



R-309-2022

C-148-2022

MASTER AGREEMENT


THIS **MASTER AGREEMENT** is made by and between Gimmel LLC, a Texas limited liability company with offices at 24 Greenway Plaza, Suite 1000, Houston TX 77046 ("**Gimmel**"), and Lexington-Fayette Urban County Government, a _____ [CORPORATION] with offices at the address set forth in the "Client Information" below ("**Client**"). Gimmel and Client may be referred to together herein as the "**Parties**" or individually herein as a "**Party**."

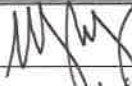
The "**Master Agreement**" or "**Agreement**" consists of this cover page ("Cover Page"), the following pages which set forth the general terms and conditions governing the contractual relationship between the Parties, and one or more addenda that reference this Master Agreement and are executed by both Parties (each, an "**Addendum**" or collectively, the "**Addenda**"). Each Addendum sets forth certain rights, duties, and obligations of the Parties regarding the Licensed Software, Maintenance and Support Services, subscription licenses, Subscription Services, Professional Services, and/or other services or products provided under this Master Agreement. Any Addenda, exhibit, schedule, or Order Form which references this Master Agreement and is executed by the Parties, is hereby incorporated into and made a part of this Master Agreement. This Master Agreement supersedes all previous understandings and agreements between the Parties, whether oral or written.

Client Information	
Company:	Lexington-Fayette Urban County
Name:	Abigail Allan
Title:	Council Clerk
Address:	200 East Main Street Lexington, KY, 40507
Phone:	859.258.3241
Email:	aallan@lexingtonky.gov

Gimmel Information	
Company:	Gimmel LLC
Name:	Mark Johnson
Title:	CFO / COO
Address:	24 Greenway Plaza, Suite 1000 Houston TX 77046
Phone:	713.586.6500
Email:	contracts@gimmel.com

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

Lexington-Fayette Urban County Government	
By:	
Name:	Linda Gorton
Title:	Mayer
Date:	6/24/2022

Gimmel	
By:	
Name:	Mark Johnson
Title:	CFO/COO
Date:	5/24/2022

GIMMAL LLC

Master Agreement

1. DEFINITIONS. In addition to capitalized terms that are otherwise defined in this Master Agreement, or in any Addendum or Schedule hereto, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "**Authorized User**" has the meaning set forth in the applicable Addendum.

1.2. "**Confidential Information**" means any material, data, or information relating to a Party's research, development, products, product plans, services, customers, Client Data, Client programs, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, operations or other business information, trade secrets, or intellectual property that such disclosing Party treats as proprietary or confidential, and which is marked or communicated as "confidential" or "proprietary" or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, the Licensed Software, Subscription Services and all IP Rights associated therewith shall constitute Confidential Information of Gimmel, and all software and any databases (including any data models, structures, non-Client specific data, and Client Data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.

1.3. "**Client**" has the meaning set forth on the Cover Page.

1.4. "**Client Data**" means any information, including, but not limited to the information that is provided to Gimmel by Client in order for Gimmel to perform its assessment or provide its services or otherwise obtained by Gimmel in the course of performing services, including any other software made accessible to Gimmel by Client, regardless of whether owned or licensed from third parties by Client and whether in printed or electronic form, all data provided by Authorized Users, or any data used with or derived from Client's use of the Licensed Software or Subscription Services, as applicable, and all other non-public information and materials relating to Authorized Users, or their respective businesses or business operations that Client or Authorized Users hereunder provide or make available to Gimmel, or provide Gimmel with access to, in connection herewith. All Client Data shall be the Confidential Information of Client at all times.

1.5. "**Effective Date**" means, for the Master Agreement or any Addenda, the date on which the individual document has been executed by both Parties (the latter date on which it is executed by either Party).

1.6. "**IP Rights**" means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including without limitation, all (i) inventions, including patents, patent applications, and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals, or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship; (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world.

1.7. "**Licensed Software**" has the meaning set forth in the applicable Addendum.

1.8. "**Professional Services**" has the meaning set forth in the applicable Addendum.

1.9. "**Subscription Services**" has the meaning set forth in the applicable Addendum.

2. GENERAL. This Master Agreement contains the general terms and conditions governing the contractual relationship between Gimmel and Client. The rights, duties, and obligations of the Parties with respect to the Licensed Software, any Maintenance and Support services, Subscription Services, Professional Services, or other services or products provided by Gimmel to Client are set forth in one or more Addenda executed by the Parties. The Parties acknowledge and agree that this Master Agreement does not, absent execution of such an Addendum, impose any obligation upon either Party to provide, acquire, purchase or pay for any such license, access, or services.

3. ORDER OF PRECEDENCE. In the event of a conflict between this Master Agreement and any Addendum or other attachment that is executed contemporaneously with this Master Agreement, the terms and conditions of this Master Agreement shall govern. In the event of a conflict between this Master Agreement and any Addendum or other attachment executed by both Parties subsequent to the Effective Date of this Master Agreement, the terms and conditions of this Master Agreement shall govern, except to the extent that the applicable Addendum or other executed attachment expressly states the intent of the Parties to supersede one or more provisions in this Master Agreement that are specifically identified. This Master Agreement shall prevail over any different, conflicting, inconsistent, or additional terms contained in any purchase order or similar document issued by Client.

4. FEES AND PAYMENTS

4.1. Fees Payable. In consideration for Gimmel's performance under this Agreement, Client agrees to pay Gimmel or its designated representative the fees and other amounts set forth on all applicable Addenda or orders placed under the applicable Addenda. Unless otherwise provided in the applicable Addendum, all undisputed fees and other amounts due under this Master Agreement shall be due payable net thirty (30) calendar days after date of receipt by Client of the applicable invoice.

4.2. Disputed Charges. Client must notify Gimmel in writing of any dispute or disagreement with invoiced charges within fifteen (15) calendar days after the date of receipt of the invoice by Client. Absent such notice, Client shall be deemed to have agreed to the charges as invoiced.

4.3. Late Charges. Gimmel may charge a late charge equal to the lesser of (i) one percent (1%) per month or (ii) the maximum amount allowed by applicable law, on any outstanding past due balance that is not the subject of a good faith dispute.

4.4. Taxes. Unless otherwise stated in writing by Gimmel, prices do not include sales, use, property, customs, excise, value-added, federal, state, provincial, municipal and other similar taxes, duties, or fees, levied on the Licensed Software, any Services, and/or Subscription Services, all of which shall be the obligation of Client, except for any such amounts due with respect to Gimmel's profit or income. Client shall pay or, upon receipt of an invoice from Gimmel, shall reimburse Gimmel for all such taxes, irrespective of whether said taxes are included on any invoice.

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5. CONFIDENTIAL INFORMATION

5.1. Access; Ownership. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the Disclosing Party (as defined below) is required to maintain as confidential. The Parties agree that all items of Confidential Information are proprietary to the Disclosing Party or such third party, as applicable, and shall remain the sole property of the Disclosing Party or such third party.

5.2. Mutual Obligations. Except as may be expressly set forth in this Agreement, each Party (the "Receiving Party") that receives Confidential Information of the other Party (the "Disclosing Party") agrees during the term of this Agreement and thereafter, as follows: (i) to use the Confidential Information only for the purposes of performing this Agreement; (ii) to hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (iii) to protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than a reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information; (iv) the Receiving Party will not create any derivative work from Confidential Information disclosed by the other Party; (v) to restrict access to the Confidential Information to such of its personnel, agents, subcontractors, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to terms no less restrictive than the terms set forth in this Agreement with respect to the treatment of such Confidential Information; and, (vi) at the option of the Disclosing Party, to either return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement, except for archival copies which may be retained and which shall be destroyed in accordance with the party's record retention policy. Any such retained copies shall remain subject to this Section 5.

5.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 5.2 shall not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the Receiving Party; (iii) is rightfully communicated to the Receiving Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the Receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and by employees or other authorized agents of the Receiving Party who have not been exposed to the Disclosing Party's Confidential Information; or (vi) is approved for release or disclosure in writing by the Disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required: (a) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order, at the Disclosing Party's expense; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4. Equitable Relief. The Parties hereto agree that monetary damages would not be a sufficient remedy for breaches of Section 5 of this Agreement, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

6. INTELLECTUAL PROPERTY

6.1. Gimmal. Client acknowledges and agrees that, unless otherwise set forth in an Addendum, Gimmal and its licensors own all right, title, and interest, including all IP Rights, in and to all Confidential Information disclosed by Gimmal, the Licensed Software or Subscription Services, as applicable, any modifications or enhancements to the Licensed Software or Subscription Services, as applicable, and all software, associated documentation, hardware, and the work product resulting from all Maintenance and Support services, Professional Services, Subscription Services, or any other services performed for the benefit of Client, and any other materials, information, processes, or subject matter proprietary to Gimmal provided under this Master Agreement. Gimmal expressly reserves all rights not expressly granted to Client in this Agreement and all executed Addenda. Client shall not knowingly engage in any act or omission that would impair the IP Rights of Gimmal or its licensors. In no event shall Client obtain any ownership rights in or to the Confidential Information of Gimmal, the Licensed Software, the Subscription Services, the Professional Services, or any IP Rights of Gimmal. Client shall not remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels on the Licensed Software or Subscription Services, and shall include all such marks and symbols on each permitted archive copy of the Licensed Software.

6.2. Client. Gimmal acknowledges and agrees that Client and its licensors own all right, title, and interest, including all IP Rights, in and to the Client Data and all Confidential Information disclosed by Client. Gimmal shall not knowingly engage in any act or omission that would impair Client's IP Rights or Confidential Information. In no event shall Gimmal obtain any ownership rights in or to the Confidential Information of Client, the Client Data, or Client's IP Rights.

7. REPRESENTATIONS AND WARRANTIES

7.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations. Furthermore, each Party represents and warrants to the other that it has obtained, and will maintain throughout the term of this Agreement, all necessary prerequisite licenses and consents, and will comply with all applicable laws and regulations. All other warranties, if any, are specifically and conspicuously identified in the applicable Addenda hereto.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND ANY ADDENDA EXECUTED BY THE PARTIES IN CONNECTION WITH THIS MASTER AGREEMENT, (i) THE LICENSED SOFTWARE OR SUBSCRIPTION SERVICES, AS APPLICABLE, AND ANY OTHER MATERIALS, SOFTWARE, DATA, AND/OR SERVICES PROVIDED BY GIMMAL ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND (ii)

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GIMMAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND GIMMAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY GIMMAL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF TRADE. GIMMAL DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SUBSCRIPTION SERVICES, AS APPLICABLE OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CLIENT ACKNOWLEDGES THAT GIMMAL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CLIENT ONLY AND NOT FOR ANY THIRD PARTY.

8. LIMITATIONS OF LIABILITY

8.1. GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OF, USE OF, FAILURE OF, OR INABILITY TO USE THE LICENSED SOFTWARE OR SUBSCRIPTION SERVICES, AS APPLICABLE, OR THE PERFORMANCE OF ANY OF THEIR OBLIGATIONS UNDER THIS MASTER AGREEMENT, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, AND NOTWITHSTANDING THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

8.2. GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO GIMMAL UNDER THE RELEVANT ADDENDUM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT.

8.3. Essential Basis. The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1. Indemnification by Gimmel.

9.1.1. Gimmel shall indemnify, defend, and hold harmless Client from and against all losses, liabilities, damages, claims, costs, and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Client's use of, or access to, the Licensed Software or Subscription Services, as applicable infringes a United States patent, copyright, or trademark, or misappropriates any third party trade secrets (an "**Infringement Claim**"); provided that, Client must give Gimmel: (a) prompt written notice of such claim, in any event within ten (10) days after receiving written notice of the claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Gimmel may reasonably request, at Gimmel's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Gimmel shall not settle any third-party claim against Client unless (x) such settlement completely and forever releases Client with respect thereto or (y) Client provides its prior written consent to such settlement. In any action for which Gimmel provides defense on behalf of Client, Client may participate in such defense at its own expense by counsel of its choice.

9.1.2. Notwithstanding the foregoing, Gimmel shall have no obligation or liability with respect to an Infringement Claim that arises out of or relates to: (i) the combination, operation, or use of the Licensed Software or Subscription Services, as applicable with products, services, information, materials, technologies, business methods, or processes not furnished or approved by Gimmel; (ii) any modification to the Licensed Software or Subscription Services, as applicable that is not created by Gimmel, or that is created by Client or by a third party at the direction of Client; (iii) use of a version or release of the Licensed Software or Subscription Services, as applicable that is no longer supported by Gimmel; (iv) use of the Licensed Software or Subscription Services, as applicable without implementation of all applicable updates and error corrections; or (v) use of the Licensed Software or Subscription Services, as applicable other than in accordance with any applicable user documentation or specifications (the foregoing clauses 9.1.2 (i)-(v), collectively, "**Client Indemnity Responsibilities**").

9.1.3. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 9.1, or in the event that Gimmel believes that such a claim is likely, Gimmel will, at its option: (a) appropriately modify the Licensed Software or Subscription Services, as applicable to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Gimmel in its sole discretion, Gimmel may terminate this Agreement and the licenses granted pursuant to it on written notice to Client and refund to Client any prepaid but unearned fees.

9.1.4. THE PROVISIONS OF THIS SECTION 9.1 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF GIMMAL TO CLIENT, AND ARE CLIENT'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

9.2. Indemnification by Client. Client shall indemnify, defend, and hold harmless Gimmel from and against all losses, liabilities,

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damages, claims, costs, and reasonable expenses (including reasonable attorneys' fees) resulting from any third party claim arising out of or related to: (i) the Client Indemnity Responsibilities; (ii) any misappropriation or violation of Gimmel's rights in the Licensed Software or Subscription Services, as applicable or any Gimmel Confidential Information by any person who has obtained access to the Licensed Software or Subscription Services, as applicable through Client; or (iii) any claims that any data, information, or other content or materials provided to Gimmel by Client under this Agreement is inaccurate, false, misleading, fraudulent, disparaging, or otherwise infringes or misappropriates the rights of a third party. Gimmel agrees to give Client: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Client shall not settle any third-party claim against Gimmel unless (x) such settlement completely and forever releases Gimmel with respect thereto or (y) Gimmel provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of Gimmel, Gimmel may participate in such defense at its own expense by counsel of its choice.

10. TERM AND TERMINATION

10.1. Agreement. Subject to Section 10.2 and 10.3, this Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated in accordance with its terms.

10.2. Termination on Expiration of Addenda. Upon expiration or termination of any and all Addenda executed under this Master Agreement, either Party may terminate the Master Agreement by giving not less than thirty (30) days written notice to the other Party.

10.3. Termination for Breach. Either Party may terminate this Agreement or any Addendum to this Agreement, in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (60) calendar days of receipt of such notice, and the non-breaching Party may terminate the Master Agreement or Addendum, as applicable, in the event that such cure is not made within such sixty (60)-day period to the reasonable satisfaction of the non-breaching Party. Without limiting the foregoing, Gimmel may terminate this Agreement or any Addendum to this Agreement upon written notice in the event that Client breaches Section 4 of any Software License and Support Addendum, Section 4 of any Subscription License Addendum, or Section 3 of any Subscription Services Addendum, as applicable, or becomes insolvent or enters bankruptcy prior to payment of all undisputed amounts due under this Agreement.

10.4. Termination of Individual Addenda. In addition to each Party's rights under Sections 10.2 and 10.3, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including this Master Agreement and any other Addenda) shall remain in full force and effect in accordance with its terms.

10.5. Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release either Party from any

liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 10 shall incur no additional liability merely by virtue of such termination except where specifically provided for in the relevant Addendum.

10.6. Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

10.7. Effect of Termination. Upon any termination of this Agreement, each Party (i) shall immediately discontinue all use of the other Party's Confidential Information; (ii) shall delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; except for archival copies which may be retained and which shall be destroyed in accordance with the Party's record retention policy; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

10.8. Survival of Obligations. The provisions of Sections 1, 2, 3, 4, 5, 6, 7.2, 8, 9, 10.4, 10.5, 10.6, 10.7, and 11, as well as Client's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1. Applicable Law; Venue and Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. THE PARTIES AGREE THAT, SUBJECT TO SECTION 11.2 (DISPUTE RESOLUTION; ARBITRATION), ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF TEXAS.

11.2. Dispute Resolution; Arbitration. Except with respect to equitable remedies and disputes related to the Licensed Software or Subscription Services, as applicable or Confidential Information, any dispute, claim, controversy, or disagreement between the Parties arising from or relating to this Agreement or the breach thereof (a "Dispute") shall be resolved in accordance with this dispute resolution procedure.

11.2.1. Negotiation. Initially, Gimmel's Project Manager and Client's Project Manager will work to resolve any Dispute. If Gimmel's Project Manager and Client's Project Manager cannot resolve the Dispute within a reasonable period of time, either Party may initiate this dispute resolution process by giving written notice to other Party and the Parties shall use their good faith efforts, using senior representatives (having the authority to negotiate and bind their employer), to resolve the Dispute.

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11.2.2. Arbitration. If the Parties do not resolve the Dispute within a period of thirty (30) days following the written notice initiating the dispute resolution, then, upon written notice by either Party to the other, the Dispute shall be finally settled by confidential, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration panel shall be comprised of three neutral arbitrators, each of whom shall have experience with and knowledge of technology law, and at least one of which must be an attorney. Each Party shall appoint one arbitrator and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflicts of law rules) to all aspects of the Dispute, and the decision of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The place of arbitration shall be Houston, Texas USA. The language of the arbitration shall be English. Except as may be required by applicable law or as ordered by any court of competent jurisdiction, neither Party, nor its representatives, nor any arbitrator may disclose the existence, subject, evidence, proceedings, or results of any arbitration hereunder without the prior written consent of the other Party.

11.2.3. Notwithstanding the above, the Parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the Dispute.

11.3. Compliance with Laws and Regulations. Each Party shall undertake all measures necessary to comply with all applicable laws and regulations, including but not limited to, (a) the export laws and regulations of the United States and other applicable jurisdictions, and without limiting the foregoing, each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports from the U.S.; and (b) the regulations promulgated by the European Parliament and the Council of the European Union, Regulation of 4 April 2016, regarding the processing of personal data, commonly referred to as "GDPR".

11.4. Force Majeure. Either Party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot, or other causes beyond the reasonable control of such Party. Any delay resulting from any of such causes shall extend performance accordingly or shall excuse performance, in whole or in part, as may be reasonable under the circumstances.

11.5. Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of overnight courier, charges prepaid, certified mail, or by e-mail with confirmation of delivery, to the Parties to the Agreement as identified on the Cover Page to this Agreement, or addressed to such other address as that Party may have given by written notice in accordance with this provision.

11.6. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void, and of no effect. Notwithstanding the foregoing, either Party may assign this

Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Gimmel and Client and their successors and permitted assigns.

11.7. Marketing. Upon Client's prior written approval, Gimmel may issue a press release announcing (a) Client's selection of Gimmel's product and services; and/or (b) Client's successful deployment of the Gimmel products and services. Client agrees to have an authorized Client representative provide a quote for these press releases. Furthermore, Client agrees that Gimmel may refer to Client in its marketing and promotional materials, verbally and/or in writing, provided that Client has provided its approval prior to publication thereof.

11.8. Independent Contractors. Client and Gimmel acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship, or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Furthermore, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Gimmel or any employee or agent of Gimmel.

11.9. Amendment. No amendment to this Agreement or any Addendum shall be valid unless it is made in writing and is signed by the authorized representatives of the Parties.

11.10. Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.11. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.12. No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors, and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

GIMMAL LLC Master Agreement

11.14. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.15. Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions, and understandings between the Parties with respect to the subject matter hereof. Neither of the Parties shall be bound by any conditions, inducements, or representations other than as expressly provided for herein, except where specifically amended through addenda subsequent in time to this Master Agreement and mutually signed by both Parties.

11.16. No Solicitation. Each Party agrees that during the term of this Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor, or consultant) to any employee or consultant of the other Party without the prior written consent of the other Party. In the event a Party offers employment or engagement (whether as an employee, independent contractor, or consultant) to an employee or consultant of the other Party, it shall pay to other Party an amount equal to one (1) year's salary of such employee or consultant to help offset costs the other Party will incur to replace the employee and provide training to the new employee(s). The obligations set forth herein shall not apply to recruiting through job postings made available to the general public (for example, through newspaper or online job postings).

GIMMAL LLC
Professional Services Addendum

The Parties have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

Lexington-Fayette Urban County Government	
By:	<u>Linda Gorton</u>
Name:	<u>Linda Gorton</u>
Title:	<u>Mayer</u>
Date:	<u>6/24/2022</u>

Gimmel	
By:	<u>[Signature]</u>
Name:	<u>Mark Johnson</u>
Title:	<u>CEO/COO</u>
Date:	<u>5/24/22</u>

GIMMAL LLC

Professional Services Addendum

This PROFESSIONAL SERVICES ADDENDUM (the "Addendum") is an addendum to, and is hereby incorporated into, the Master Agreement dated _____, between Gimmel LLC ("Gimmel") and Lexington-Fayette Urban County Government ("Client").

1. DEFINITIONS. Capitalized terms used in this Addendum shall have the meanings ascribed to them in the Master Agreement, unless otherwise defined in this Addendum. In addition to capitalized terms that are otherwise defined in the Master Agreement or this Addendum, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "Professional Services" means, in each instance, the installation, implementation, planning, project management, data conversion, configuration, deployment, integration, customization, training, consulting, or other services provided by Gimmel to Client pursuant to a SOW under this Addendum.

1.2. "Statement of Work" ("SOW") means an order executed by both parties by which Client orders Professional Services under this Addendum, each of which shall reference the Master Agreement and this Addendum and shall be an exhibit hereto. The SOW shall describe the desired services, fees, costs, and expenses payable by the Client to Gimmel in connection with the performance of such services. Each SOW shall contain, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) applicable rates and fees; (iii) responsibilities and obligations of each Party; (iv) agreed upon Work Product and specific deliverables, if any; and (v) signatures of authorized representative of both Parties.

1.3. "Work Product" means any expression of Gimmel's findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, modifications, interfaces, source code, object code, and other technical information resulting from the performance of Professional Services.

2. PROFESSIONAL SERVICES

2.1. Professional Services. From time to time, so long as the Master Agreement and this Addendum remain in full force and effect, the Parties may, but are under no obligation to, enter into one or more SOWs to engage Gimmel to provide Professional Services, each of which is made pursuant to this Addendum and each of which shall be considered a separate engagement. No Professional Services shall be furnished to Client by virtue of delivering this Addendum alone but shall require the execution of a SOW and the Master Agreement by both Parties.

2.2. Issuance of SOWs. The Client may request that Gimmel perform Professional Services by delivering a written SOW. Gimmel shall have no obligation to provide Professional Services without a fully-executed SOW. Each SOW, regardless of whether it relates to the same subject matter as any previously executed SOW(s), shall become effective upon execution by authorized representatives of both Parties.

2.3. Scope Modifications. Client may at any time request a modification to the Professional Services to be performed pursuant to any particular SOW by written request to Gimmel specifying the desired modifications. Gimmel shall submit an estimate of the cost for such modifications and a revised estimate

of the time for performance of the Professional Services pursuant to the SOW. If accepted in writing by Client, such modifications to the SOW shall be performed under the terms of this Addendum. Modifications to any SOW shall become effective only when a written change request is executed by authorized representatives of both Parties.

2.4. Gimmel Personnel. Gimmel shall be responsible for securing, managing, scheduling, coordinating, and supervising Gimmel personnel, including its subcontractors, performing the Professional Services. Gimmel will designate in each SOW a Gimmel project manager who will be responsible for coordinating Gimmel's provision of Professional Services under such SOW. Gimmel shall have the right to remove or replace any personnel with similarly skilled personnel. Gimmel shall provide reasonable notice to Client of any change in personnel providing Professional Services. Gimmel may, in its sole discretion, subcontract or delegate any work under any SOW to any third party without Client's prior written consent, provided that, Gimmel shall remain responsible for the performance, acts, and omissions of any such subcontractors. Client may request that Gimmel remove or replace Gimmel personnel if Client believes, in Client's reasonable discretion, that such personnel's involvement is inappropriate, unsafe, or detrimental to the delivery of the Professional Services. In the event such a request is made, it is agreed by the Parties that any project timelines shall automatically extend by the amount of time required to replace said personnel and assimilate the new personnel into the project.

3. CLIENT RESPONSIBILITIES

3.1. Cooperation. Client shall perform its obligations as set forth in the applicable SOW, as well as the following obligations: (i) designate and provide for each SOW one Client project manager who will be responsible for coordinating the Client obligations under a SOW; (ii) provide sufficient, qualified, knowledgeable personnel capable of: (a) performing Client obligations set forth in each SOW; (b) making timely decisions necessary to move the Professional Services forward; and (c) participating in the project and assisting Gimmel in rendering the Professional Services; (iii) provide Gimmel with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Gimmel in order to enable Gimmel to perform the Professional Services; (iv) in the case of on-site Professional Services, provide Gimmel with such working space as Gimmel may reasonably request; and (v) perform such other duties and tasks as set forth in an applicable SOW to facilitate Gimmel's performance of the Professional Services.

3.2. Condition for Professional Services. Client acknowledges and agrees: (i) Gimmel's ability to perform the Professional Services is conditioned upon Client's timely performance of the Client obligations and any assumptions described in the applicable SOW; and (ii) the performance of the Client obligations is material to Gimmel's ability to commence, proceed with, and complete the Professional Services. In the event Client does not perform Client obligations in a timely manner, Gimmel may take any action as set

GIMMAL LLC
Professional Services Addendum

forth in the applicable SOW, or may terminate the applicable SOW in accordance with this Addendum and the Master Agreement.

3.3. Acceptance. Upon delivery of Professional Services as specified in the applicable SOW (the "Deliverable"), Client shall have thirty (30) days to accept or reject the Deliverable, or any portion thereof. If the Deliverable is rejected, Client shall specify with sufficient technical precision the reason for such rejection so that Gimmel understands any modifications required to make the Deliverable acceptable. Upon receipt of such notification of rejection, Gimmel shall have a commercially reasonable period of time in which to make the Deliverable acceptable to Client. In the event Gimmel does not deliver an acceptable Deliverable or revised Deliverable, Client's sole remedy will be a refund of amounts paid to Gimmel for such Deliverable. In the event Gimmel delivers a revised Deliverable, Client shall have thirty (30) days to accept or reject the revised Deliverable. In the event Client fails to provide written notice of rejection of any Deliverable or revised Deliverable within thirty (30) days, the Deliverable shall be deemed to be accepted.

4. PROPRIETARY RIGHTS

4.1. Proprietary Rights. All Confidential Information of either Party provided or made available to the other Party under this Addendum shall be subject to the applicable provisions of the Master Agreement. All Work Product, including, without limitation, any modifications, extensions, or enhancements to the Licensed Software, shall be solely owned by Gimmel, except to the extent any portion of the foregoing embodies Client's Confidential Information, and subject to the usage rights granted to Client under the relevant SOW. Any modifications, extensions, or enhancements to the Licensed Software developed under this Addendum will constitute a portion of the Licensed Software and shall be subject to all applicable terms and conditions of the Master Agreement and any Addenda that are otherwise applicable to the Licensed Software, including, without limitation, provisions regarding ownership, license rights, and usage restrictions.

4.2. Work Product and Custom Materials. Notwithstanding anything to the contrary in this Addendum, all Work Product created under this Addendum, including all IP Rights related thereto, shall be owned by Gimmel and shall be licensed nonexclusively to Client pursuant to the terms of the Master Agreement.

5. FEES AND PAYMENTS.

5.1. Fees. Fees for any and all Professional Services shall be based on then-current hourly rates, unless otherwise agreed in the applicable SOW. Client shall pay to Gimmel all fees as required by a particular SOW, plus any reasonable and necessary out-of-pocket travel expenses incurred and approved by Client, all in accordance with the applicable SOW, this Section 5 and Section 4 of the Master Agreement.

5.2. Travel. Client shall reimburse Gimmel for reasonable, actual, out of pocket travel expenses and related costs incurred by Gimmel employees and subcontractors for travel from Gimmel's office to Client's offices, provided that such expense and costs are consistent with Client's own travel policies and approved in advance by Client.

5.3. Operating Expenses. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum.

6. LIMITATION OF LIABILITY. GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM OR ANY PROFESSIONAL SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO GIMMAL PURSUANT TO THE APPLICABLE SOW DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION FOR THE PROFESSIONAL SERVICES UPON WHICH DAMAGES OR COSTS ARE BASED. CLIENT HEREBY RELEASES GIMMAL FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS ADDENDUM. GIMMAL'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 6, AND THIS SECTION 6 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS ADDENDUM.

7. WARRANTIES AND LIMITATIONS.

7.1. Limited Warranty. Gimmel warrants that the Professional Services performed hereunder will be performed in a professional and workmanlike manner, using sound principles, accepted industry practices, and competent personnel (the "Professional Services Warranty"). The Professional Services Warranty shall not apply if the Work Product is implemented, customized, modified, enhanced, or altered by Client or any third party that is not specifically retained by Gimmel as a contractor for such purposes.

7.2. Exclusive Remedy. Client's sole and exclusive remedy, and Gimmel's sole obligation, in the event of a breach of the Professional Services Warranty is for Gimmel, at its expense, to re-perform the Professional Services which were not as warranted, provided that Gimmel has received notice from Client within thirty (30) calendar days of the completion of the Professional Services that Client alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS ADDENDUM TO THE CONTRARY, THIS SECTION 7 SETS FORTH GIMMAL'S SOLE AND EXCLUSIVE OBLIGATION FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY SET FORTH IN SECTION 7.1 ABOVE.

7.3. Disclaimer. GIMMAL MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND THE PARTIES AGREE THAT THIS ADDENDUM IS SUBJECT TO ALL REPRESENTATIONS, WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN THE MASTER AGREEMENT. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT GIMMAL WILL HAVE NO LIABILITY UNDER THIS ADDENDUM FOR ANY FAILURE OR DELAY IN PERFORMANCE ARISING DIRECTLY FROM A MATERIAL FAILURE BY CLIENT TO PERFORM ITS OBLIGATIONS HEREUNDER.

8. TERM; TERMINATION

8.1. Term. This Addendum shall become effective upon the Effective Date hereof, and shall continue in effect until it is earlier terminated in accordance with this Section 8. Unless otherwise

GIMMAL LLC
Professional Services Addendum

stated in the applicable SOW, the term of each SOW shall last until performance thereunder is completed.

8.2. Termination on Completion of SOWs. Upon expiration or termination of any and all SOWs under this Addendum, either Party may terminate this Addendum by giving not less than thirty (30) days written notice to the other Party. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Effective Date.

8.3. Termination for Breach. Either Party may, at its option, terminate this Addendum and all outstanding SOWs hereunder, in the event of a material breach by the other Party pursuant to Section 10.3 of the Master Agreement.

8.4. Effect of Termination. Upon termination or expiration of this Addendum, Client shall promptly pay to Gimmel all amounts due for work completed under this Addendum.

8.5. Survival. The provisions of Sections 4, 5, 6, 7.2, 7.3, 8.4 and 8.5 will survive the termination of this Addendum.

[SIGNATURE PAGE TO FOLLOW.]

GIMMAL LLC
Subscription Services (SaaS) Addendum

The Parties have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

Lexington-Fayette Urban County Government	
By:	<u>Linda Gorton</u>
Name:	<u>Linda Gorton</u>
Title:	<u>Mayor</u>
Date:	<u>6/24/2022</u>

Gimmel	
By:	<u>[Signature]</u>
Name:	<u>Mark Johnson</u>
Title:	<u>CEO/COO</u>
Date:	<u>May 24, 2022</u>

GIMMAL LLC

Subscription Services (SaaS) Addendum

This SUBSCRIPTION SERVICES (SaaS) ADDENDUM (the "Addendum") is an addendum to, and is hereby incorporated into, the Master Agreement dated _____, between Gimmel LLC ("Gimmel") and Lexington-Fayette Urban County Government ("Client").

1. DEFINITIONS. Capitalized terms used in this Addendum shall have the meanings ascribed to them in the Master Agreement, unless otherwise defined in this Addendum. In addition to capitalized terms that are otherwise defined in the Master Agreement or this Addendum, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "**Authorized Users**" means any employees, agents, or independent contractors of Client that are licensed and authorized to access and use the Subscription Services according to the applicable Order Form, solely for Client's internal business purposes; provided that, any agent or independent contractor shall not be an Authorized User unless and until such agent or independent contractor has entered into a binding contractual agreement with Client, which agreement is no less protective of Gimmel and its proprietary rights than the terms of this Addendum.

1.2. "**Documentation**" means Gimmel's standard user manuals and/or related documentation generally made available to Authorized Users of the Subscription Services, as updated from time to time.

1.3. "**Eligible Client Personnel**" means up to two (2) Client personnel designated by Client to receive Technical Support from Gimmel. Client shall designate one of the Eligible Client Personnel as the sole individual who sets priorities with Gimmel for support. Eligible Client Personnel must be knowledgeable about the Subscription Services and are assumed to have a baseline understanding of reported errors and the ability to reproduce the error. Client has the right to substitute personnel at any time by written notice to Gimmel (which may include notice by email or other electronic transmission).

1.4. "**Malicious Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

1.5. "**Order Form**" means the fully-executed ordering documents for purchases of Subscription Services hereunder that are entered into between Client and Gimmel from time to time under this Addendum. Order Forms shall be deemed incorporated herein by reference.

1.6. "**Subscription Services**" means the online applications and platform provided by Gimmel as described in the Documentation, that are ordered by Client under an Order Form, but excluding Third-Party Software and Professional Services.

1.7. "**Subscription Term**" means the period of time from the start date to the end date specified in each Order Form for each subscription purchased thereunder. Each renewal of a subscription, whether automatic or in writing, shall constitute a new Subscription Term.

1.8. "**Technical Support**" means the provision of responses by Gimmel personnel to questions from Eligible Client Personnel related to use and operation of the Subscription Services, including basic instruction or assistance related to functional errors in the Subscription Services.

1.9. "**Technology**" means all software, designs, formulas, algorithms, processes, and programs that are owned by Gimmel or licensors and that are used to provide the Subscription Services.

1.10. "**Third Party Software**" means software products that are provided by third Parties but may be configured to interoperate with the Subscription Services and Technology.

2. SUBSCRIPTION SERVICES

2.1. Provision of Subscription Services. Gimmel shall make the Subscription Services available to Client pursuant to this Addendum and the relevant Order Forms during each Subscription Term, subject to Client's timely payment of all applicable fees. Gimmel may provide the Subscription Services and host the Technology on its own infrastructure or may use a third party cloud computing services provider. Client agrees that Client's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Gimmel regarding future functionality or features. Gimmel may, in its sole discretion, modify, enhance, and/or expand the Subscription Services at no additional cost to Client. Gimmel also may modify, enhance, or expand the Subscription Services by providing additional features or functionality, which may, but are not required to be, added by Client to this Addendum at additional cost. Such additional cost features and functionality may be added by mutual written agreement of the Parties.

2.2. Usage Limits. The Subscription Services are subject to usage limits that are specified in the Order Forms. If Client exceeds a contractual usage limit, Gimmel may work with Client to seek to reduce Client's usage so that it conforms to that limit. If, notwithstanding Gimmel's efforts, Client is unable or unwilling to abide by a contractual usage limit, Client will execute an Order Form for additional quantities of the applicable Subscription Services promptly upon Gimmel's request, and/or pay any invoice for excess usage in accordance with this Addendum and the Master Terms.

2.3. License Grant. Subject to Client's compliance with all of the terms and conditions of the Master Agreement and this Addendum, Gimmel hereby grants Client a worldwide, non-exclusive, non-transferable, non-sublicenseable, limited, revocable right and license during the Subscription Term to access/use the Technology, solely in connection with (a) Gimmel's provision of the Subscription Services and (b) Client's use of the Subscription Services under this Addendum.

2.4. Audit Rights. During the term of this Addendum and for a period of one (1) year following its termination or expiration, Gimmel hereby reserve the right to audit Client's use of the Subscription Services to verify compliance with this Addendum. In the event that any audit reveals any non-compliance, including but not limited to underpayment of fees, Client shall promptly cure the non-compliance, pay Gimmel any shortfall at Gimmel's then current list price; provided, however, that the obligations

GIMMAL LLC

Subscription Services (SaaS) Addendum

under this Section 2.5 do not constitute a waiver of Gimmel's termination rights or any other rights hereunder.

3. GENERAL RESTRICTIONS AND LIMITATIONS

3.1 Gimmel Responsibilities. In addition to providing the Subscription Services as described in Section 2.1, Gimmel (a) will provide Client with Gimmel's standard support for the Subscription Services at no additional charge, and/or upgraded support if purchased, and (b) will use commercially reasonable efforts to make the online Subscription Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Gimmel shall give at least 8 hours electronic notice and which Gimmel shall schedule to the extent practicable during the weekend hours between 5:00 p.m. Friday and 3:00 a.m. Monday Central time), and (ii) any unavailability caused by circumstances beyond Gimmel's reasonable control, including, for example, an act of God, act of government, flood, fire, hurricane, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Gimmel's employees), internet service provider failure or delay, failure or delay of service from any third party cloud computing services provider, or denial of service attack. Gimmel will provide Technical Support to Client (acting through its Eligible Client Personnel) in accordance with the Maintenance and Support terms available on Gimmel's web site at <http://support.gimmel.com>. Gimmel reserves the right to modify these terms from time-to-time and, other than immaterial changes and corrections, will give Client reasonable notice of modifications to these terms.

3.2 Client Responsibilities. Client (a) shall be responsible for Authorized Users' compliance with this Addendum, (b) shall be solely responsible for the accuracy, quality, integrity, and legality of Client Data and of the means by which Client acquired Client Data, (c) shall use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and shall notify Gimmel promptly of any such unauthorized access or use, (d) shall use the Subscription Services only in accordance with the Documentation and applicable laws and government regulations, and (e) shall provide Gimmel with assistance, information, and materials that are reasonably requested as necessary to effectively provide the Subscription Services.

3.3 Restrictions. Client will not, directly or indirectly, do any of the following: (a) make any Subscription Services available to, or use any Subscription Services for the benefit of, anyone other than Client or its Authorized Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any Subscription Service, or include any Subscription Services in a service bureau or outsourcing offering, (c) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Subscription Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Subscription Services or third-party data contained therein, (f) attempt to gain unauthorized access to any Subscription Services or the Technology, (g) permit direct or indirect access to or use of any Subscription Services or Technology in a way that circumvents a contractual usage limit, (h) copy Subscription Services or any part, feature, function, or user interface thereof, (i) frame or mirror any part of any Subscription Service, other than framing on Client's own intranets or otherwise for Client's own internal business purposes or as

permitted in the Documentation, (j) access any Subscription Services or Technology in order to build a competitive product or service, or (k) reverse engineer, disassemble, or decompile any Subscription Services or Technology, or any component thereof.

3.4 Client Data. The Subscription Services may be used to access and process Client Data in order to generate reports, analyses, documents, and/or results. If Client chooses to save such output, it will be saved as Client Data in Client's account within the platform of the third party cloud computing services provider that Gimmel uses. However, Client's ability to recreate or duplicate such output will cease upon expiration or termination of this Addendum. Gimmel has no control over (and, accordingly, makes no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Client Data by any other third party cloud computing services provider that Gimmel uses or any other providers with whom Client may store Client Data or whose services are required for the storage, accessibility, or protection of Client Data. Gimmel will not access Client Data except (a) in accordance with the licenses granted to Gimmel in Section 5.2 (Client Data; License); or (b) as compelled by law.

4. FEES AND PAYMENTS

4.1 Fees. Client shall pay to Gimmel any and all amounts due under this Addendum and all related Order Forms in accordance with Section 4 of the Master Agreement. Except as otherwise specified herein or in an Order Form, (a) fees for Subscription Services are based on Subscription Services purchased and not actual usage, (b) payment obligations are non-cancellable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant Subscription Term.

4.2 Suspension of Service and Acceleration. If any amount owing by Client under this Addendum is thirty (30) or more days overdue, Gimmel may, without limiting its other rights and remedies, accelerate Client's unpaid fee obligations under this Addendum so that all such obligations become immediately due and payable, and may suspend the Subscription Services to Client, until such amounts are paid in full. Gimmel will give Client at least ten (10) days' prior notice that Client's account is overdue before suspending Subscription Services.

5. PROPRIETARY RIGHTS.

5.1 Ownership and Reservation of Rights. Gimmel and its licensors own all right, title, and interest in and to Subscription Services and Technology, including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto, and all IP Rights therein. Subject to the limited rights expressly granted to Client in this Addendum, and without prejudice to the provisions of Section 5.1 of the Master Agreement, Gimmel and its licensors reserve all rights, title, and interest in and to the Subscription Services and the Technology, including all related IP Rights. No rights are granted to Client under this Addendum other than as expressly set forth in this Addendum.

5.2 Client Data; License. As between Gimmel and Client, Client exclusively owns all rights, title, and interest in and to all of the Client Data. Client hereby grants Gimmel a worldwide, limited-term license to host, copy, transmit, and display Client Data, as necessary for Gimmel to provide the Subscription Services in accordance with this Addendum. Subject to the limited licenses

GIMMAL LLC

Subscription Services (SaaS) Addendum

granted herein, Gimmel acquires no right, title, or interest from Client under this Addendum in or to Client Data. Client hereby grants to Gimmel a perpetual, non-exclusive, royalty-free license to use Client Data in order to provide, monitor, and improve the Subscription Services to Client.

5.3. Content; License. Client represents and warrants to Gimmel that it owns all right, title, and interest in, or otherwise has full and sufficient authority to use in the manner contemplated by this Addendum, any content furnished by Client to Gimmel for incorporation into the Subscription Services. Client hereby grants Gimmel a limited, non-exclusive, royalty-free license to use such content in the manner contemplated by this Addendum.

6. LIMITATION OF LIABILITY.

GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM OR ANY SUBSCRIPTION SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO GIMMAL PURSUANT TO THIS ADDENDUM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION UPON WHICH DAMAGES OR COSTS ARE BASED. CLIENT HEREBY RELEASES GIMMAL FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS ADDENDUM. GIMMAL'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 6 AND THIS SECTION 6 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS ADDENDUM.

7. WARRANTIES AND LIMITATIONS

7.1. Gimmel Warranties. Gimmel warrants that: (a) the Subscription Services shall perform materially in accordance with the Documentation and (b) subject to Section 7.2 (Third-Party Software), the functionality of the Subscription Services will not be materially decreased during a Subscription Term. For any breach of either such warranty, Client's exclusive remedy shall be as provided in Sections 8.3 (Termination for Breach). Client acknowledges that availability of the Subscription Services depends upon the availability of the internet and any cloud computing services provider that Gimmel uses, and that Gimmel has no control over such availability. Accordingly, Gimmel makes no representations, warranties, or covenants regarding the availability of the Subscription Services to the extent that such availability depends upon the availability of the internet or any cloud computing services provider that Gimmel uses.

7.2. Third Party Software. The Subscription Services have been built as a software-as-a-service on a cloud-computing platform. The Subscription Services are designed to work with the cloud-computing platform and with certain other Third-Party Software. Client's use of Third-Party Software is governed entirely by the terms of Client's agreement with the relevant third party. Nothing in this Addendum creates any rights or obligations on the part of Gimmel with respect to such Third-Party Software nor should this Addendum be construed as creating any rights or obligations on the part of any third party providing Third-Party Software with respect to the Subscription Services provided by Gimmel.

7.3. Limitation of Warranties and Liability. GIMMAL MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SECTION 7. THIS ADDENDUM IS SUBJECT TO ALL OF THE DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 7 AND 8 OF THE MASTER AGREEMENT. WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT GIMMAL WILL HAVE NO LIABILITY UNDER THIS ADDENDUM FOR ANY FAILURE OR DELAY IN PERFORMING ARISING DIRECTLY FROM A MATERIAL FAILURE BY CLIENT TO PERFORM ITS OBLIGATIONS HEREUNDER.

8. TERM; TERMINATION

8.1. Term of Addendum. This Addendum shall become effective upon the Effective Date hereof and shall continue in effect until all subscriptions granted in accordance with this Addendum have expired or been terminated, unless and until it is earlier terminated in accordance with this Section 8.

8.2. Term of Purchased Subscriptions. The term of each subscription to the Subscription Services shall be as specified in the applicable Order Form. Except as otherwise specified in this Addendum or the applicable Order Form, subscriptions to the Subscription Services will automatically renew for additional one-year periods, unless either Party gives the other Party notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term.

8.3. Termination for Breach. Either Party may, at its option and subject to the Master Agreement, terminate this Addendum in the event of a material breach by the other Party pursuant to Section 10.3 of the Master Agreement.

8.4. Effect of Termination. Upon any termination of this Addendum, Client shall (i) immediately discontinue all use of the Subscription Services and Documentation; and (ii) promptly pay to Gimmel all amounts due and payable under this Addendum.

8.5. Refund or Payment on Termination. Upon any termination by Client pursuant to Section 10.3 of the Master Agreement, Gimmel shall refund Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination by Gimmel pursuant to Section 10.3 of the Master Agreement, Client shall pay any unpaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In no event shall any termination relieve Client of the obligation to pay any fees payable to Gimmel for the period prior to the effective date of termination.

8.6. Survival. The provisions of Sections 2.4, 4, 5, 6, 7.3, 8.4, 8.5, and 8.6 will survive termination of this Addendum.

[SIGNATURE PAGE TO FOLLOW]

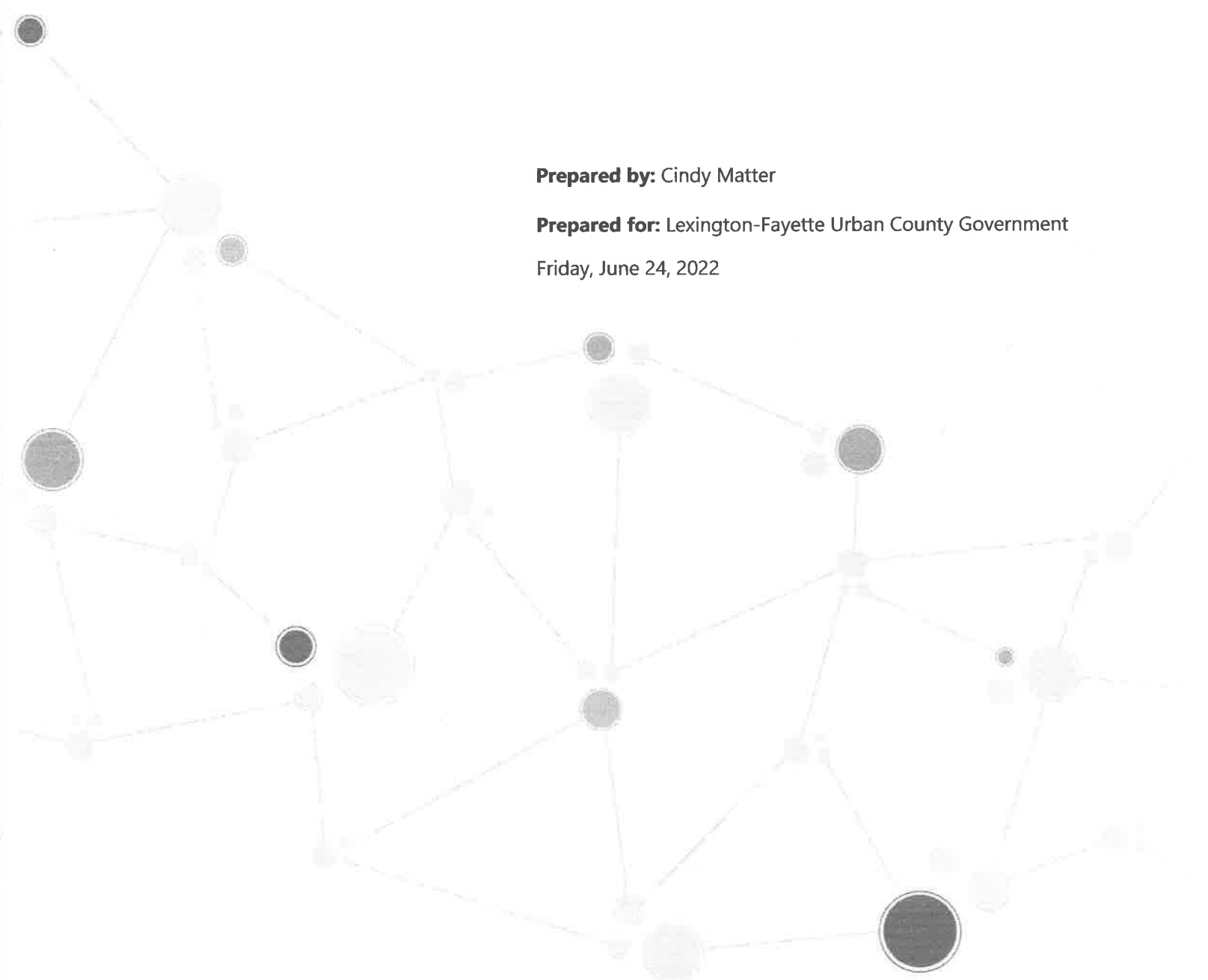


Gimmel Physical Implementation

Prepared by: Cindy Matter

Prepared for: Lexington-Fayette Urban County Government

Friday, June 24, 2022



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1 About Gimmal

Information is the lifeblood of the enterprise, and it must be managed to ensure compliance, security, and usability. It is one of your most valuable assets, and yet, for most organizations, it grows at an unmanageable rate. The continuous expansion of the digital workplace makes it almost impossible to utilize your corporate information to its fullest potential.

Gimmal Professional Services creates successful information management implementations by targeting our attention on understanding your needs to create successful programs that focus on the people, process, and technology of change. Gimmal's Professional Services provides specific Gimmal product expertise to enable implementations that adhere to Gimmal Product standards. Gimmal has created successful information management programs across the energy, retail, accounting, and other sectors of industries. We strive to make the records and information management journey for every organization successful.

Gimmal Software simplifies records and information management with software that captures, manages, governs, and archives information so you can focus on your core mission. We do this by providing a fully integrated information lifecycle that automates the capture of metadata and maximizes information findability, usability, and productivity. We break down the barriers between information silos, help identify obsolete data, and manage disparate content by providing a common approach for information governance and records management.

Gimmal software allows you to fully manage the lifecycle of content in SharePoint, Office 365, box, SAP, and other platforms. Learn more at www.gimmal.com.

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2 Executive Summary

On behalf of Gimmel LLC (Gimmel), we thank you for the opportunity to present our Statement of Work (SOW) to provide the Lexington-Fayette Urban County Government with and upgrade to Gimmel Physical R3.11.

2.1 Our Understanding

This project will achieve these goals by upgrading to Gimmel Physical R3.11.

Gimmel has a defined methodology that leverages pre-existing tools and processes to provide standard deliverables across business and technical requirements, design, configuration, and deployment.

The Gimmel team will provide consultants with unique Gimmel Product experience to perform the work. The work described in this SOW will be conducted over a three-to-four-month period for \$30,000.00 (USD).

This SOW is governed by the terms of the Master Agreement and Professional Services Addendum between The Lexington-Fayette Urban County Government and Gimmel. The pricing in this SOW is valid for 30 days from the date shown on the cover page.

We appreciate the opportunity to present this Statement of Work. If you have any questions about Gimmel or this project, please feel free to contact us. We look forward to discussing this SOW with you in the near future.

Sincerely,

Shaun Gaffney

Account Manager

713-586-6525

Shaun.gaffney@Gimmel.com

Cindy Matter

Client Success Manager

240-283-1971

cindy.matter@Gimmel.com

3 Project Approach

This section describes the project scope and approach described as activities, tasks, and deliverables. The approach includes three (3) primary work streams, each having its own set of tasks and deliverables.

The work streams are as follows:

1. Project Initiation
2. Onboard Gimmel Records Management
3. Project Closeout

3.1 Project Initiation

The purpose of the Project Initiation task is to start the project with a common set of expectations and to establish the project's vision, goals, and objectives. This is typically set in a meeting forum, where all key project stakeholders are brought together to define these critical project components.

Major activities performed include:

- Preparation for project kickoff meeting
- Conduct project kickoff meeting
- Review project scope and objectives
- Identify the key project participants, resources, and subject matter experts (SMEs)
- Organize two status meetings
- Develop implementation plan

This phase results in the following deliverables:

- Implementation Project Plan

3.2 Upgrade Gimmel Records Management

Gimmel will configure and onboard the Lexington-Fayette Urban County Government for and upgrade from R3.5 Infolinx application to the standard Gimmel Physical R3.11 application.

Assumptions

- Migration to the standard Gimmel Physical R3.11 application. Customizations within the existing R3.5 application will not be migrated. The execution of this SOW confirms Lexington-Fayette Urban County Government understands the customizations in their R3.5 application will not be in the standard R3.11 application.
- Data cleansing (if applicable) will be performed by the Lexington-Fayette Urban County Government.
- No additional updates/adjustment will be made to the application.

Onboarding Tasks

The onboarding includes the following deliverables:

- Software Installation Environment
 - Cloud Platform: Provide upgrade from R3.5 to Gimmel Physical R3.11 standard software.
 - Will include the following enhanced functionalities: Space Management, Advanced Retention, and Legal Holds.
 - Migration of 8 concurrent and 2 named seat licenses.
 - A UAT Environment will be set up for testing and then removed after production.
- Security
 - Gimmel can integrate with the following Identity Management/Single Sign On (SSO) technologies:
 - Okta
 - Azure Active Directory (AD)
 - Microsoft Active Directory Federation Services (ADFS).
 - SAML2-based Identity Providers (IdP)
 - An unlimited number of role-based security groups may be configured by the client and optionally integrated with client LDAP, single-sign on architectures. All application functionality, as well as data at table, row, or field levels may be restricted. Conditional functional restriction based upon record meta-data is also supported.
- Data Migration
 - Provide one (1) test conversion of legacy data into Gimmel Physical for UAT environment.
 - Provide one (1) final conversion of legacy data into Gimmel Physical for Production/Go-live.
- Client Data Delivery Expectation
 - Based on data analysis provided by Gimmel, the client may need to provide data in Gimmel defined format/layout for migration.
- System Configuration
 - Migrate existing application configuration without customizations.
- Report Design
 - Provide stock reports.
 - Ability to create reports via Microsoft Report Builder.
- Label Design
 - Migrate existing black and white labels.
 - Ability to design black and white labels via Microsoft Report Builder.
- Standard Functionality
 - Browser Based Intuitive Interface based on Web 2.0 standards and browser agnostic.

- Retention Schedules, Legal Holds Management, and Space Management.
- Time, event, and event/time-based series are all supported.
- Fully Integrated Barcode and Radio-Frequency Identification (RFID) Technology
- Robust Searching Capability: global and field level.
- Item request capabilities with automated email notification are included.
- Check-in/Check-out/Transfers of Items.
- Comprehensive Audit Trail including detailed, permanent history of all data activity is maintained and includes user id and date/time stamp for each action.
- Bulk Add and Update Capabilities.
- Space Management for onsite record centers.
- Training
 - User Acceptance Training: Up to 4 hours of remote training on standard functionality for client to complete UAT. Remote training can include application training for administrators and/or IT users, and dedicated end user training.

3.3 Project Closeout

Gimmel wants to provide the appropriate Lexington-Fayette Urban County Government staff with the ability to be as self-sufficient as possible following the end of the engagement. Gimmel also wants to ensure that all success criteria have been met and that the Lexington-Fayette Urban County Government is completely satisfied with the engagement.

Major activities performed include:

- Conduct project closeout meeting
- Review and confirm success criteria
- Review knowledge transition materials, if applicable

4 Roles and Responsibilities

4.1 Gimmel

The following table outlines the roles and responsibilities for Gimmel project team members. One team member may serve in multiple roles.

Role	Description
Project Manager	The Gimmel Project Manager is responsible for scheduling Gimmel resources at the right time within the project schedule. The Gimmel Project Manager works together with the Lexington-Fayette Urban County Government Project manager and is responsible for project oversight, project tracking, communication, overall quality assurance and ensuring the Lexington-Fayette Urban County Government satisfaction with the Gimmel Team and results. Works with the Gimmel team to ensure that the Lexington-Fayette Urban County Government expectations are met, and the project stays on time and on budget.
Product Specialist	The Gimmel Product Specialist will work with the Lexington-Fayette Urban County Government and the Gimmel team to configure and train on the Gimmel Product stack. The Gimmel Product Specialist will also work as a Senior Business Analyst for the purposes of gathering requirements for the Gimmel team.
Implementation Consultant	The Gimmel Implementation Consultant will work with Lexington-Fayette Urban County Government to provide training and assistance with configuration of Single Sign On.

4.2 Lexington-Fayette Urban County Government

The following table outlines the roles and responsibilities for the Lexington-Fayette Urban County Government project team members. One team member may serve in multiple roles.

Role	Description
Stakeholders	The Lexington-Fayette Urban County Government stakeholders (Project Manager, IT, Subject Matter Experts) that are required to participate in training, requirements gathering, and technical review. The stakeholders will be defined as a part of project initiation.

5 Schedule

Gimmel estimates the duration of the engagement to be approximately three to four months to complete implementation.

6 Pricing

Gimmel will provide the above services on a time and material basis for \$30,000.00. The table below describes the pricing for this engagement.

Workstream	Hourly Rate	Fees
Professional Services for upgrade.	\$250.00	\$30,000.00
Total for Upgrade:		\$30,000.00

7 Assumptions

The project scope, approach, timeframe, and fees in this SOW are based on the following.

General

- All pricing is in US dollars (USD).
- Normal business hours are defined as 8:00 AM to 5:00 PM EST, Monday through Friday, excluding published the Lexington-Fayette Urban County Government holidays.
- Any change in the specified scope of work, services, schedule, fees, or any other matter addressed in the statement of work must be mutually agreed upon by the parties in writing as part of a Change Order.
- Any delay by the Lexington-Fayette Urban County Government that impacts either the critical path of the project or results in more than one business day delay will be tracked by Gimmel and may be the basis for a change in scope which will require a Change Order.

The Lexington-Fayette Urban County Government Responsibilities

- Timely review and approval of all deliverables are required in order to meet the timeline of the project
- Provide a project sponsor and timely access to key business process owners, subject matter experts, support personnel, and participants for the solution. The Lexington-Fayette Urban County Government resources will be primarily responsible for communication and scheduling time with Subject Matter Experts as well as handling meeting logistics.
- Form a skilled, focused core team committed to the project. This team will be available to perform all responsibilities associated with the core team for the duration of the project.
- Participate in all scheduled status meetings and working sessions
- Provide written documentation to authorize any change in scope and approve completion of project activities by signing off on applicable project documents as completed activities occur

8 Signature Page

AGREED AND ACCEPTED:


Gimmel LLC

By:

Name:

Title:

Date:


Mark Johnson
CEO/COO
6/24/2022


Lexington-Fayette Urban County Government

By:

Name:

Title:

Date:


Linda Gorton
Mayor
6/27/2022



Gimmel LLC - Software Order

24 Greenway Plaza, Suite 1000
Houston, TX 74046

Customer Name : Lexington-Fayette Urban County Government
Street Address : 200 E. Main Street
City : Lexington
State : Kentucky
Zip : 40507
Client Country : USA

Sales Quote # : VP-LUN-071321-2

Date of Quote : 3/28/2022
Quote Expiration : 4/28/2022

Currency : USD

Customer Contact : Shamara Jackson
Email : sham@lun2018lexingtonky.gov

Quoted By : Shaun Gaffney

Product Family	Product Description	License Type	Quantity	Term (Yr)	Unit Price	Extended Price
Gimmel Physical	Gimmel Physical, P2 <i>Request/Return, Retention/Disposition, Legal Holds, Barcode Tracking, Labeling Space Management, Billing Module, File Connect, and Supply Item Request</i>	SaaS	50	1	\$ 375.00	\$ 18,750.00

Current Term Dates 10/25/2021 - 10/24/2022
Amount due upon execution will be pro-rated to reflect term dates

Current Annual Total	12,300.00
Incremental Increase \$	6,450.00
Future SaaS Total \$	18,750.00

Upon acceptance of Sales Quote by Customer's Authorized Person or receipt of Customer Purchase Order, the Quote or PO shall serve as the "Order Form" between Customer & Gimmel.
This Sales Quote incorporates by reference and is governed by the Terms & Conditions of the Agreement by and between Gimmel and Customer.

Purchase Order # :

CUSTOMER AUTHORIZED SIGNATURE

GIMMAL AUTHORIZED SIGNATURE

Shipping method: electronic software delivery
Payment terms: 30 days
Fees made payable to: Gimmel LLC
Currency: All figures USD.
Applicable taxes are not included in quotations

*Information contained in this quote is confidential only for Lexington-Fayette Urban County Government