Contract #20200016

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT #2

This Amendment #2 ("Amendment #2") to the QAlert CRM Knowledge Base Contract #20200016 ("Contract"), by and between the City and Catalis Public Works & Citizen Engagement, LLC. ("Contractor"), as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Contractor's Full Legal Name:	Catalis Public Works & Citizen Engagement, LLC
Solicitation No./Event ID:	20200016
Solicitation Title/Event Name:	QAlert CRM Knowledge Base
Contract Award Date:	October 1, 2019
Initial Contract Term:	October 1, 2019 to September 30, 2024
Current Contract Expiration Date:	September 30, 2024
Requested Contract Expiration Date:	September 30, 2027
Initial Contract Amount:	$244,849.92
Requested Financial Change Amount:	$182,436.00
New Contract Amount:	$427,285.92
Amendment No.:	2
Amendment Type:	**Extension**

WHEREAS, the Contract was in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **TIME EXTENSION**. The parties hereby agree that the Contract will be extended for an additional period, as follows:

    a. Extend Contract term for an additional three (3) years:

       • Beginning Date of Amendment #2 Term: **October 1, 2024.**

- End Date of Amendment #2 Term: **September 30, 2027.**

    b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Term," unless the parties agree in a duly authorized writing to extend the Contract.

2.   **ANNUAL SUBSCRIPTION COST:** Annual Software Subscription Fees shall be billed upon the Subscription Start Date.

Year 1 - $60,812 (2025)
Year 2 - $60,812 (2026)
Year 3 - $60,812 (2027)

Total Cost: $182,436.00 over a three-year period.

3.   **COLLIER COUNTY CONTRACT.** The City procured Contract 20200016 via a piggyback agreement using Collier County's Agreement 17-7127. Because of a pricing difference, the City is not procuring this Amendment #2 via the piggyback agreement, and instead, is using one of its exceptions for formal bidding via Section 35.08 of the City Code of Ordinances. However, for continuity of the Contract and this Amendment #2, the parties agree that the terms incorporated from Collier County's Agreement 17-7127, as well as other terms, that were incorporated into the original Contract, shall remain, to the extent not amended by this Amendment #2. The City shall be deemed substituted for Collier County in Agreement 17-7127 regarding any and all provisions of Collier County Agreement 17-7127, including by example, but not limited to, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Collier County Agreement 17-7127 are restated as if set forth fully in the Contract, made for the benefit of City, and incorporated herein. In the event of any conflict, the order of preference shall be: (1) this Amendment #2; (2) Amendment #1; (3) the Contract; (4) Collier County Agreement 17-7127; the attachments to this Amendment #2, including the Catalis Order Form referenced in Section 4.

4.   **ADDITIONAL TERMS AND CONDITIONS.** The parties agree to incorporate the following terms and conditions into the Contract. Additionally, the parties agree to incorporate by this reference, and attachment hereto, Catalis Order Form No.006Ph00000Dq5qdlAB, dated December 15, 2024.

    a) **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

- Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
- If Contractor enters into a contract with a subconsultant, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
- The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has

violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of the Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

•   The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

•   The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida.

b) **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c) **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

5.   **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6.   **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
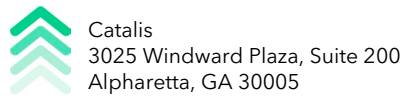
IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Catalis Public Works & Citizen Engagement, LLC.
Authorized Signature:	Signed by: 2A813E7949F84A9...
Printed Name and Title of Person Signing:	Teresa Yeager EVP
Date:	2/10/2025
Company Address:	3025 Windward Plaza, Ste. 200, Alpharetta, GA 30005

THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000Dq5qdIAB
Order Form Date: December 16, 2024

ORDER FORM

CUSTOMER INFORMATION

Customer:	City of Port St. Lucie, FL	Phone:	772-344-4244
Primary Contact:	Casey Scott cscott@cityofpsl.com	Address:	121 SW Port St. Lucie Blvd
			Port St. Lucie, FL 34984
System Administrator:	Casey Scott cscott@cityofpsl.com		

Billing Contact:	Casey Scott	ACH:	☐		
Billing Email:	cscott@cityofpsl.com	PO Required:	☐	PO No.: _____
Billing Phone:	772-344-4244	Tax Exempt:	☐		

Catalis Representative: Ryan Frommel   ryan.frommel@catalisgov.com   770-415-1094

SUBSCRIPTION TERM

Subscription Start Date: October 1, 2024
Auto-Renewal: Yes (Annual)
The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for three (3) years. Upon completion of the Initial Term, the Order Form shall automatically be renewed for subsequent annual twelve (12) month terms.
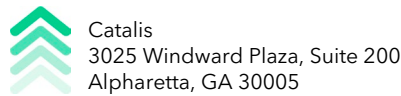
PRICING

1. Software Subscription Fees

	Year 1	Year 2	Year 3
Request Management Enterprise Annual Subscription	$52,220	$52,220	$52,220
Request Management Enterprise Dashboard Annual Subscription	$6,592	$6,592	$6,592
Request Management Enterprise Survey Tool Annual Subscription	$2,000	$2,000	$2,000
Total Subscription Fees	**$60,812**	**$60,812**	**$60,812**

1.1. Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date.
1.2. Future Year Software Subscription Fees shall be billed annually in advance.

2. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000Dq5qdIAB
Order Form Date: December 16, 2024

TERMS AND CONDITIONS

The Agreement incorporates by reference the following, in order of precedence:
This Order Form
The Master Software Subscription and Services Agreement
Schedule A: Software Description and Scope of Use

General Notes:
1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
2. The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
3. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form Date.
4. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form. Following adoption of this Order Form, changes shall be memorialized with a written Amendment, without regard to whether the change affects costs, and shall be approved in writing by Catalis and the Customer. If the Amendment impacts cost to one or more Parties, an estimate of the cost impact shall be included in the written Amendment.
5. Any Recurring Fees will increase annually by the greater of five percent (5%) or the increase in the CPI for the prior calendar year (as reflected in the pricing table(s) above).
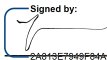6. Invoices shall be due and payable within thirty (30) days following invoice by Catalis.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

CITY OF PORT ST. LUCIE, FL:

By: _____
Name: _____
Title: _____
Date: _____

CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC:

By: Teresa Yeager
Name: _____
Title: EVP
Date: 2/10/2025

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000Dq5qdIAB
Order Form Date: December 16, 2024

MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Master Software Subscription Services Agreement (the "Agreement") governs Your acquisition of the services described in signed or authenticated order that identifies the services and other terms and conditions by which You will be provided the Services (an "Order Form") between You as the customer and the Catalis entity that is providing the Services (referred to in this Agreement as "Catalis.") Capitalized terms have the definitions set forth in this Agreement. "Customer" or "You" or "Your" is the legal entity that is entering into an agreement with the Catalis entity that is providing the Services described in an Order Form. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different effective date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties." Any Schedules to this Agreement are those that are part of the Order Form.

1. Definitions.
The following definitions shall apply in this Agreement:

1.1. Confidential Information. All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Catalis Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

1.2. Customer Data. All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.

1.3. Customer Materials. All materials supplied by Customer in connection with this Agreement.

1.4. Deliverables. Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables").

1.5. Documentation. The written description of the functions and use of the Software.

1.6. Error. (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7. Functional Specifications. The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.

1.8. Intellectual Property. All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.

1.9. New Product. Any change or addition to Software, Services and/or related documentation that: (i) has a value or utility separate from the use of the Software, Services and documentation; (ii) may be priced and offered separately from the Software, Services and documentation; and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.

1.10. Statement of Work. The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.

1.11. Software. The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis.

1.12. Software Acceptance Date. The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.

1.13. Taxes. All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

1.14. Test Validation Criteria. The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.

1.15. Warranty Period. The thirty (30) day period commencing on the installation of the Software

2 Subscription License.

2.1. License. Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the "Services"). As part of the subscription by Customer, Catalis will perform the services described in this Agreement.

2.2. Scope of License Limited. The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in an Order Form. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

2.3. Additional Services. Customer may subscribe to additional Services in a subsequent Order Form.

2.4. Restrictions. Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

2.5. Installation at Customer's Location or Designated Data Center. The Services will be hosted at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.

3. Fees, Installation Charges, and Taxes.

3.1. Subscription Fees. The subscription fees for the Services are set forth on the Order Form. Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement. Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below.

3.2. Configuration, Installation and Services Fees. Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

3.3. Taxes. Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.

3.4. Currency. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. Delivery and Acceptance.

4.1. Delivery, Testing and Installation. Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2. Acceptance. Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either: (i) accept the Catalis Deliverables in writing; or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5. Payment.

5.1. Fees for Initial and Renewal Subscription Services. Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually in advance and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable

pricing in the prior term by the greater of six percent (6%) or the increase in the CPI for the prior calendar year, or as stated in the Order Form. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2. Fees for Subsequent Software Subscription. Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.

5.3. Ancillary Charges and Out of Pocket Expenses. All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.

5.4. Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. Warranty, Exclusions, and Disclaimer.

6.1. Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2. Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without limitation, temperature, humidity, dust, or static charge. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. Functional Specifications.
Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis.

8. Training.
Catalis shall provide training in the operation and maintenance of the Services. The number of training days is described in the Order Form. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities.

9. Restrictions Upon Disclosure of Confidential Information.

9.1. Protection. Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized

use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

9.2. Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

9.3. Ownership. All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

10. Intellectual Property Indemnity.

10.1. Indemnification of Intellectual Property Infringement Claims. In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims. Customer shall immediately notify Catalis of any such claim. The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis). Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis. Catalis shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same.

10.2. Indemnification by Customer. To the extent permitted by law, Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim
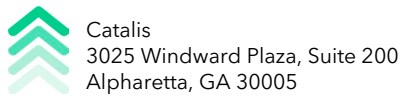
Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

10.3. Remedy. In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to: (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis.

11. Rights in Software, Data and Materials.

11.1. Catalis Ownership. As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis. Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property. Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance.

11.2. Customer Ownership. As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

12. Support and Maintenance Services.

12.1. Scope and Definitions. Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 12.

12.1.a. Critical Defect. An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.

12.1.b. Non-Critical Defect. A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
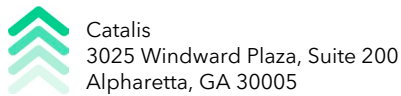
12.1.c. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems. It is not a substitute for training of personnel by Customer.

12.1.d. Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

12.2. Covered Maintenance.

12.2.a. General. Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer's costs necessary to access the Services.

12.2.b. Upgrades. Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation.

12.2.c. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

12.2.d. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Services by Customer; (ii) modifications, repairs, or additions to the Services performed by persons other than Catalis, or damage to Services by Customer's employees or third persons; or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect.

12.2.e. Billable Call Maintenance. Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis.

13. Subscription TERM, Termination AND Expiration.

13.1. Term; Renewal. The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew.

13.2. Termination for Breach. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

13.3. Termination for Non-payment. Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer.

13.4. Effect of Termination. Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables, documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5. Customer Data Portability and Deletion. Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14. Excusable Delays.
Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15 .Limitation of Liability.
IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID OR OWED BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

16. Limitation on Damages.
NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17. Allocation of Risks.
CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

18. Miscellaneous Provisions.

18.1. Mediation. The parties agree to give one another written notice of disputes arising out of this Agreement and will attempt to resolve disputes in a collaborative and cooperative manner in order to achieve mutual agreement through discussion and negotiation, with or without the assistance of a mediator appointed for that purpose. If the parties are unable to resolve their disputes within thirty (30) days of a party delivering written notice of an issue or dispute, the parties may agree to appoint a mutually agreed upon mediator to help them

resolve the dispute, or by mutual agreement appoint an arbitrator to resolve the issue or dispute, but nothing in this Agreement precludes, restricts, inhibits or delays either party from at any time pursuing or enforcing its legal and equitable rights and remedies in any forum.

18.2. Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.3. Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.4. Entire Agreement. This Agreement, together with the Schedules and/or Addendum(s) and Amendment form to which it is attached, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.

18.5. Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.6. Notices. Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.

18.7. Choice of Law; Construction of Agreement. This Agreement will be construed under the laws of the State of Florida, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. Venue shall be in St. Lucie County, Florida. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.8. Further Assurances; Cooperation. Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.9. Non-Solicitation. For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not knowingly solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.

18.10. Independent Contractor Status. It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis if and only if Catalis obtains the prior written consent of Customer.

18.11. Publicity. If and only if Catalis obtains the prior written consent of Customer, Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services.

18.12. No Third-Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

18.13. Survival. The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.

18.14. Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

18.15. Cooperative Procurement. This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible.

Catalis
3025 Windward Plaza, Suite 200
Alpharetta, GA 30005

No.: 006Ph00000Dq5qdIAB
Order Form Date: December 16, 2024

SCHEDULE A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This section provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

Request Management Enterprise

Services Include:

- Call Center
- Service Request (workflows)
- Mapping
- Reporting
- Unlimited Users
- Resident Portal
- Knowledgebase Catalis Academy
- 24/7 Support
- Maintenance
- Hosting
- Upgrades
- Branded App
- Performance Dashboard
- Lucity Integration
- Survey Tool