement.

4. NOTICES

Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the Present Company and Licensee designate the following as the respective places for giving of notice:

If for Licensee:

Charlie F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025
Telephone No. (954) 450-1040

Copy to:

Samuel S. Goren, City Attorney
3099 E. Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

If for Company:

CobbleStone Systems Corp.
Attn: Legal
428 South White Horse Pike
Lindenwold, NJ 08021

E-mail shall be an accepted form of delivery. Mailing addresses may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

5. TITLE TO PRODUCTS AND SERVICES

All title to equipment and software licenses provided by Company (as listed in Exhibit A or which are otherwise or subsequently provided by Company) are the property of Company and remain the property of Company during and after the term of this Agreement.

All non-public data and content and related files from the Licensee's application are the property of Licensee and remain the property of Licensee during and after the term of this Agreement.

License. This software program (the "Program", "Licensed Software") and the accompanying documentation (the "Documentation") are licensed, not sold, to Licensee. The term "Program" shall also include any Updates, patches and Upgrades of the Program licensed to Licensee by Company for the Product and optional add-on module(s) purchased and licensed pursuant to Exhibit A. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed Software Program. The term "Upgrade" means a software package that replaces a version of the purchased Product with a newer version of the purchased Product as specified in Exhibit A. Subject to the terms of this Agreement, Licensee has a non-exclusive and nontransferable right to use the Program and Documentation. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Program and Documentation from unauthorized disclosure or use. Company reserves all rights not expressly granted to Licensee. Licensee shall not utilize Licensed Software for more End-Users than the number of Licenses for which it has paid a fee. Licensee shall not export the Licensed Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Licensed Software, Documentation, any modifications thereto or any related materials to Licensee or to any third party. Company shall retain all right, title and interest in the Licensed Software including its updates, modifications, derivative works, and related materials except as specifically granted herein. Licensee shall retain all copyright and trademark notices on the Licensed Software and Documentation and as otherwise necessary to protect Company intellectual property rights.

Limitations of Use. Licensee may not rent, lease, sell, provide unlicensed access, or otherwise transfer or distribute copies of the Program or Documentation to others. Licensee may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code from the Program.

6. TREATMENT OF CONFIDENTIAL INFORMATION

Licensee recognizes that any software and related Company information provided to Licensee pursuant to this Agreement constitutes valuable trade secrets of Company and is considered confidential. Licensee shall use reasonable efforts to protect and keep confidential all software, programming, processes, screens, employee names, customers, plans, information, documentation and items commonly known in business to be confidential and shall make no attempt to examine, copy, alter, "reverse engineer", tamper with or otherwise misuse Company software or disclose Company confidential information other than as required by applicable law including, but not limited to, Chapter 119, Florida Statutes.

Company recognizes that all data stored on Company network is confidential and may contain non-public Licensee information. Company, pursuant to this Agreement shall use reasonable efforts to protect and keep confidential all non-public data provided by Licensee.

All right, title and interest in and to any Licensee content or Licensee data relating to Licensee business shall remain the property of Licensee.

7. WARRANTIES/DISCLAIMERS/LIMITATIONS OF LIABILITY

Company warrants that:

(A) all goods utilized by Company in providing Services will be in good working order and will conform to Company's service specifications on the date installed,

(B) all work performed by Company in providing Services shall be performed in a good and workmanlike manner; and that the Program shall perform in all material respects in accordance with its Documentation or other written representation made for it by Company and shall be free from known material defects in materials and workmanship. In the event of any such defects, Company agrees to, if technically possible, attempt to correct the defect within ninety (90) days or as agreed to between the Parties, or terminate this Agreement and re-fund a pro-rated portion of paid annual hosting fees for License Fees; provided, however, that Company is notified in writing of such defects within thirty (30) days of date the of the occurrence of the confirmed defect and reported to Company. Company warrants that the Program will perform in accordance with its related documentation, specifications, descriptions, standards and objectives set forth in Documentation. Due to the complex nature of software, Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software equipment and software configurations. The services enable authorized Licensee users to add, alter and delete Licensee's data in a manner consistent with the functionality of the Services which may not be recoverable by the Company outside the backup retention period. Licensee expressly assumes all risk for its data and use except for that caused by Company's acts, omission, negligence, or willful misconduct.

(C) it has sufficient legal rights to provide Services to Licensee.

THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensee acknowledges that information available from or through Services or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of Licensee data. Company cannot and does not provide legal advice for Licensee data or related processes. Services provided by Company are for the purposes of providing the software in accordance with the Product documentation. Company makes no warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing Services, including but not limited to internet connectivity, web hosting, server allocation or dedicated web hosting. The use of any information obtained from or through Services will be at Licensee's own risk except for that caused by Company's willful acts, omission, negligence, or willful misconduct. Company has no obligations under this Agreement with respect to any Customer data created, stored, or transmitted outside of the Licensed Software.

LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY

IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD PARTY. IN THE EVENT OF ANY DEFAULT BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE FEES PAID FOR THE MONTH IN WHICH THE OUTAGE OR DEFAULT OCCURRED.

If Licensee is in Default, Company may terminate this Agreement and retake possession of any goods provided to Licensee and not yet paid for (before, during or after any action to recover sums hereunder), in which case Licensee shall provide Company full and free access to such goods. Company will retain data for thirty (30) days after termination, thereafter, Company may decommission and purge Licensee data subject to the provisions set forth in Chapter 119, Florida Statutes. Further, Company shall retain all payments made hereunder, and recover charges and costs owed by Licensee as well as other damages Company may have sustained because of Licensee's Default, including but not limited to reasonable attorney and collection fees. For purposes of this Agreement, Licensee shall be deemed in "Default" in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

If Company is in default, Customer may terminate this Agreement, in which case Company shall remit to Customer the amount due for the unused portion of the Services for the current term along with any and all costs associated with termination. In the event that Company abandons this Agreement or causes it to be terminated, Company shall indemnify the Customer against any loss pertaining to the termination up to a maximum of the max of a one-year contracted fee amount.

8. INDEMNIFICATION

Customer's Mis-Use: Customer agrees to be responsible for any material mis-use by Customer's employees. Nothing in this agreement shall be deemed to waive the City's Sovereign Immunity under Florida Law. indemnify and hold Company harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs and expenses, including reasonable attorneys' fees arising, from Customer's misuse of Services or any violation by Customer of any of the terms of this Agreement, including but not limited to using Services and publication of any image or information on Customer's Contract Insight in violation of applicable laws. Customer acknowledges and agrees that Company may block access to Licensed Software if either Party receives notice of any violation, and Customer, subject to the extent allowable by applicable law, agrees to indemnify and hold Company harmless from any claim, demand or cause of action and all damages, judgments, decrees, costs and expenses, including reasonable attorneys' fees, related to blocking such access or such notice.

8.1 Company shall indemnify and save harmless the Customer, its trustees, elected and appointed officials, agents, servants and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by the Customer, its trustees, elected and appointed officials, agents, servants or employees, arising out of, or by reason of, or resulting from the negligence, recklessness, or intentionally wrongful conduct of Company, its agents, servants or employees in the performance under this Agreement.

8.2 Subject to terms set forth elsewhere in this Agreement, Company's aggregate liability shall not exceed the proceeds of insurance required to be placed, pursuant to this Agreement plus the maximum of one-year compensation amount received by Company, or extend to any claims brought subsequent to the expiration of warranty period outlined herein. The Customer's rights and remedies and Company's liabilities as set forth in this Agreement, are exclusive, and the Customer hereby releases Company from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

8.3 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this section, provide for indemnification by the Company and that §725.06, Florida Statutes, requires a specific consideration to be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged is the specific consideration for such indemnities and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Company. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provisions shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

8.4 Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of: (i) the specific content or configuration of Customer data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Products by Licensee and/or its users (iii) data stored outside of the software, (iv) external interfaces not built by Company, or (v) software, hardware, or other materials not furnished or authorized by Company or reasonably anticipated by Company, (vi) or acts by Licensee that could reasonably be avoided.

9. INSURANCE

9.1 Subject to the terms of this Agreement, the Company shall indemnify and hold harmless the Customer and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages as awarded by a court of law, including reasonable attorneys' fees and costs of defense, which the Customer or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from material uncured default by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims directly caused by Company in connection therewith and shall investigate and defend I claims, suits or actions directly caused by Company including appellate proceedings, and shall pay reasonable costs, judgments, and reasonable attorneys' fees which may issue thereon. Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of: (i) the specific content or configuration of Licensee data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Products by Licensee and/or its users (iii) data stored outside of the software, (iv) external interfaces not build by Company, (v) software, hardware, or other materials not furnished or authorized by Company or reasonably anticipated by Company, (vi) or acts by Licensee that could reasonably be avoided.

9.2 Company shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Customer nor shall the Company allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Customer's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class

VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

9.4 Policies shall be endorsed to provide the Customer with thirty (30) days' notice of cancellation or the Company shall obtain written agreement from its agent to provide the Customer thirty (30) days' notice of cancellation.

9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance of the Services by the Customer. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the Term of this Agreement, the Company shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Company shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Company shall be liable to Customer for any lapses in service resulting from a gap in insurance coverage.

9.6 Required Insurance.

9.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

Products and Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Customer's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

9.6.2 Worker's Compensation and Employer's Liability Insurance covering all employees, and/or volunteers of the Company engaged in the performance of the scope of work associated with this Agreement shall be maintained by the Company. In the case any work is sublet, the Company shall require the subcontractors similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Company. Coverage for the Company and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Worker's Compensation: Coverage A – Statutory
2. Employer's Liability: Coverage B-\$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If Company claims to be exempt from this requirement, Company shall provide Customer proof of such exemption along with a written request for Customer to exempt Company, written on Company letterhead.

9.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

9.6.5 Cyber Liability including Network Security and Privacy Liability when applicable, with a limit of liability no less than \$2,000,000 per loss must be provided by Company. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to the Services, including denial of Services, and the introduction of a computer virus into, or otherwise causing damage to, the Customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon.

9.6 Required Endorsements.

9.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein.

9.6.2 Waiver of all Rights of Subrogation against the Customer.

9.6.3 30 Day Notice of Cancellation or Non-Renewal to the Customer.

9.6.4 Company's policies shall be Primary & Non-Contributory.

9.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Customer.

9.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

9.7 Company shall name the Customer, as an additional insured on each of the General Liability policies required herein and shall hold the Customer, its agents, elected or appointed officials, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided for hereunder.

9.8 Any insurance required of the Company pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Customer as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Company and provided proof of such coverage is provided the Customer. The Company and any subcontractors shall maintain such policies during the term of this Agreement.

9.9 The Customer reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

9.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Company has assumed in the indemnification/hold harmless section(s) of this Agreement.

10. GENERAL

Licensee's rights to use services and Products are non-exclusive, non-transferable and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect. This

Agreement does not confer any benefits on any third party unless otherwise state in this Agreement. Any legal action arising out of Company's provisioning of Services, including the failure, malfunction or defect in the Services, shall be brought within one year of the discovery of such defect, or is deemed waived. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Company without the prior written consent of Customer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment which requires Customer approval. However, this Agreement shall run to the benefit of the Customer and its successors and assigns.

Performance. Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

Dispute resolution. Any disputed matter, controversy or claim arising out of or related to this Agreement would first be attempted to be resolved by good faith negotiations between the Parties. If unsettled, the Parties will mediate through non-binding mediation in accordance with the mediation procedure pursuant to the laws of the State of Florida, or as agreed to between the Parties. The mediation shall be conducted in Broward County, Florida. The mediator shall be a neutral, independent and disinterested third party and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.

Publicity. Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Customer name in bids, proposals, press releases, audits or as required by applicable laws or regulations.

Entire Agreement. This Agreement represents the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein and supersedes any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be executed by the Parties with the same formality and of equal dignity herewith. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Broward County, Florida. This Agreement, and any amendment or supplement hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one instrument. The execution of any such amendment or supplement by any Party will not become effective until all the Parties have executed counterparts hereto or thereto. This Agreement, amendment or supplement may be executed by facsimile or electronic signatures, which signatures shall have the same force and effect as original signatures.

Non Discrimination & Equal Opportunity Employment. During the performance of this Agreement, neither the Company nor any subcontractors shall discriminate against any employee or applicant for employment because of race, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Company will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Company shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer

setting forth the provisions of this nondiscrimination clause. Company further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of this Parties that the Company is an independent contractor under this Agreement and not the Customer's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Company shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Company's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Company, which policies of Company shall not conflict with City, State, H.U.D., or United States policies, rules or regulations relating to the use of Company's funds provided for herein. The Company agrees that it is a separate and independent enterprise from the Customer, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Company and the Customer and the Customer will not be liable for any obligation incurred by Company, including but not limited to unpaid minimum wages and/or overtime premiums.

Signatory Authority. Company shall provide Customer with copies of requisite documentation evidencing that the signatory for Company has the authority to enter into this Agreement.

Default of Agreement and Remedies. Customer reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Company to perform in accordance with the requirements of this Agreement, or for losses sustained by Customer resultant from Company's failure to perform in accordance with the requirements of this Agreement.

Bankruptcy. It is agreed that if Company is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

Dispute Resolution. In addition to any other remedy provided for hereunder, Customer, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by Customer. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by Customer, such controversy or claim shall be submitted to one arbitrator selected by the Customer from the National Panel of the American Arbitration Association.

Public Records. The Customer is a public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

1. Keep and maintain public records required by the Customer to perform the service;
2. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the Customer; and
4. Upon completion of the Agreement, Company shall transfer to the Customer, at no cost to the Customer, all public records in Company's possession. All records stored electronically by the Company must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Customer shall enforce the Default in accordance with the provisions set forth herein.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4TH FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
MGRAHAM@PPINES.COM**

Legal Representation. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

No Contingent Fees. Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Company to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Customer shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

Exhibits. Each exhibit referred to in this Agreement forms an essential party of this Agreement. The exhibits, if not physically attached hereto, should be treated as part of this Agreement and are incorporated herein by reference.

Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Waiver. Failure of the Customer to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Attorney's Fees. In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

Scrutinized Companies. Company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel list, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

1. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes or is engaged in a boycott of Israel; or
2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or
 - b. Is engaged in business operations in Syria.



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CUSTOMER:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

COMPANY:

COBBLESTONE SYSTEMS CORP.

By: _____ CobbleStone Software
Name: _____
Title: _____ Mark Nastasi - VP

Mark Nastasi 10/20/2019

STATE OF New Jersey
COUNTY OF (Camden)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mark Nastasi as VP of **COBBLESTONE SYSTEMS CORP. (dba) COBBLESTONE**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **COBBLESTONE SYSTEMS CORP. (dba) COBBLESTONE** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22 day of Oct, 2019.

Elicia Neumann
NOTARY PUBLIC

Elicia Neumann
(Name of Notary Typed, Printed or Stamped)

