

Master Software as a Service Agreement

This Master Software as a Service Agreement (“Agreement”), dated as of 08/5/2025 (the “Effective Date”) by and between **IntelAgree, LLC**, a Delaware limited liability company with a principal place of business located at 100 E Madison St Suite 300, Tampa, FL 33602 (“IntelAgree”), and **City of Chula Vista**, a chartered municipal corporation with a principal place of business located at 276 Fourth Avenue, Chula Vista, CA 91910 (“Customer”); each a “Party” and, collectively, the “Parties”. All defined terms used and not defined in the body of this Agreement shall have the meanings ascribed thereto in Appendix A, which are incorporated herein by reference.

WHEREAS, IntelAgree makes available its proprietary contract life cycle management solution, marketed and sold under the IntelAgree™ brand, available on a software-as-a-service basis and provides certain related services; and

WHEREAS, Customer is electing to subscribe for access to, and use of, such systems, and to receive certain of said services, in each case, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. IntelAgree Grants.

1.1 Access and Use. IntelAgree hereby grants Customer and its Affiliates a non-exclusive, non-transferable, non-sublicensable right (i) for its and its Affiliate’s, Authorized Users to access and use the IntelAgree Systems and (ii) to receive the Services, in each case during the Term, and solely for Customer’s Internal Business Purposes in accordance with the terms and conditions herein. Customer is responsible for breaches of this Agreement caused by any Authorized Users.

1.2 Service and System Control. IntelAgree has and will retain sole control over the operation, provision, maintenance, and management of the IntelAgree Systems, Services and IntelAgree Materials; and Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the IntelAgree Materials by any Person by or through the Customer Systems or through or by Customer or any Authorized User.

2. Use Restrictions. Customer shall not, and shall not permit any other Person (including any Authorized User) to, access or use the IntelAgree Systems or IntelAgree Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the foregoing, except as otherwise expressly permitted hereunder, Customer shall not, and shall not permit any Person or Authorized User to:

- a) copy, modify, or create derivative works of the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials;
- b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials to any Person, including any time-sharing, service bureau, software as a service, cloud, or other technology;

- c) except to the extent authorized by applicable law, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials;
- d) bypass or breach any security device or protection used by the IntelAgree Systems, including without limitation, the IntelAgree Software or other or IntelAgree Materials or access the IntelAgree Systems, other than by an Authorized User through his or her own then-valid Access Credentials;
- e) input, upload, transmit, or otherwise provide to or through the IntelAgree Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner, the IntelAgree Systems, or IntelAgree's provision of the Services, in whole or in part;
- g) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials;
- h) access or use the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials in any manner or for any purpose that knowingly infringes, misappropriates, or otherwise knowingly violates any Intellectual Property Right knowingly violates any or other right of any third party or that violates any applicable law;
- i) access or use the IntelAgree Systems, including without limitation, the IntelAgree Software or other IntelAgree Materials for purposes of (i) competitive analysis, (ii) the development, provision, or use of a competing software service or product;
- j) access or use the IntelAgree Systems, including without limitation, the IntelAgree Software or IntelAgree Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the IntelAgree Systems or Services could lead to personal injury or physical or property damage;
- k) permit any third party to access, use or make available, or assist any third party in such, the IntelAgree Systems, including without limitation, the IntelAgree Software or IntelAgree Materials; or
- l) otherwise access or use the IntelAgree Systems, including without limitation, the IntelAgree Software or IntelAgree Materials beyond the scope of the authorization granted under Section 1.

3. Customer Obligations.

3.1 In consideration for the grants set forth in Section 1.1 and the provision by IntelAgree of all applicable Services, Customer agrees to pay to IntelAgree the fees set forth in the applicable Order Form (the "Fees"); the initial Order Form is attached hereto as Appendix B. All undisputed Fees and pre-approved expenses shall be due and payable by wire transfer or ACH payment within thirty (30) days from Customer's receipt of the applicable invoice. Any dispute of an amount due hereunder shall be made by Customer, in each case, in good faith and within thirty (30) days of receipt of the applicable invoice.

3.2 Customer shall be solely responsible for any other charges or expenses Customer may incur to access the IntelAgree Systems, including without limitation, telephone and equipment charges, and fees charged to Customer by third party vendors of products and services. Fees and expenses not paid to IntelAgree when due shall be subject to interest thereon, at the rate of one percent (1%) per month, or the highest amount permitted by law, whichever is lower, from the date payment was due until such amount, together with interest thereon, is paid in full.

3.3 If Customer fails to pay Fees and other expenses due hereunder within thirty (30) days following the due date thereof, IntelAgree may give written notice of such failure to Customer and if such amounts are not paid within ten (10) days after Customer's receipt of such notice, IntelAgree may suspend the IntelAgree Support Services.

3.4 All Fees, expenses or other consideration paid to IntelAgree by Customer shall be exclusive of all taxes. Customer shall be responsible for any and all taxes that may be imposed or that IntelAgree may be required to collect or pay (excluding taxes based on income such as unrelated business taxable income, corporate income tax or similar taxes) upon the sale or delivery of items and services provided by IntelAgree to Customer. In the event that Customer is entitled to an exemption from sales tax, and presents appropriate certification of the exemption to IntelAgree, then IntelAgree will not add relevant taxes to the fees billed.

3.5 Customer shall at all times during the Term: (a) set up, maintain, and operate and maintain in good repair and in accordance with the Customer Systems documentation, all Customer Systems on or through which the IntelAgree Systems are accessed or used; (b) provide all cooperation and assistance as IntelAgree may reasonably request to enable IntelAgree to exercise its rights and perform its obligations under and in connection with this Agreement; and (c) comply, and cause Authorized Users to comply, with this Agreement, including each Order Form, all applicable laws, regulations, and rules, and complete all required undertakings, with respect to the use, collection, storage and protection of all Customer Data.

4 Support and Service Levels. During the Term, IntelAgree shall provide to Customer its standard customer support services, including its service level commitments, as set forth in Appendix C (the "IntelAgree Support Services") located here: <https://www.intelagree.com/appendix-c-intelagree-support-services/>.

5 Data Backup. IntelAgree agrees that, during the Term, it shall back up Customer Data in accordance with its then-current policy, which shall, in no event, be less stringent than the terms provided on

Appendix D located here: <https://www.intelagree.com/appendix-d-intelagree-customer-data-backup-procedures/>.

6 Security.

6.1 Data Security and Privacy. IntelAgree shall implement and maintain reasonable administrative, physical, technical and organizational safeguards to protect the confidentiality, availability and integrity of all Customer Data in accordance with the terms of its Security Policy, which may be amended by IntelAgree from time to time in its sole discretion; provided that any such changes shall not materially reduce the administrative, physical, technical and organizational safeguards applicable to Customer Data and if applicable, the safeguards set forth in a Data Protection Agreement signed by the Parties. Further, IntelAgree agrees that it shall collect and use all Personal Information of the Customer (if any) in accordance with the Privacy Policy, which Customer acknowledges it has read and understands, and if applicable, the Data Protection Agreement ("DPA") located here: <https://www.intelagree.com/data-protection-agreement/>. IntelAgree shall at all times maintain SOC II Type II or equivalent compliance.

6.2 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data until such time as the Customer Data is received by IntelAgree; (b) all information, instructions, and materials provided to IntelAgree by or on behalf of Customer or any Authorized User in connection with the IntelAgree Systems or the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the IntelAgree Systems, the Services and IntelAgree Materials by or through the Customer Systems or its or its Authorized Users' Access Credentials. In connection with the foregoing, in the event that Customer discovers any unauthorized access to, or use of, any Access Credentials or the IntelAgree Systems or Customer Data, including through any Access Credentials, Customer shall without undue delay, notify IntelAgree at devops@intelagree.com.

7 Implementation Services. The Parties agree that the terms of this Section 7 shall govern the Implementation Services provided by IntelAgree to Customer pursuant to all Order Forms.

(a) Responsibilities of IntelAgree. IntelAgree agrees to perform, in accordance with the terms and conditions of this Agreement, the Implementation Services and if applicable the Order Form and or the applicable Statement of Work, which Customer may reasonably request from time to time and are agreed in writing by both Parties. The Implementation Services shall include the provision by IntelAgree of all personnel, equipment, facilities and supplies necessary to perform such Implementation Services. All Implementation Service will be performed by appropriately trained and qualified personnel using reasonable skill and diligence. Customer's sole remedy and IntelAgree's exclusive obligation in the event of a breach of the foregoing warranty shall be for IntelAgree to re-perform the nonconforming work; provided, that, IntelAgree shall have received written notice of the Implementation Services that Customer claims does not conform to the foregoing warranty within five (5) days of the date on which such Implementations Services were completed. Implementation Services will be considered complete with five (5) days of notice by IntelAgree of such completion unless Customer provides written notice of non-conformity(ies). EXCEPT AS SET FORTH IN THIS SECTION 7, INTELAGREE DOES NOT MAKE ANY GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO QUALITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT,

PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE IMPLEMENTATION SERVICES.

(b) Responsibilities of Customer. Customer agrees to reasonably cooperate with IntelAgree to the extent necessary for IntelAgree to timely perform the Implementation Services. Such cooperation shall include, but not be limited to, the items set forth on the applicable Order Form or Statement of Work. Customer shall also provide IntelAgree with access to Customer's personnel during normal business hours.

(c) Intellectual Property Rights.

i. IntelAgree shall at all times be considered the owner of all IntelAgree Confidential Information including but not limited to software methodologies, development tools, software programs, routines, user-interface conventions, document templates, workflow models, pricing models, staffing models and content which IntelAgree developed or used prior to, or in the performance of the Implementation Services, including all IntelAgree Materials ("IntelAgree Background Materials"), and shall retain all patent, copyright, trademark, trade secret and other Intellectual Property Rights therein. In consideration of, and effective upon, IntelAgree's receipt of all payments required by the applicable Order Form, IntelAgree hereby grants Customer a non-exclusive, non-transferable license, without the right to sublicense, to use, copy, operate and process the IntelAgree Background Materials solely for its Internal Business Purposes for the Term of the applicable Order Form(s). Customer agrees that IntelAgree Background Materials represent Confidential Information of IntelAgree.

ii. IntelAgree shall be free to use for any purpose the Residuals resulting from its work on the Implementation Services. The term "Residuals" means information in intangible form, which may be retained by persons working on the Implementation Services, including ideas, concepts, know-how, techniques, inventions, discoveries, improvements, and other information relating generally to software system design or development and which do not contain any Confidential Information of Customer.

(d) Extensions. In the event IntelAgree is delayed by any act or omission of the Customer (including but not limited to the failure of Customer to complete any task set forth on an Order Form or Statement of Work), then for each day of extension caused by such delay, IntelAgree shall be entitled to a one-day extension of the time for IntelAgree's performance.

8 Confidentiality. Both Parties agree that all items of Confidential Information are proprietary to the Party and will remain the sole property of the disclosing Party. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described in this Agreement; (b) that such Party will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, who have a need to have access and who have agreed in writing to treat such Confidential Information in accordance with the terms of this Agreement; and (d) to the extent practicable, return or destroy, all Confidential Information of the other Party. The Parties agree that breach of this Section 8 would cause disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the disclosing Party will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security. Notwithstanding anything else in this Agreement, IntelAgree understands and acknowledges

that Customer is a California public agency subject to certain public disclosure laws, including the California Public Records Act. The parties agree that Customer's disclosure of documents as required by such laws is in Customer's sole discretion and does not constitute a breach of this Agreement.

9 Intellectual Property Rights.

9.1 Reservation of Rights. Except as expressly granted herein, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to, the IntelAgree Systems, the Services, IntelAgree Materials, or Third-Party Materials. All right, title, and interest in and to the IntelAgree Systems, the Services, the IntelAgree Materials, and the Third-Party Materials are and will remain with IntelAgree and the respective rights holders in the Third-Party Materials.

9.2 Third-Party Materials; Feedback.

9.2.1 Third-Party Materials are subject to their own terms and conditions, however, IntelAgree remains responsible for all of its obligations under this Agreement and for any breach of this Agreement by any subprocessor.

9.2.2 If Customer or any of its employees or contractors provides or transmits any suggestions, feedback, communications or materials to IntelAgree by mail, email, telephone, or otherwise, suggesting or recommending changes to the IntelAgree Materials, IntelAgree System, Services or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), IntelAgree is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to IntelAgree, and on behalf of Customer and its employees, contractors and/or agents, all right, title, and interest in, and IntelAgree is free to use, without any attribution or compensation to any Party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, although IntelAgree is not required to use any Feedback.

9.3 Customer Data and Resultant Data.

9.3.1 Customer hereby grants to IntelAgree a non-exclusive, royalty-free, sublicensable, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for IntelAgree (i) to provide the IntelAgree Systems and the Services in accordance with the terms of this Agreement and (ii) for its internal purposes in order to improve and optimize the performance of the IntelAgree Systems.

9.3.2 Additionally, IntelAgree may analyze Customer's use of the IntelAgree Systems and the Services and collect and compile Resultant Data. Upon creation, IntelAgree shall be deemed to own all right, title, and interest in and to all Resultant Data, and all Intellectual Property Rights therein. Customer agrees that IntelAgree may use Resultant Data to the extent and in the manner permitted under applicable law.

10 Representations and Warranties.

10.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full corporate power and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; and (c) this Agreement is a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms and does not conflict with or violate any other agreement to which it is bound. Further, each Party shall comply with all applicable law in connection with performance of its respective obligations hereunder.

10.2 IntelAgree Systems Limited Warranty. IntelAgree represents and warrants that the IntelAgree Systems will perform in substantial conformance with the Documentation, except for de minimis non-conformities that do not interfere with the day-to-day operation of the IntelAgree Systems. Customer acknowledges and agrees that, as with any data-driven software, certain defects or issues that may manifest themselves in the IntelAgree Systems are, in fact, due to defective, corrupted, or bad quality Customer Data. The aforementioned warranty is only valid to the extent that the Customer Data is free from defects or issues. If there is a breach of the warranty in this Section 10.2, IntelAgree shall, at its election, within thirty (30) days from the date Customer notifies IntelAgree in writing of the defect or non-conformance in the IntelAgree Systems (i) correct the defect or nonconformance in the IntelAgree Systems so that it operates in conformance with such warranty; (ii) replace any defective or non-conforming component of the IntelAgree Systems so that is free of defects or performs in conformance with such warranty; or (iii) in the event that IntelAgree reasonably determines that neither of the foregoing is practicable, terminate this Agreement and refund all pre-paid and unearned Fees Customer has paid to IntelAgree as of the effective date of termination. The foregoing are Customer's sole remedies and IntelAgree's exclusive obligations in connection any defect in, or non-conformance of, the IntelAgree Systems during the Term. IntelAgree reserves the right, in its sole discretion, to make any changes to the IntelAgree Systems that it deems necessary or useful; provided, that any such changes will not materially degrade or reduce the functionality or performance of the IntelAgree Systems.

10.3 Warranty Exclusions. The IntelAgree warranties in this Section 10 will not apply if; a) the IntelAgree Software Service is not used in accordance with this Agreement or the Documentation, b) any non-conformity is caused by Customer, or by any product or service not provided by IntelAgree, or c) the IntelAgree Software or Implementation Services were provided for no fee.

10.4 Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to IntelAgree that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by IntelAgree and Processed in accordance with this Agreement, such Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third Party or violate any applicable law.

10.5 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL SERVICES, INTELAGREE MATERIALS, AND THIRD-PARTY MATERIALS ARE PROVIDED “AS IS.” INTELAGREE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTELAGREE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR INTELAGREE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11 Indemnification.

11.1 IntelAgree Indemnification. IntelAgree shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns (each, a “Customer Indemnitee”) from and against any Losses incurred by such Customer Indemnitee arising out of any Action by a third party claim that the IntelAgree Systems infringes upon or violates the Intellectual Property Rights of such third party. In the event that the IntelAgree Systems become, or in IntelAgree’s opinion are likely to become, the subject of a claim of Intellectual Property Right infringement or violation, IntelAgree may, at its option and expense, either: (A) procure for Customer the right to continue using the IntelAgree Systems, (B) replace or modify the IntelAgree Systems so that it becomes non-infringing without loss of material functionality; or in the event that IntelAgree determines that neither of the foregoing is reasonably practicable, (C) terminate this Agreement and grant to Customer a pro-rata refund of any unearned prepaid fees. Notwithstanding anything herein to the contrary, IntelAgree shall have no obligation or liability to Customer under this Section 11.1 to the extent any otherwise covered Action is based upon: (1) use of the IntelAgree Systems by Customer in a manner other than that for which it was furnished by IntelAgree; (2) use of the IntelAgree Systems if it has been modified by or for Customer (other than by IntelAgree or its agents or with IntelAgree’s prior written approval) in such a way as to cause it to become infringing; (3) use of the IntelAgree Systems by Customer in conjunction with systems, products or components not furnished by IntelAgree; or (4) use of the IntelAgree Systems for no fee. The provisions of this Section 11.1 set forth IntelAgree’s exclusive liability, and Customer’s sole remedy for infringement or other violation of the Intellectual Property Rights of any third party.

11.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless IntelAgree and its affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a “IntelAgree Indemnitee”) from and against any Losses incurred by such IntelAgree Indemnitee arising out of any Action by a third party claim: (a) that any Customer Data violates or infringes on the rights of any third party, (b) that is related to Customer Data, or (c) related to any materials or information provided by or on behalf of Customer or any Authorized User, including IntelAgree’s

compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User.

11.3 Indemnification Procedure. Each Party's indemnification obligations are conditioned on the indemnified Party (a) promptly giving written notice of the claim to the indemnifying Party (except that any delay in providing of such notice shall only relieve the indemnifying Party of its obligations hereunder to the extent that it is prejudiced thereby); (b) giving the indemnifying Party sole control of the defense and settlement of the claim, except that the indemnifying Party may not settle any claims unless it unconditionally releases the indemnified Party of all liability; and (c) providing necessary information and reasonable assistance in connection with the claim, at indemnifying Party's request and expense.

11.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against Customer unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by the Customer in the implementation of same, are incorporated herein by this reference. Upon request by Customer, IntelAgree shall meet and confer in good faith with Customer for the purpose of resolving any dispute over the terms of this Agreement.

12 Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. EXCEPT FOR (A) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION PURSUANT TO SECTION 8 OR (B) CUSTOMER'S MISAPPROPRIATION OF INTELAGREE INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE APPLICABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 CAPS ON MONETARY LIABILITY.

12.2.1 SUBJECT TO SECTION 12.2.2, EXCEPT FOR (A) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION PURSUANT TO SECTION 8, (B) CUSTOMER'S MISAPPROPRIATION OF INTELAGREE INTELLECTUAL PROPERTY, OR (C) EACH PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 11 ABOVE, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO INTELAGREE

UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.2.2 NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE DATA PROTECTION AGREEMENT BY AND BETWEEN THE PARTIES (THE “DPA”) TO THE CONTRARY, INTELAGREE’S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT OR THE DPA RESULTING IN A PERSONAL DATA BREACH (AS DEFINED IN THE DPA OR BAA) CAUSED SOLELY BY INTELAGREE’S FAILURE TO COMPLY WITH ITS SECURITY OBLIGATIONS IN THIS AGREEMENT, THE DPA, OR THE BAA RESULTING IN THE UNAUTHORIZED ACCESS TO OR ACQUISITION OF REGULATED DATA SHALL NOT EXCEED THE GREATER OF: (I) TWO (2) TIMES THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO INTELAGREE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED THOUSAND DOLLARS (\$100,000). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3 **IntelAgree Reimbursement of Certain Personal Data Breaches.** In the event that any unauthorized access to or acquisition of Regulated Data is caused by IntelAgree’s breach its obligations under this Agreement or the DPA, IntelAgree shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) providing notification of the breach to applicable government agencies, to the media and to individuals whose Regulated Data was included in the Personal Data Breach, (b) if and to the extent required by applicable law, providing credit monitoring service to individuals whose Regulated Data was included in the Personal Data Breach for such individuals who elected such credit monitoring service, and (c) if and to the extent required by applicable law, for a period required by applicable law, operating a call center to respond to questions from individuals regarding the Personal Data Breach. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, INTELAGREE SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION TO THE EXTENT THEY ARE DUE TO MISCONDUCT, NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

13 Term, Termination and Suspension.

13.1 **Term.** The initial term of this Agreement commences on the Effective Date and, unless terminated earlier as permitted herein, will continue in effect until thirty-six (36) months from the Start Date on the applicable Order Form (the “Initial Term”) and will automatically renew for additional successive thirty-six (36) months terms unless earlier terminated pursuant to this Section 13 or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “Renewal Term” and, collectively, together with the Initial Term, the “Term”). Notwithstanding the foregoing, if upon such expiration, there are any Order Forms then outstanding, the expiration date and the Term of this Agreement will be extended for the period of time necessary to complete the Services provided under such Order Form. IntelAgree may increase fees at the beginning of each Renewal Term. This increase will

not exceed 9.3% ("Renewal Price Cap") for like and comparable services and scope. Not raising fees is not a waiver of IntelAgree's right to do so. If the Renewal Term is less than the Initial Term, then the applicable Annual IntelAgree Systems Subscription Fee for the Renewal Term will be the List Price provided in the Recurring Fees table of the Initial Order Form (Section 1 of Appendix B) subject to any Renewal Price Cap if applicable.

13.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement: (a) IntelAgree may terminate this Agreement or any Order Form, effective on written notice to Customer if Customer fails to pay any amount when due, and such failure continues more than ten (10) days after IntelAgree's delivery of written notice thereof; and (b) either Party may terminate this Agreement or any applicable Order Form with prior written notice if the other Party materially breaches this Agreement or an Order Form, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

13.3 Suspension of Services. IntelAgree may suspend Customer's, any Authorized User's, or any other Person's access to the IntelAgree Systems and IntelAgree Support Services without any liability, solely if: (a) IntelAgree receives any governmental request or order directing IntelAgree to do so; or (b) IntelAgree reasonably believes, in its sole discretion, that: (i) there has been fraud, deception, any non-compliance with applicable law, this Agreement or the Documentation; (ii) IntelAgree's provision of the IntelAgree Systems or Services to Customer or any Authorized User is prohibited by applicable law; or (iii) any failure by Customer to pay amounts due to IntelAgree. This Section shall not limit any of IntelAgree's other rights or remedies, whether at law, in equity, or under this Agreement. IntelAgree will have no liability for any damage, liabilities, or losses that Customer or any Authorized User may incur as a result of IntelAgree's suspension of access to our use of the IntelAgree Systems or Services pursuant to this Section 13.3.

13.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

13.4.1 IntelAgree shall, upon receipt of written request within thirty (30) days of termination, provide Customer access to a copy of all contracts, for all versions stored in the IntelAgree Systems, for both .pdf and .docx, via Citrix Sharefile or then applicable method, along with an excel spreadsheet of all database level attributes (the "Returned Materials"), , and within thirty (30) days of termination or expiration, or at Customer's request, destroy, all documents containing Customer Data or Customer's Confidential Information; and confirm to Customer in a signed written instrument that it has complied with the requirements of this Section 13.4.1. If applicable, IntelAgree will overnight the Returned Materials to the following address/contact person:

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
Attn: Victor De La Cruz

13.4.2 all rights and licenses granted by IntelAgree will immediately terminate and Customer and Authorized Users shall cease all use of any Services or IntelAgree Materials and promptly return to IntelAgree or, at IntelAgree's written request, destroy all documents containing or based on any IntelAgree Materials or IntelAgree's Confidential Information, and permanently erase all IntelAgree Materials and IntelAgree's Confidential Information from all systems Customer directly or indirectly controls; and certify to IntelAgree in a signed written instrument that it has complied with the requirements of this Section 13.4.2;

13.4.3 notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: IntelAgree may retain such information and materials (including Customer Data) (i) so long as there are any amounts due from Customer hereunder and solely to the extent and for so long as allowed under applicable law, (ii) as permitted by applicable law, and (iii) in its backups, archives, and disaster recovery systems until such information or materials are deleted in the ordinary course; provided that, all information and materials described in this Section 13.4.3 will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

13.4.4 if Customer terminates this Agreement pursuant to Section 13.2(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and IntelAgree will refund to Customer any Fees paid in advance for the IntelAgree Systems or Services that IntelAgree has not performed as of the effective date of termination; and

13.4.5 if IntelAgree terminates this Agreement pursuant to Section 13.2, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with any other amounts due to IntelAgree.

13.5 Surviving Terms. The following sections will survive any expiration or termination of this Agreement: Sections 2, 3, 7, 8, 9.3.2, 10, 11, 12, 13 and 14.

14 Miscellaneous.

14.1 Insurance. During the term of this Agreement, IntelAgree will maintain, at its sole expense, the following insurance and minimum limits: (i) commercial general liability insurance limits of US\$1,000,000 per occurrence for personal injury and/or property damage (including Automobile Liability); (ii) Employers Liability insurance with minimum limits of US\$1,000,000 per occurrence; and (iii) statutory limits for any claims under any applicable workers compensation laws or other similar laws or regulations that are applicable to acts of IntelAgree and/or its agents, employees, or subcontractors under this Agreement. IntelAgree will maintain professional liability, errors, and/or omissions liability insurance coverage for such liability with policy limits of not less than US\$1,000,000, claims made. IntelAgree shall also maintain a coverage for cyber liability with policy limits of not less than \$5,000,000 claims made. Upon Customer's request, IntelAgree shall provide Customer with a certificate of insurance evidencing such insurance coverages. Insurance provisions under this section shall not be construed to limit IntelAgree's obligations under this Agreement, including indemnity.

- 14.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 14.3 Export Regulation; U.S. Government Rights. The Service and any of its derivatives may be subject to export laws and regulations of the United States and other jurisdictions. The Parties each represent that it is not named on any U.S. government denied-party list. You will not permit any Authorized User to use the Services or IntelAgree Materials in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- 14.4 Entire Agreement; Amendment; Waiver. This Agreement, including all Appendices and Exhibits, and any confidentiality or ancillary agreement incorporated herein by reference that has been executed by the Parties, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.5 Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement: provided, that either Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case, in connection with a sale of all or substantially all of the assets of the business to which this Agreement relates, or in connection with a sale of the applicable Party, whether by change of control, merger or otherwise, without the other Party's prior written consent and solely upon reasonable notice of such assignment or transfer. No such assignment, delegation, or transfer will relieve the applicable Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 14.6 Force Majeure. In no event shall IntelAgree be liable to Customer for any failure or delay in performing its obligations herein, if and to the extent such failure or delay is caused by any circumstances beyond IntelAgree's reasonable control (a "Force Majeure Event").
- 14.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 14.8 Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

14.9 Governing Law; Submission to Jurisdiction. This Agreement will be governed solely by the law of the State of Florida without regard to its conflicts of law principles. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts of Tampa, Florida.

14.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.11 Equitable Relief. In the event of a breach or threatened breach of (i) the license granted to Customer or prohibited uses of the IntelAgree Systems or Services or (ii) either Party's confidentiality obligations, the applicable Party will be entitled to seek equitable relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity.

14.12 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

IN WITNESS WHEREOF, each Party, by its duly authorized representative, has executed and delivered this Agreement as of the Effective Date.

IntelAgree, LLC

Customer: City of Chula Vista

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 202_

DATE: _____, 202_

Appendix A

Definitions.

“Access Credentials” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the IntelAgree Systems.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“Affiliate” means any legal entity in which Customer or IntelAgree, directly or indirectly, holds more than 50% of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

“Authorized User” means only those of Customer’s or its Affiliates’ employees, consultants, contractors, and agents who are authorized by Customer to access and use the IntelAgree Systems and use the Services under the rights granted to Customer pursuant to this Agreement.

Authorized User Types

“Super/Power User” means an administrator who can manage users, permissions, set up and edit workflows, manage clause and template library. In addition, Super Users can create custom contracts using template and clause library, redline contracts and negotiate with counterparties, participate in contract workflows, create and run reports, upload and download documents, initiate contract workflow, search contracts, and documents, view signed contracts and reports, request and view the status of a contract, and approve and sign contracts.

“Business User” means a user who can participate in contract workflows, create and run reports, upload and download documents, initiate contract workflow, search contracts and documents, view signed contracts and reports, request and view the status of a contract, and approve and sign contracts.

“Request User” means a user who can initiate contract request workflows, search contracts and documents, view signed contracts and reports and view the status of a contract.

“Read Only User” means a user who can search contracts and documents, view signed contracts and reports and view the status of a contract.

“Confidential Information” means information disclosed by one of the Parties to the other in a tangible form and marked “Confidential” or with words of similar import, or under circumstances by which recipient should reasonably understand such information is to be treated as confidential, whether or not marked “Confidential” or otherwise, including without limitation (a) Customer Data; and (b) any technology incorporated into or used by the Services or IntelAgree Materials. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in recipient’s possession at the time of disclosure; (ii) is independently developed by recipient without use of, reliance on or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of recipient’s improper action or inaction; or (iv) is approved for release in writing by the disclosing Party

or; (v) is required to be disclosed to a governmental agency or other third party under operation of law, regulation, or court order, provided that the receiving Party (to the extent legally permitted) promptly notifies the disclosing Party in writing of any such disclosure obligation promptly upon its receipt, and in any event prior to making any disclosure pursuant thereto, and provides such assistance, at the disclosing Party's expense, in seeking a protective order or other appropriate relief as the disclosing Party may reasonably request.

"Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access to, or use of, the Services by or on behalf of Customer or any Authorized User.

"Customer Systems" means any information technology infrastructure, computers, software, databases, electronic systems, and networks, whether operated by Customer directly or through the use of third-party services.

"Documentation" means any manuals, instructions, or other documents or materials that IntelAgree provides or makes generally available to Customers in any form or medium and which describe the functionality, components, features, specifications or requirements of the Services or IntelAgree Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"GenAI Features" are also referred to as Saige Assist, and mean the IntelAgree Software described on the applicable Order Form and subject to the terms and conditions set forth in Appendix E the "IntelAgree Saige Assist Features Terms and Conditions" located here: <https://www.intelagree.com/appendix-e-intelagree-saige-assist-features-terms-and-conditions>.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code. Harmful Code does not include any IntelAgree Disabling Device.

"Implementation Services" means the implementation, analysis, connection, development or other services for which Customer and IntelAgree either (i) have contracted as of the Effective Date (including the initial Implementation Services pursuant to the initial Order Form or (ii) may contract pursuant to a future Order Form.

"IntelAgree Disabling Device" means any software, hardware, or other technology, device, or means used by IntelAgree or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of IntelAgree or its designee.

"IntelAgree Materials" means the IntelAgree Systems, IntelAgree Software, Documentation and other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by IntelAgree in connection with the provision of the IntelAgree Systems and performance of the Services, or otherwise comprise or relate to the IntelAgree Systems or Services. IntelAgree Materials includes Resultant Data and any information derived from IntelAgree's monitoring of Customer's access to or use of the IntelAgree Systems but does not include any Customer Data.

“IntelAgree Software” means IntelAgree’s proprietary contract life cycle management solution, as described in the Documentation, together with all Third-Party Materials.

“IntelAgree Systems” means the information technology infrastructure used by or on behalf of IntelAgree to provide Customer access to the IntelAgree Software, including all computers, software, hardware, databases, electronic systems, and networks, whether operated directly by IntelAgree or through the use of third-party service providers.

“Intellectual Property Rights” means any registered and unregistered rights, now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws, and all similar forms of rights or protection, in any part of the world.

“Internal Business Purposes” means to allow Authorized Users to access and use the IntelAgree Systems for purposes of managing the Customer’s contract lifecycle, including but not limited to storing, processing, analyzing and executing its contracts.

“Losses” means losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder.

“Order Form” means the document, in the form of Appendix B attached hereto, that is the template for all Services to be ordered by Customer.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Personal Information” means Customer Data that: (i) directly or indirectly identifies an individual; or (ii) can be used to authenticate an individual. Customer’s business contact information is not by itself Personal Information.

“Privacy Policy” means IntelAgree’s Privacy Policy available at: <https://www.intelagree.com/privacy-policy>.

“Process” means, with respect to the IntelAgree Systems, any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Regulated Data” means any of the following Customer Data that is Processed on the IntelAgree Systems: (i) Personal Data as defined pursuant to the General Data Protection Regulation (EU) 2016/679, and (ii) Personally Identifiable Information or Personal Data (as defined under applicable state data breach notification laws).

“Resultant Data” means Customer Data that is aggregated and de-identified by or on behalf of IntelAgree in such a manner so as to not identify Customer or Customer’s Confidential Information.

“Security Policy” means IntelAgree’s Security Policy available at: <https://www.intelagree.com/security-policy>.

“Services” means the IntelAgree Support Services, Implementation Services and any other services described in an Order Form or as otherwise agreed in writing by the Parties.

“Start Date” means the date on the applicable Order Form on which IntelAgree will begin billing the Customer.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the IntelAgree Systems that are not proprietary to IntelAgree and that are licensed directly to Customer.

Appendix B Initial Order Form

Billing – Annual Recurring Fees will be billed according to the frequency outlined below beginning 09/30/2025 the “Start Date.” Professional Services fees will be billed according to the frequency outlined below beginning upon the Start Date. All invoices will be addressed to the following. All such fees will be due according to the terms of Section 3.1 of the Agreement.

Billing Contact: Victor De La Cruz

Billing Email Address: vdelacruz@chulavista.gov

Billing Mailing Address: 276 Fourth Avenue

1. Recurring Fees.

IntelAgree Systems Subscription	Billing Frequency	Customer’s No. of Users	Rate Per User	Total Fee
Annual IntelAgree Systems Subscription Fee – List Price	Annual	List Price	Annual IntelAgree Systems Subscription Fee – List Price	\$50,000
Super/Power Users	Annual	10	\$1,000.00	\$10,000
Business Users	Annual	125	\$500.00	\$62,500
Request Users	Annual	75	\$250.00	\$18,750
Read-Only Users	Annual	50	\$175.00	\$8,750
Saige Assist: Basic	Annual	N/A		\$10,000
Saige Assist: Chat	Annual	N/A		\$10,000
Saige Assist: Negotiation	Annual	N/A		\$12,495
Saige Assist: Data Extraction	Annual	N/A		\$12,495
Discount*	Annual	N/A		(\$44,990)
Total Annual Fees				\$150,000

*IntelAgree is including the Saige assist suite as part of the original configuration resulting in a \$44,990 price incentive (“Discount”). This Discount contingent on signing MSA by August data return.

Platform Inclusions - The Annual IntelAgree Systems Subscription Fee includes the following:

- Up to 260 Authorized Users (as defined in Appendix A)
- Unlimited hosting/storage
- Unlimited e-signatures
- Unlimited contracts & templates
- Standard machine learning models (100+)

- Unlimited Custom attributes
- Unlimited Workflows
- Pre-built Chrome extension, Word Add-in, and Outlook Add-in
- Support Services (as defined in Appendix C)
- Access to self-help training resources
- Bi-quarterly product updates
- Integration with DocuSign available for an additional \$4,995 annual fee and can be added at any point in time during the Initial Term for this annual fee and a one-time fee of \$2,995.
- Saige Assist Modules will include features in each module that are released by IntelAgree as of the Effective Date as well as features in each module released going forward.

Saige Assist: Basic, Saige Assist: Chat, Saige Assist: Negotiation, Saige Assist: Data Extraction

Optional additional Authorized Users -

- Super/Power User: \$1,000.00 per user per year
- Business User: \$500.00 per user per year
- Request User: \$250.00 per user per year
- Read-Only User: \$175.00 per user per year

Additional Authorized Users above the quantities in the Recurring Fees table above will be charged prospectively on a quarterly basis and reductions in Authorized Users can only be implemented at the beginning of a Renewal Term.

Implementation Management – Will be performed by Elevate and not subject to this MSA.

Migration Management - Will be performed by Elevate and not subject to this MSA.