

**Policy Confluence, Inc.
Services Agreement**

THIS POLCO SERVICES Agreement (the “**Order Form**”) is entered into and made effective as of _____, 2022 (“**Effective Date**”) by and between Policy Confluence, Inc., a Delaware corporation (“**Polco**” or “**Company**”), and the City of Richmond, California (“**Customer**” “**you**” or “**your**”). Polco and Customer may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

Agreement - This is a binding agreement by Customer to purchase Polco’s Services as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “**Enterprise Terms**” found at [\[https://info.polco.us/enterprise-terms\]](https://info.polco.us/enterprise-terms)) and the Website Terms of Use (the “**Website Terms**” found at <https://info.polco.us/eula>) (each a “**Supplement**,” and collectively with this Order Form, the “**Agreement**”).

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information:	
Customer Name:	City of Richmond, California
Address:	450 Civic Center Plaza, Richmond, CA 94804
Contact:	LaShonda White
Phone:	510.620.6828
E-mail:	lashonda_white@ci.richmond.ca.us

Training and Support - Your subscription includes access to the Services and Polco Materials as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy - You acknowledge that you have read and understand Polco’s Privacy Policy (the “**Privacy Policy**” found at <https://info.polco.us/privacy>).

Initial Term Starting: December 20, 2022 **Initial Term Ending:** December 19, 2025 The Initial Term of this Agreement shall be for a period of thirty-six (36) months from the Effective Date, unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

Fees - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

First 12-month term (2022-2023)

Fee Type	Name	Fee
Software Service Subscription	Polco Performance Plan (with The National Community Survey)	\$17,000/ year
Subscription	Expanded outreach	\$5,000/year
Subscription	½ page of custom questions	\$2,800/year
Subscription	Spanish translation of benchmark survey	\$1,350/year
Subscription	The NCS - custom benchmark comparisons	\$2,000/year
Subscription	adding reminder postcards to 4,500 households	\$3,375/year
		Total: \$31,525 / year

Summary of 3 Year Costs

Term	Name	Total Cost*
Year 1: 2022-2023	Polco Performance Plan with add-ons (as outlined above)	\$31,525
Year 2:2023- 2024	Polco Premium - ongoing access to Richmond's profile on Polco, including continuing to build and access subscribers, all benefits of Polco Premium	\$7,500
Year 3:2024-2025	Polco Performance Plan with add-ons	\$32,500
		Total for 36-month term: \$71,525

***Entering into a 36-month purchasing agreement will result in significant cost savings for Richmond. Typical annual increases to pricing are at least 7%. Polco will lock- in a price increase for the next iteration of The National Employee Survey at 3% (2024-2025)**

subscription year) which represents guaranteed savings. Richmond may purchase additional services as needed, Polco will provide additional quotes upon request.

Billing - You will be invoiced upon execution of this Agreement and all Fees for your Initial Term are due within 30 days following the Invoice Date. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice due date.

Fees for Renewal Terms shall be invoiced 60 days in advance of the start date of the Renewal Term, and shall be due by the start date of the Renewal Term. Your Account shall be automatically suspended and inaccessible as of the start date of the Renewal Term if Fees have not been received by such date, and your subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term. There shall be a \$500 (USD) reactivation fee if your account is suspended for late payment.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with data protection laws - Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("**Data Protection Laws**"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Miscellaneous.

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

<u>To Polco:</u> 8001 Terrace Avenue, #201 Middleton, WI 53562 alex@polco.us Alex Pedersen, Chief Financial Officer	<u>To Customer:</u> City of Richmond, CA <u>C/O:</u> LaShonda White Address: 450 Civic Center Plaza, Richmond, CA 94804 Email: lashonda_white@ci.richmond.ca.us
---	---

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

	POLICY CONFLUENCE, INC.
	By: _____ Name: _____ Title: _____

	CUSTOMER: _____
	By: _____ Name: _____ Title: _____ _____