

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Contractor's Name National Research Center

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services** Conduct two National Citizen Surveys and two National Employee Surveys

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$64,710
(§3) **Contract Beginning Date:** 3/1/2020 **Contract Termination Date:** 6/1/2025
(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Business Rated	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(§8)	Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9)	Errors and Omissions (\$1,000,000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) **Contractor:** National Research Center
2955 Valmont Rd #300,
Boulder, CO 80301

County of Nevada:
County Executive Office
950 Maidu Ave
Nevada City, CA 95959

Contact Person: Jade Arocha
(303) 226-6987
e-mail: jade@n-r-c.com

Contact Person: Taylor Wolfe
(530) 265-7020
e-mail: taylor.wolfe@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation: _____ Calif., Other, _____ LLC, _____ Non-profit
Partnership: _____ Calif., _____ Other, _____ LLP, _____ Limited
Person: _____ Individ., _____ Db, _____ Ass'n, _____ Other

EDD: Independent Contractor Worksheet Required: _____ Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name: Jade Arocha
Title: Senior Research Analyst

Honorable Heidi Hall
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES
(Provided By Contractor)

SCHEDULE OF SERVICES

The NCS™ (2020 and 2022)

Timeline for The National Community Survey™



Item	Date
Preparing for the Survey	
⊕ The NCS survey process is initiated upon receipt of your first payment and signed Terms of Use	Apr 10
← NRC emails you information to customize The NCS	Apr 10
→ Due to NRC: Selection of add-on options	Apr 24
→ Due to NRC: Drafts of the optional custom questions to be included in the survey	Apr 24
→ Due to NRC: Zip code information and GIS boundary data	May 1
→ Due to NRC: Additional payment for add-on options	May 1
⊕ NRC finalizes the survey instrument and mailing materials and sends .pdf samples for your records	May 15
⊕ NRC generates the sample of households in your community	May 1 to May 15
⊕ NRC prints materials and prepares mailings	May 22
→ Due to NRC: Selection of custom benchmark profile(s) (if custom benchmark add-on selected)	May 22
Conducting the survey	
⊕ Survey materials are mailed	May 29 to Jun 12
⊕ Prenotification postcards sent	May 29
⊕ 1st wave of surveys sent	Jun 5
⊕ 2nd wave of surveys sent	Jun 12
→ Opt-in web survey link posted on your website (source link provided to you by NRC)	Jul 3
⊕ Data collection: surveys received and processed for your community	Jun 5 to Jul 17
During this time, you will receive postcards that were undeliverable due to bad addresses, or vacant housing units. This is normal. Please count all the postcards, as we will subtract the number of returned postcards from the total number mailed to estimate the number of "eligible" households in calculating the final response rate.	
→ Due to NRC: Final count of returned postcards	Jul 17
⊕ Survey analysis and report writing	Jul 17 to Aug 14
During this time, NRC will process the surveys, perform the data analysis, and produce a draft report for your community. The report of results will contain a description of the methodology, information on understanding the results, and graphs and tables of your results, as well as a description of NRC's database of normative data from across the U.S. and actual comparisons to your results, where appropriate.	
← NRC emails draft report (in PDF format) to you along with invoice for balance due on The NCS Basic Service and any additional add-on options	Aug 14
→ Due to NRC: community feedback on the draft report (most final reports are identical to the draft reports, except being labeled as final instead of draft)	Aug 21
← NRC emails final report to you	Aug 28

Legend

← Indicates when items from NRC are due to you → Indicates when items from you are due to NRC ⊕ Indicates information items

Timeline for The National Employee Survey™

<u>Task</u>	<u>Date</u>
NRC emails The NES™ Welcome Packet to Nevada County	week 1
Nevada County reviews the Welcome Packet and sends the necessary information to NRC.....	week 2
NRC emails email messages to Nevada County for their records	week 2
Nevada County updates IT Department on upcoming survey and email messages	week 2
Nevada County sends list of employee email address files to NRC.....	week 2
NRC emails Nevada County their version of The NES™.....	week 2
NRC programs survey.....	week 3
Nevada County creates and sends communications for all employees about The NES.....	week 3
NRC sends 1st reminder email to employees with Nevada County email addresses	week 5
NRC sends 2nd reminder email to employees with Nevada County email addresses	week 6
Data collection	through week 7
Data analysis and reporting	through week 10
Draft report emailed to Nevada County	week 10
Drafts of any deliverables for add-on services (e.g., crosstabulations, department reports, presentation materials, etc.) sent to Nevada County.....	weeks 11-12

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit "A"**, above. Payments shall be due thirty (30) after receipt by County in order to allow adequate time for the auditor to prepare a warrant.

Payment Schedule (pending renewal)

Subscription Payments and Pricing for The NCS and The NCS from 2020 through 2025.

	<u>Feb 2020</u>	<u>Sept 2021</u>	<u>Feb 2023</u>	<u>Sept 2024</u>
Cost smoothing option	\$16,177.50	\$16,177.50	\$16,177.50	\$16,177.50

Feature and Services

Feature or Service	Cost	Frequency	Notes
The National Community Survey* <ul style="list-style-type: none"> • Sample size: 2,000 	\$23,430	Every 3 years (April 2020, April 2023)	Includes: -NCS Basic Service (includes mailing to 1,700 households): \$15,690 -Expanded sample size (+300; 2,000 total): \$1,370 -Geographic subgroup comparisons: \$910 -Demographic subgroup comparisons: \$910 -Additional customization fee: \$910 -Additional crosstabulation: \$455 -6th page of questions: \$2,940 Return surveys on disc/USB: \$245
The National Employee Survey*	\$8,925	Every 3 years (September 2021, September 2024)	Includes: - NES Basic Service: \$6,500 -Demographic Subgroup Comparison Report: \$950 -Employment Subgroup Comparison Report: \$950 -One unit of survey customization: \$525 -Total cost of project: \$8,925
Polco core features <ul style="list-style-type: none"> • 3 Demographic breakdowns • Map analytics 	included	Ongoing	

Full value for 24 month period	\$32,355		
---------------------------------------	-----------------	--	--

*Reflects 10% discount for ICMA members, NLC members, and repeat clients

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

1. Definitions.

“**Authorized User**” means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

“**Customer Data**” means, information, data and other content, other than Resultant Data 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 or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

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

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

“**Polco Materials**” means any and all 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 Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content. “**Processing**” and “**Processed**” have correlative meanings.

“**Representatives**” means, with respect to a party, that party’s and its affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

“**Resultant Data**” means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

Services. The Company offers a variety of and products and services accessible through the Company’s website <https://polco.us> (the “**Website**”) free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the “**Free Content and Services**”). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the “**Custom Services**,”

together with Free Content and Services, the “**Services**”). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco’s reasonable control, including Customer’s or any Authorized User’s use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer’s or any Authorized Users’ access to or use of the Services as permitted by this Agreement or the Terms of Use.

Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the operation, provision, maintenance, and management of the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer’s internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco’s services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

Suspension or Termination of Services. Polco may suspend, terminate or otherwise deny Customer’s or any Authorized User’s access to or use of all or any part of the Services or Polco Materials if: (a) Polco believes, in its sole discretion, that Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services or Polco Materials beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (b) this Agreement expires or is terminated. This **Section 2.4** does not limit any of Polco’s other rights or remedies, whether at law, in equity or under this Agreement.

Applicability of Additional Agreements. As a user of Company’s Website, Customer is subject to the Terms of Use and the Privacy Policy as are in effect from time to time. In the event of any conflict between this Agreement, the Terms of Use and Privacy Policy, this Agreement shall first govern, followed by the Terms of Use and the Privacy Policy.

3. Authorization and Customer Restrictions.

Authorization. Subject to and conditioned on Customer’s payment of the fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- a. copy, modify or create derivative works or improvements of the Services or Polco Materials;

- b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- c. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- d. bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- e. damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- f. access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- g. access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- h. otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1**.

Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

Fees. Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the payment schedules set forth on **Schedule A**. To the extent Fees are not set forth on **Schedule A**, Polco may, in its sole discretion, modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable **Schedule A** will be deemed amended accordingly.

Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

Late Payment. If Customer fails to make any payment when due, then a 1.5% charge per month (or the applicable amount allowed by law, whichever is less) shall be assessed on any amount past due. Furthermore, should Customer fail to settle amounts past due within thirty (30) days of Customer's invoice receipt, Polco may, without notice, (i) suspend performance of the Services until all past due amounts and interest thereon have been paid, or (ii) terminate this Agreement. Customer shall reimburse Polco for all costs in collecting any late payments or interest, including actual attorneys' fees, court costs and collection agency fees.

No Deductions or Setoffs. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5. **Intellectual Property Rights.**

Ownership of Services and Polco Materials. All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. **Confidentiality.**

Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, but not limited to, information relating to the Disclosing Party's technology, software, code, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco and the financial terms of this Agreement are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Both parties agree that all Feedback is and

shall be given entirely voluntarily. Feedback, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for Polco. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. **Term and Termination.**

Term. The initial term of this Agreement shall be for a period of xxtwelve (12) months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), 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.

Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- a. Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);
- b. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or
- c. either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

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

- a. all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;
- b. Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's

Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;

c. Polco may disable all Customer and Authorized User access to the Services; and

d. if Polco terminates this Agreement pursuant to **Section 7.2**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable.

Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

Representations and Warranties. Customer represents and warrants to Polco that it has the full right, 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 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 Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'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. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

Indemnification. Customer shall indemnify, hold harmless and defend Polco and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liability, claims, damages, actions, penalties, costs, or expenses of whatever kind, including actual attorneys' fees and the costs of enforcing any right to indemnification under this Agreement, arising out of or relating to (a) any actual or alleged infringement of a third party's Intellectual Property Rights from use of Customer Data; (b) any act or omission by Customer or any Authorized Users in connection with use of the Services; (c) Customer's or any Authorized User's use of the Services or Polco Materials other than as expressly allowed by this Agreement; (d) Customer's or any Authorized User's breach of this Agreement; or (e) any actual or alleged infringement of a third party's Intellectual Property Rights resulting from Customer's or any Authorized User's modifications and/or combinations of the Services or Polco Materials. Customer

shall inform Polco as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Polco consents to such settlement in writing.

10. Mitigation.

Mitigation. If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. THIS **SECTION 10.1** SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. Limitations of Liability.

EXCLUSION OF DAMAGES. IN NO EVENT WILL POLCO OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, 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, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE 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.

CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POLCO AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO POLCO WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

13. **General Provisions.**

Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

No Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing by electronic mail or other electronic means to the address of the party specified by the parties from time to time.

Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Entire Agreement. This Agreement, including all Schedules attached hereto, 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, representations and warranties, both written and oral, with respect to such subject matter.

Assignment. Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Polco's prior written consent, which consent Polco may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer will be deemed to be a transfer of rights or obligations under this Agreement for which Polco's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 6.2**):

If to Polco:	Policy Confluence, Inc. 8001 Terrace Avenue, #201 Middleton, WI 53562
E-mail:	alex@polco.us
Attention:	Alex Pedersen, Chief Financial Officer
If to Customer:	County of Nevada, California 950 Maidu Avenue Nevada City, CA 95959
E-mail:	Taylor.Wolfe@co.nevada.ca.us
Attention:	Taylor Wolfe, Administrative Analyst

Notices sent in accordance with this **Section 6.2** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall 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 hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties 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.

Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Dane County, the State of Wisconsin.

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.

Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under **Section 3.2** or **Section 6** would cause Polco irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Polco will be entitled to equitable relief, without any requirement to post a bond. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Indemnity

County and Contractor shall each indemnify, defend and hold harmless each other and their respective officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the other party, except such loss or damage which was caused by the party's own sole negligence or willful misconduct that of its officers, officials, employees, agents and volunteers.

The maximum value of the Contractor's or the City's indemnification shall not exceed the limits of any insurance policies required by this contract.

Approved by County Counsel