

Master Services Agreement

This Master Services Agreement, including the above engagement letter, the exhibits and any executed Statement of Work ("SOW"), (collectively, the "Agreement") is entered into and effective as of December 1, 2023 (Effective Date) between City of Lexington, Kentucky ("you" or "Client") with its principal place of business located at 200 E Main St Lexington, KY 40507 and Interpersonal Frequency LLC ("Interpersonal Frequency" or "IF"), a Virginia limited liability company with its mailing address at PO Box 51, McLean, Virginia 22101 (each a "Party" and collectively the "Parties").

Whereas

1. Services

1.1. Services. Interpersonal Frequency shall provide such services to Client as set forth in a statement of work executed by an authorized representative of both parties (once so executed, a "SOW") (the "Services"). For clarity, "Services" are specific to a given SOW. The initial SOW between the parties, if any, is attached hereto as Exhibit A to this Agreement. Each SOW shall be deemed incorporated into this Agreement by reference. All Services shall be performed in accordance with the terms and conditions of the body of this Agreement and the applicable SOW. In the event of a conflict between the body of this Agreement and the terms of a given SOW, the terms of such SOW shall govern with respect to such SOW. Any change in the scope of Services of a given SOW shall be agreed upon in writing by the Parties. Interpersonal Frequency shall have no obligation to perform any services, including in connection with any requested change, until the Parties have expressly agreed in writing on all relevant terms, including any change on Interpersonal Frequency's fees. Client agrees that Interpersonal Frequency's performance is contingent upon Client's timely and effective performance of its responsibilities, decisions and approvals. Interpersonal Frequency may rely on all decisions and approvals of representatives of Client.

2. Term and Termination

2.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2027, unless earlier terminated under Section 2.2 below ("Term"). Except as otherwise specified in Exhibit A or an applicable Statement of Work, each Term shall automatically renew for the same duration as the initial Term, subject to any applicable increase in Fees, unless either party gives the other notice of non-renewal at least 30 days prior to the end of the expiring Term. The term of each SOW shall be governed by such SOW. "Termination Date" shall refer to the final day this Agreement or the applicable SOW remain in effect.

2.2. Termination for Convenience. Either party may terminate this Agreement for convenience without cause upon giving the other party thirty (30) days prior written notice. Such termination for convenience of this Agreement shall automatically terminate any pending SOW as of the end of such notice period unless the SOW expressly (i) states that the termination of this Agreement shall not terminate the SOW; and (ii) provides a different termination date for the SOW. In such case, this Agreement shall remain in effect solely as to such SOW(s) so long as it remains in effect. In addition, either party may terminate any SOW for convenience without cause (and without terminating this Agreement) upon giving the other party thirty (30) days prior written notice.

2.3. Termination for Cause, Insolvency. Either Party may terminate this Agreement, or any individual SOW: (a) for a material breach of this Agreement or any SOW (including Client's failure to pay any amount due), that is not cured (if curable) within thirty (30) days after its receipt of written notice of such

breach; (b) immediately upon written notice in the event the event of conduct of the other Party that is illegal, unethical or damaging to the reputation and good name of the terminating party; or (c) immediately if the other party: (i) terminates its business activities or becomes insolvent; (ii) admits in writing to the inability to pay its debts as they mature; (iii) makes an assignment for the benefit of creditors; or (iv) becomes subject to direct control of a trustee, receiver or similar authority. The termination of the Agreement under this Section 2.3 shall automatically terminate all SOWs, even if such SOW provides otherwise in accordance with Section 2.2. For clarity, the terminating Party may choose to terminate one or more SOWs, but not this Agreement, pursuant to this Section 2.3.

2.4. Obligations During Notice Period. In the event of any notice of termination for convenience of an SOW pursuant to Section 2.2, or notice of breach with opportunity to cure under Section 2.3, both Parties shall continue to perform their obligations during such thirty (30) day notice period, unless the Parties expressly agree in writing otherwise. Client shall pay all fees as they come due and reimburse all Interpersonal Frequency expenses Interpersonal Frequency is otherwise entitled to reimbursement under the terms of this Agreement or the applicable SOW.

2.5. Obligations Upon Termination. Following the termination (i.e., the Termination Date) of a given SOW (or the entire Agreement and all SOWs subject to Section 2.2), by either Party for any reason, Interpersonal Frequency and will have no further obligation to provide any Services to Client under the terminated SOW(s). The Client will immediately pay Interpersonal Frequency all fees due, and expenses incurred, prior to the Termination Date of such SOW(s). Interpersonal Frequency shall be entitled to retain or recover any Deliverables (defined below) until such payment is made. This right shall be in addition to any other remedies it may have at law or in equity. In addition, following any such termination, or any prior time at the disclosing Party's request, the receiving Party shall promptly return, at its own expense, all data, materials, documents, Confidential Information and other property of the other Party held by it and shall not retain any copies thereof; provided, Interpersonal Frequency may retain a copy of such documents and information for its internal administrative and/or recordkeeping purposes.

3. Fees and Payment

3.1 Fees and Expenses. Interpersonal Frequency's fees for the Services shall be set forth in the applicable SOW. Generally, a given SOW will provide that fees are based on: (i) milestones and an estimate of the total hours of work required to achieve such milestones; (ii) hours worked based on the billing rates of IF personnel; (iii) a specified period Services, e.g., a monthly, quarterly or annual fee, or (iv) on such other agreed basis set forth in the SOW. Hourly billing rates, including blended rates, shall be subject to change by Interpersonal Frequency, but no earlier than the one-year anniversary of the effective date of the SOW and annually thereafter. In addition to the fees for Services, the Client will also reimburse Interpersonal Frequency for its actual, reasonable out-of-pocket expenses incurred in performing the Services. Interpersonal Frequency will provide Client reasonably supporting documentation upon Client's request.

3.2 Invoicing and Payment. Interpersonal Frequency will invoice Client for Services rendered and expenses incurred. The timing of invoices will generally depend on the basis of the fees in the applicable SOW. In the case of hourly fees, Interpersonal Frequency will generally (but not necessarily) provide invoices monthly. Payment of each invoice will be due 30 days from the date of the invoice. Invoices submitted by Interpersonal Frequency to Client are deemed accepted and approved unless disputed by Client within thirty (30) calendar days of Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client agrees to fully pay the undisputed portion of the invoice. Interpersonal Frequency's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor constitute an accord and satisfaction. If Client fails to pay an invoice when due, Interpersonal Frequency may suspend performance of the Services under such SOW and if such non-payment continues, terminate the SOW and/or this Agreement.

3.3 Estimates. Unless expressly stated to be "fixed" in the SOW, all fees are estimates. This includes milestone fees and any statement of total fees for an SOW or any portion of an SOW. Fees that are determined by month, quarter or year, without reference to hours worked, shall be treated as fixed fees, not estimates, if the SOW expressly so provides that such fees are "fixed."

3.4 Taxes. Unless otherwise exempt from payment of taxes, Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any tax based on Interpersonal Frequency's net income) assessed on the Services and/or work product and/or deliverables produced under any SOW, including taxes any government agency assesses on tangible personal property acquired by Interpersonal Frequency for use by Client.

4. Ownership Rights; License; Restrictions; Non-Exclusive.

4.1. Ownership Rights.

Interpersonal Frequency uses, and has used, software, software-related components and other materials that is "open source" code ("Open Source Software"). Such Open Source Software is subject to the terms and conditions of one or more open source end-user, license or other such agreements ("Open Source Agreements"). Client's use of the Services, and all of Client's rights under this Agreement, are subject to such Open Source Agreements. Nothing in this Agreement limits Client's rights or obligations under, nor grants Client any rights that supersede or are inconsistent with the terms and conditions of any Open Source Agreement (this paragraph, the "Open Source Provisions"). In the event of a conflict between these Open Source Provisions and any other provision of this Agreement or any SOW, the Open Source Provisions shall prevail.

As between the parties, Client shall own all right, title and interest in Client's pre-existing materials or data that are provided by Client to Interpersonal Frequency pursuant to an SOW. Similarly, as between the parties, and subject to the Open Source Provisions, Client shall own all right, title and interest in the original components of any work product created by Interpersonal Frequency pursuant to at Client's request set forth in the SOW and delivered by Interpersonal Frequency to Client pursuant to such SOW ("Deliverables").

As between the parties, and subject to the Open Source Provisions, Interpersonal Frequency and its licensors will retain exclusive ownership of the following (collectively "Interpersonal Frequency Materials"): (i) all pre-existing works, inventions, technology, data, materials, documents or templates of Interpersonal Frequency, including but not limited to those incorporated or used in association with the design and development of any Deliverable; (ii) any works created by Interpersonal Frequency pursuant to its performance of the Services, including, but not limited to, any proposed, draft, or preparatory materials, that are not incorporated into the Deliverables; and (iii) all (a) derivatives, improvements, enhancements or extensions of Interpersonal Frequency Materials, and (b) all ideas, concepts, know-how, and techniques, that Interpersonal Frequency may use, conceive of or first reduce to practice in connection with the Services that are not uniquely applicable to Client.

Upon payment of all fees due for the Services, Interpersonal Frequency will grant to Client a non-exclusive, non-transferable, revocable, royalty-free and paid-up license to use Interpersonal Frequency Materials as incorporated in the Deliverables for the intended purposes of such Deliverables. The City of Lexington will own their website codebase, database, and assets.

4.2. All Rights Reserved. Interpersonal Frequency reserves all rights not expressly granted in this Agreement, and no rights are granted to Client under this Agreement except as expressly set forth in Section 4.1 above.

4.3. Restrictions. Client shall not, nor allow any of its employees, contractors or agents, to: (a) make the Services or available to any third party ; (b) sell, resell, rent, lease, modify, translate or create derivative works of any part of the Services; (c) decompile, reverse engineer or reverse assemble any portion of the Services; or (d) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

4.4. Non-Exclusive. This Agreement shall not limit Interpersonal Frequency's ability to provide to other clients services, or developing materials, that are competitive with those developed or provided to Client under this Agreement, regardless of any similarity between such services or materials. Subject to the confidentiality restrictions contained in Section 5, Interpersonal Frequency shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the Services, on behalf of, and include in its services to, other clients.

5. Confidentiality

5.1. Confidential Information. "Confidential Information" means any confidential or proprietary information of the disclosing Party that is disclosed in any manner to the receiving Party including any such information that at the time of disclosure: (a) is marked as being "Confidential" or "Proprietary," (b) is otherwise reasonably identifiable as confidential or proprietary information, and/or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary. Confidential Information includes the terms of this Agreement and all types of non-public proprietary technical or business information, including data, algorithms, methodologies, strategies, specifications, reports, pricing, marketing information, software, trade secrets, client-related information, and other types of nonpublic information. Confidential Information does not include information that (i) is or becomes public without breach of this Agreement through no fault of the receiving Party, (ii) the receiving Party was lawfully and demonstrably in possession of prior to receiving it from the disclosing Party, (iii) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party's Confidential Information, or (iv) the receiving Party receives from a third party without any restrictions on disclosure and without breach of a nondisclosure obligation. The Confidential Information of each Party is the property of that Party. Unless expressly stated otherwise in this Agreement, the receiving Party obtains no right, title, interest, or license in or to the Confidential Information of the disclosing Party.

5.2. Duty of Confidentiality. Each Party shall hold the Confidential Information of the other Party in strict confidence. Each Party will use the same degree of care to protect the disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature and will, in any event, use at least reasonable care. In addition, each Party shall (a) hold in confidence the Confidential Information of the other Party; (b) use such Confidential Information only to perform or to exercise its rights under this Agreement; and (c) not transfer, display, convey or otherwise disclose or make available such Confidential Information to any person or entity except to its personnel on a need-to-know basis, provided such personnel are under confidentiality obligations substantially similar as the terms in this Agreement.

5.3. Permitted Disclosure. The receiving Party may disclose the Confidential Information of the disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action, provided that (a) the disclosing Party is notified in writing prior to disclosure of the information and given reasonable opportunity to obtain a protective order, and (b) the receiving Party assists the disclosing Party, at the disclosing Party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information.

6. Representations and Warranties

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite power and authority to enter into and perform under this Agreement; and (b) its execution of and performance under this Agreement does not and will not violate any applicable law, rule, regulation, order, or judgment, or result in a breach or constitute a default under any material agreement to which it is a party or by which it is bound.

6.2. Interpersonal Frequency Warranties. Interpersonal Frequency warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall: (a) be performed in a professional and workmanlike manner in accordance with applicable commercial standards; and (b) not, to the best of Interpersonal Frequency's knowledge, violate or infringe upon any presently issued United States patent, copyright, trade secret or other intellectual property right of a third party that existed at time of the completion of Services.

6.3. Disclaimer.

EXCEPT FOR THE FOREGOING WARRANTIES, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE FOREGOING WARRANTIES ARE MADE FOR THE BENEFIT OF CLIENT ONLY AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UPON ACCEPTANCE OF DELIVERABLES, CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE USE OF THE DELIVERABLES TO ACHIEVE THE CLIENT'S INTENDED RESULTS.

7. Indemnification

7.1. Indemnification. To the extent allowable by Kentucky law, each Party will indemnify, defend, and hold the other Party and its officers, directors, owners, managers, members, employees, and agents (the "Indemnified Party") harmless from and against all third-party claims, demands, causes of action, debts or liabilities (to such third party) (including reasonable attorneys' fees and expenses) (collectively "Claims") to the extent those third-party Claims arise from (a) a material breach by the indemnifying Party of this Agreement; or (b) the Indemnifying Party's gross negligence or willful misconduct. This shall not be deemed a waiver of Sovereign Immunity or any other third party defense.

7.2. Procedure. The Indemnified Party shall promptly notify the Indemnifying Party when it becomes aware of any Claim, provided that any delay in providing such notice shall not relieve the Indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, it was prejudiced by the delay. The Indemnified Party shall reasonably cooperate with The Indemnifying Party in the defense of such Claim at the Indemnified Party's expense. The Indemnified Party may participate in the defense at its option and expense; provided that the Indemnifying Party shall have the right to control the defense and all negotiations relative to the settlement of any such Claim, including without limitation selection of counsel, and provided further that no settlement imposing any affirmative or negative obligations on the part of the Indemnified Party, including any settlement that includes (i) admission of liability or wrongdoing by the Indemnified Party; (ii) payment of any amounts not covered by the Indemnifying Party's indemnity obligations; (iii) actions that affect the Indemnified Party's Intellectual Property Rights, may be made without the express written consent of the Indemnified Party, which may be withheld in the sole discretion of the Indemnified Party; and provided further that in conducting such defense or settling such claim or action, the Indemnifying Party shall not disclose or use in an improper or manner not authorized under this Agreement the confidential information of the Indemnified Party without the Indemnified Party's prior written consent.

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST DATA OR CONTENT, LOST PROFITS, LOST INCOME, BUSINESS INTERRUPTION EVEN IF ADVISED OF SUCH POSSIBILITY AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

EXCEPT CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, THE TOTAL LIABILITY OF EITHER PARTY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL FEES PAID IN THE PRIOR TWELVE MONTHS BY CLIENT TO INTERPERSONAL FREQUENCY PURSUANT TO THE SOW GOVERNING (OR IN THE EVENT THE SERVICES ARE NOT BEING PERFORMED UNDER A SOW, THEN WITH RESPECT TO THE PROJECT RELATING TO) THE SERVICES GIVING RISE TO SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY KENTUCKY LAW, REGARDLESS OF ANY STATUTE OR LAW THAT CONTAINS A LONGER STATUTE OF LIMITATIONS, ANY CLAIM OR CAUSE OF ACTION AGAINST EITHER PARTY ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR BE FOREVER BARRED.

9. Non-Solicitation Employees and Contractors; Subcontractors

9.1. Non-Solicitation. The Parties agree that, during the Term of this Agreement and for a period of twelve months after the termination of the Agreement, neither Party shall, directly or indirectly, hire, engage, employ, negotiate the employment of, or solicit the employment or engagement of, employees or contractors of the other Party (including those employed by or providing services to the other Party in the six months prior to the termination of this Agreement) without the written consent of the other Party; provided, however, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section.

9.2. Use of Subcontractors. Interpersonal Frequency may use affiliates or subcontractors to perform the Services, provided that Interpersonal Frequency remains responsible for the performance of the Services.

10. General

10.1. Publicity. Interpersonal Frequency may reference Client by name as a client of Interpersonal Frequency for general marketing purposes and in its responses to requests for proposals.

10.2. Notices. Any notice or other communication under this Agreement shall be in writing, with a copy sent by e-mail, and shall be given by delivery in person, by transmission of a legible facsimile copy, by nationally recognized overnight courier or by registered or certified mail, postage prepaid to the address set forth above below or such other address as such Party may give to the other Parties by notice pursuant to this Section. Such notice shall be deemed effective upon: (a) the date such notice is personally delivered, (b) the date of scheduled delivery if sent by overnight courier, or (c) the date such notice is transmitted by facsimile, if such transmission is prior to 5:00 p.m. New York time on a business day, or the next succeeding business day if such transmission is otherwise.

10.3. Relationship of Parties. The relationship between the Parties will solely be that of independent contractors. No Party shall have the authority to bind, represent or commit the other Party. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, fiduciary, agency or employment relationship between the Parties.

10.4. Force Majeure. In no event shall either party or any Authorized User be liable, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond either party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

10.5. Dispute Resolution. If any dispute arises under or in connection with this Agreement that the Parties are unable to resolve after having attempted to do so in good faith, either Party by written notice may request that such dispute be submitted to a single arbitrator in accordance with the Rules of the American Arbitration Association applicable to commercial arbitration. If the Parties so agree, the arbitrator shall be determined by mutual agreement of the Parties. The decision of the arbitrator shall be non-binding upon the Parties. Each Party shall pay the fees and expenses of its counsel and its witnesses. The Parties shall share equally the fees and expenses of the arbitrator. The requirements of this Section are not intended to prevent either Party from seeking or obtaining temporary or permanent injunctive or other equitable relief from a court of competent jurisdiction in accordance with Section 10.7 to preserve its rights.

10.6. Intentionally Deleted.

10.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and interpreted according to the laws of the State of Kentucky without regard to conflicts of law principles. Any dispute or claim arising under, or in connection with the subject matter of this Agreement, that may be brought in a court under Section 10.5 above, shall be brought and heard exclusively in the state or federal courts located in Lexington, Fayette County, Kentucky.. For any matter that may be brought in a court under Section 10.5, the Parties irrevocably consent and waive all objections to the exclusive jurisdiction of the state or federal courts located in Lexington, Fayette County, Kentucky.

10.8. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that (a) either Party may assign this Agreement without the other Party's consent in connection with a merger, reorganization, or to an entity that purchases all or substantially all of the assigning Party's assets and agrees to assume all of the assigning Party's obligations under this Agreement, and (b) Interpersonal Frequency may assign this Agreement to an affiliate. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.9. Modification and Waiver. This Agreement may not be modified or amended, nor may any provisions of this Agreement be waived, except by an instrument in writing signed by the Parties. No written waiver will be deemed to be a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

10.10. Waiver; Severability. Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver may be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise

unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the Parties.

10.11. Survival. The terms of Sections 2.2, 2.3, 3.4, and articles 4, 5, 6, 7, 8 and 9 and such other sections of this Agreement which by their nature are intended to extend beyond termination, shall survive termination of this Agreement for any reason.

10.12. Entire Agreement. This Agreement, including any exhibits and executed Statements of Work, constitutes the entire agreement between the Parties regarding this Agreement's subject matter and supersedes all oral or written prior agreements, representations, proposals, discussions, and communications related to this Agreement's subject matter. Client acknowledges that it is not relying and has not relied on any oral or written statements or representations that are not expressly set forth in this Agreement and those documents expressly referred to herein.

10.13. Insurance. Interpersonal Frequency shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence of Interpersonal Frequency in performing the Services, including workers' compensation, public liability, property damage, and automobile liability insurance. Upon Client's written request, Interpersonal Frequency will produce a certificate of insurance demonstrating such coverage.

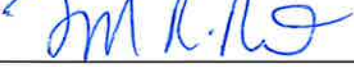
10.14. Time for Making Claims. The Parties agree that any claim arising under, or in connection with, this Agreement will not be valid unless such a notice of arbitration or an action seeking equitable relief is filed in a court of competent jurisdiction within one year after completion of the Services. In the event that Client fails to make any payment due under this Agreement, Client shall reimburse Interpersonal Frequency for its costs of collection, including court costs.

10.15. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

10.16. Counterparts. This Agreement may be executed in counterparts, including by signature pages provided by facsimile or other electronic format, each of which will be deemed an original which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

INTERPERSONAL FREQUENCY

By: 

Printed Name: HARISH R. RAO

Its: CEO

City of Lexington, Kentucky

By: 

Printed Name: Linda Gorton

Its: Mayor

**EXHIBIT A
STATEMENT OF WORK**



interpersonal
frequency

Statement of Work

For City of Lexington, Kentucky

CONFIDENTIAL

© 2023 Interpersonal Frequency LLC. All Rights Reserved.



Statement of Work

Exhibit A

This Statement of Work (“SOW”) is entered into effective as of December 1, 2023 (the “SOW Effective Date”) between Interpersonal Frequency, LLC, a Virginia limited liability company (“Interpersonal Frequency” or “I.F.”), with its mailing address at P.O. Box 51 McLean Virginia 22101 and City of Lexington, Kentucky, having its principal office at 200 E Main St Lexington, KY 40507 (“Client”). This SOW is entered pursuant to the Master Service Agreement dated December 1, 2023 (the “MSA”) which is hereby incorporated by reference into this SOW. Any capitalized terms set forth in this SOW that are not defined herein shall have the meaning set forth in the MSA.

This Statement of Work is effective as of the SOW Effective Date and shall remain in effect until December 31, 2024 unless terminated sooner, or extended, in accordance with the terms set forth in the MSA.

This SOW is organized into includes the following sections:

- A. Services.** I.F.’s Services (as defined below) are described in Section A below. The Services determine the scope of this SOW. The Services have two key parts. First, is I.F.’s detailed process for the creative collaboration among Client stakeholders and the I.F. team for the success of the Client Website. I.F. refers to this as its CitizenForward™ process. This process has been customized for Client as further set forth in Section A. Second, are the specific features that I.F. and Client have determined to implement for the Client Website. These are referred to as the Included Features and are set forth in the Features Table in Section A. The Features Table also sets forth the Features that will not be included in the Client Website.
- B. Milestones, Hours, Fees, Milestones and Payment.** Based on the scope of the Services in Section A, I.F. has determined the estimated total hours of work, the key milestones and the anticipated total fees for the Services. These are set forth in Section B. To help protect Client, Client is entitled to the CitizenForward™

Cushion which means an additional ten percent of such hours at no additional charge. The hours, fees and milestones are further described in Section B.

C. Client Responsibilities. The success of this project, and the hours, fees and milestones, depend on the Client's timely performance and its responsibilities. These are set forth in Section C.

D. Assumptions. Our proposed pricing and inclusions are based on the assumptions listed in Section D.

E. Exclusions. As noted, the scope of the Services is set forth in Section A. For clarity, and to help ensure alignment, a number of matters not included in the Services are expressly set forth in Section E.

F. Changes. Finally, the process for changes to this SOW are addressed in Section F.

Section A. Services

This SOW (together with the MSA) sets forth and governs the terms and conditions of the services that will be provided by Pursuant to this SOW, Interpersonal Frequency will to Client (the "Services"): developing, testing and implementing a new website for Client to replace Client's current website <https://www.lexingtonky.gov/> (the "Client Website") (the "Services"). The scope and terms and conditions of the Services shall be governed by the SOW and the MSA. As noted above, the Services include the Included Features set forth in the Features Table below. The Features Table also sets forth features that are not included in the Client Website. In addition, the Services also include I.F.'s CitizenForward™ process. The CitizenForward™ process entails the following five steps as described in greater detail, and customized for Client, further below:


- Discover
- Define
- Design
- Develop
- Launch

A.1 Discover


Task	Description	Included ✓ or Not Included ⊘
Project Kickoff	Our first meeting with your project team, led by your dedicated I.F. Project Manager.	✓
External Research	Voice of Citizen® Analysis Our first step to collect data on your current website. This proprietary platform helps us quantitatively understand how your website design and content is working for your users via artificial intelligence technology.	✓
	Heatmaps are a visualization tool used to track user engagement and behavior on a website, permitting an in-depth analysis of user interactions and identifying areas of improvement on the website.	✓
	The Behavioral Videos feature allows us to view recordings of real-user interactions on the website, providing insights into user behavior and areas for improvement.	✓
	Custom UX Research Customized research activities to dig deeper into the needs, wants, pain points, emotions, and motivations of current users interacting with your existing website. Examples include usability testing, card sorting, or tree testing. Includes 1 activity.	✓
	Community Survey	✓

	Creation of an additional digital community survey that could be shared, for example, by a printed and distributed QR code or email.	
	<p>Community Listening Session Guided virtual/remote focus group with community members that could be used, as an example, to target community members who do not currently use your website. It could also be used as an internal focus group. This line item requires your facilitation and recruitment of participants. Up to 3 I.F. team members will listen and document feedback during the session, and analyze the results.</p>	✓
Internal Research	<p>In-Depth Interviews In-Depth Interviews (IDIs) are structured, recorded interviews with key project stakeholders. Includes up to 5 interviews.</p>	✓
	<p>Internal Stakeholder Questionnaire This questionnaire is aimed to spur conversations with additional project stakeholders who don't complete an in-depth interview (above). This questionnaire helps us gather more clues about the communication goals and impacts that your high-level team members want to achieve with the new site. Limited to 10 responses.</p>	✓
	<p>Content Editor/Web User Survey Designed to gather feedback from your content editors and web users across your organization. Helps us understand your current workflow and governance strategy. Limited to 10 responses.</p>	✓
Content Services	<p>Existing Content Assessment An investigation of the top user pathways (up to 4) through your existing content, as determined by Voice of Citizen®. It includes a high-level analysis and strategy on how to improve those paths.</p>	✓

	<p>Content Manifest A chart of your existing content to help facilitate determining which content will move to the new site.</p>	✓
	<p>Content Intro Workshop Here we help you designate and align client team members who will participate and collaborate throughout the website redesign process on website content. They will be given roles like Content Focal, Migration Focal, Editing Focal and Trainer.</p>	✓
<p>Strategy Synthesis Workshops</p>	<p>A holistic look at your digital ecosystem and develop a comprehensive digital strategy for adjacent initiatives, projects, and action plans. Includes a comprehensive strategic planning document with a recommendations summary, detailed matrix of system requirements, goals, users task analysis, features and functionality, goal and measurement framework, plus immediate, short and long term needs and outcomes. Session recordings and all supporting documentation will also be delivered. Assumes 4, 90-minute sessions with up to 20 City team members.</p>	✓
<p>Discovery Summit</p>	<p>A culmination of the Discover phase. At this virtual summit, we dive into our research findings, what the results reveal about your current website, and how it aligns with our recommended goals for the redesign. The summit consists of:</p> <ol style="list-style-type: none"> 1. Research Presentation 2. Content Session 3. User Experience Session 4. Capstone: this is the presentation designated for the Experience Outline review and delivery 	✓

Reports	Roadmap Recommendations Report A report of areas identified during discovery that are not in your current scope of work. This includes research and design items that could be added to your project during implementation. This also includes projects to be completed after launch, as part of your Evolution & Support plan.	
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A.2 Define

Task	Description	Included ✓ or Not Included 
Experience Outline	A high-level picture of what we've uncovered through the Discover steps, including success metrics and KPIs. It becomes a touchstone for project alignment.	✓
Information Architecture Development	An information architecture (IA) is the structural design of shared information environments, which includes the organization, labeling, and navigation of content. Based on the data collected during the first phase of our engagement, we will create a new user-centric IA for your website, designed to improve the user experience and make it easier for visitors to find the information they need. Includes one (1) round of revisions.	✓
Wireframes	We build out the blueprint of your architecture as toneless visual representations of the structure, hierarchy, and messaging of key page templates and content types of your new website. Includes three (3) wireframes with one (1) round of revisions. Final round includes an additional two (2) standard wireframes.	✓

Content Services	Content Toolbox Our library of content strategy videos and resources. This includes access to the library.	✓
	Content Coaching Hour-long sessions designed to solidify your team's content knowledge and establish processes to support high-quality online content over time. Includes 5 sessions.	✓
	I.F. Content Writing/Editing Services While we develop your information architecture and wireframes, our content producers can also perform an extensive content cleanup of your website, including drafting, writing, and editing services. Our content producers would work to optimize your key pages for accessibility, usability, and search engines. This work also helps us test the new site's architecture and design with actual content to maximize fit and functionality. Includes 50 hours.	✓

A.3 Design

Task	Description	Included ✓ or Not Included ⊘
Design Services	Visual Design System A design system is a collection of design guidelines, principles, and tools that work together to create a cohesive and consistent user experience for your website. It includes elements like typography, color schemes, imagery, layout, and iconography. Our team will work with you to create this system and use it to build mobile-responsive page mockups for your feedback.	✓





	Includes creation and implementation of the design system elements, as well as 5 page mockups (including homepage) with one (1) revision.	
	<p>Design System Style Guide Visual documentation in the form of a detailed guide that outlines the structure of your site. It also includes content guidelines, component usage, and styling specifications. Guide includes detailed information on the content guidelines, component usage, and styling specifications of your website, including typography, color, and spacing. It serves as a reference for all stakeholders, including developers, designers, and content creators, to ensure consistency and coherence in the design and user experience of the website.</p>	✓
	<p>Interactive Prototype With this option, we create a clickable, interactive prototype of your website using your visual design system. We note that this prototype will not have the same functionality of the final site and should not be considered a “beta” version of the website.</p>	✓
Microsite Template	We will develop a user-friendly microsite template with their design guidelines, ensuring seamless integration and consistent branding. Template only.	✓
Community Validation Session	Return to your community group (from the Listening Sessions in Phase 1) to present your new website’s design and obtain feedback. Includes (1) round of revisions to Visual Design System.	✓

Usability Testing	Testing of the prototype with real-world potential users to evaluate whether or not people can use the interface. A presentation of your new website's design with guided questions to obtain feedback. Adds (1) round of revisions to the Visual Design System.	✓
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A.4 Develop

Task	Description	Included ✓ or Not Included ⊘
A.4.1 CitizenForward™ Content Management System		
Configuration of CitizenForward® CMS	Configuration determined using the agreed upon feature set below.	✓
Pre-production Hosting	Set-up of CitizenForward™ on I.F.'s Fulcrum Cloud Hosting platform.	✓
CitizenForward™ Editor User Interface	This interface is tailored to meet the needs of municipal and government entities Content Editors and Site Administrators. It includes pre-configured options for content approval workflows and User Roles, and is designed to simplify the process of managing and updating a government website. It's designed to be user-friendly and easy to navigate.	✓

CitizenForward™ User Roles	<p>This is standard and included. A User Role in CitizenForward™ refers to a set of permissions, responsibilities, and access rights that are assigned to an individual or group of users within a system or application. These roles are standardized and pre-configured to meet the needs of our customers. They are used to determine what actions a user can perform, what information they can access, and what features they can use within the software. We configure five (5) user roles for you:</p> <ol style="list-style-type: none"> 1. Anonymous role, which allows non-logged in users to navigate the site. 2. Authenticated role, which allows users to go from Anonymous to logged-in. 3. Content Editor role, which allows Authenticated users to make changes to the site but not publish content. 4. Content Publisher role, which allows Authenticated users to publish content as well as make changes. 5. Administrator role, which would have access to additional features and functions of the software. 	✓
	<p>Customized User Roles. Customize and enable User Roles for the purpose of custom permissions. This is an option and allows us to adapt the User Roles described above. Custom workflows may be required if this option is selected.</p>	⊘
User Authentication Method	<p>Internal User Authentication. This feature is standard and included. It refers to the software verifying user log-on credentials against the email and password in a database of authorized users in the software.</p>	✓
	<p>Multi Factor Authentication (MFA): Provides an additional level of security. Requires a user at log-on to provide both a password and a unique time based code sent via email or generated in a free</p>	✓

	<p>app (e.g., Authy, Google Authenticator, Microsoft Authenticator) on an authorized user's mobile device.</p>	
	<p>External User Authentication: A method of verifying a user's identity by using a client-provided third-party service or system, rather than the built-in authentication system provided by CitizenForward™, such as Single-Sign-On (SSO).</p> <ul style="list-style-type: none"> ● Supports common IAM providers, including Microsoft Active Directory, Azure (cloud-based) Active Directory, OKTA, or LDAP. ● By selecting this option, you agree for us to configure authentication using the following IAM provided by you: <p>_____</p> <p>An annual fee applies.</p>	
External User Registration	<p>External user registration refers to the process by which non-client users, such as members of the public, can create their own user accounts and register for access to certain areas or features of a website or application. This external user registration process utilizes standard authentication methods such as email and password, and may require additional verification steps such as email confirmation.</p>	
Built-in AP Style Guide Checker	<p>Develop a built-in AP Style guide checker and conversational language checker.</p>	
Content Templates	<p>Refers to a pre-designed layout that can be used to create multiple pages with a consistent look and feel. Includes up to five (5) templates that can be used to create different types of pages:</p> <ul style="list-style-type: none"> ● Basic page ● Landing page ● Department ● Article 	






	<ul style="list-style-type: none"> ● Event ● Location ● Person 	
Content Scheduling Workflow and Moderation	<p>Refers to the process of managing and controlling the creation, editing, and publishing of content on a website. The workflow includes several content stages: draft, ready for review, published and archived. Permissions for this workflow will be based on the User Roles, as described above. This is a standard configuration. Custom workflows and users are not included.</p>	✓
Alerts and Messaging	<p>These alerts are configured to appear at the top of all webpages. Our alert system supports three different levels of alerts:</p> <ul style="list-style-type: none"> ● Emergency: High-priority alerts that require immediate attention, such as severe weather warnings or public safety threats. ● Non-Emergency: Important alerts that require attention but are not critical, such as road closures or planned service outages. ● Informational: Low-priority alerts that provide information to the public, such as upcoming events or service disruptions. <p>Our alert system allows you to display up to two alerts at a time, and all alerts are visually consistent with your website's design system style guide parameters. These alerts can be scheduled. Text within these alerts will be limited to 128 characters and hyperlinks will be allowed. Limited to fixed iconography.</p>	✓
	<p>Dismissable Alert is a type of informational alert that can be closed or dismissed by the user. It will continue to appear on the website until it is manually dismissed by the user or until it expires based on a predetermined expiration date or time set by the administrator. This feature allows</p>	⊘

	<p>website users to acknowledge receipt of the alert and prevents the alert from blocking access to other parts of the website.</p>	
	<p>Department Specific Alert. A department-specific alert is an emergency alert that appears on only the pages of a designated department or sub-group within the organization. This type of alert allows individual departments or groups to communicate key updates or other important information across their section of the site only. All visitors to the department or group's webpages will see the alert.</p>	
Text Editor	<p>A WYSIWYG (What You See Is What You Get) text editor is an interface that allows users to create and edit content on a website in a format that closely resembles the final appearance of the content. This type of editor allows users to easily format text, insert images and videos, and embed rich media from the CitizenForward™ Media Library, all without needing to know HTML, CSS, or other coding languages.</p>	
Icon Library	<p>Included Core Icons. An icon library is a collection of pre-designed, reusable icons that are used to enhance the visual design of a website. Core Icons in our Visual Design System includes a library of icons that are preconfigured to be used throughout the site to help maintain consistency and cohesiveness in the visual design.</p>	
	<p>Custom Iconography. Custom Iconography refers to the creation of unique, custom-designed icons that are specific to an organization or brand. These icons are created to align with the visual style and guidelines established in the organization's Visual Design System Style Guide, and can be used to supplement or replace pre-existing icons in the icon library. Custom</p>	

	Iconography is available as an add-on service, with a limit of 25 custom icons included.	
Embedding Content	Embedding is a way to add videos, pictures or other information from other websites or sources directly onto your own website. This makes it easier for people visiting your website to see the information and improves their experience. Our platform makes it simple to do this by allowing you to add approved information without having to copy and paste it yourself. Approved content embed may include ArcGIS assets, and other media items.	✓
Lightboxes to Copy and Paste PDF Text	Develop lightboxes to copy and paste PDF text to reduce the need to upload PDF files.	✓
Forms and Data Collection	<p>Webforms. This refers to web-based tools that allow website users to input and submit information to a website or application. In CitizenForward™, we use Jotform (or equivalent), to create forms that can be embedded in web pages and used for various purposes such as surveys, contact forms, and service requests. These forms come with CAPTCHA enabled, which is a security measure that helps to prevent automated bots from submitting fake or spam data.</p> <p>This includes integration with Jotform (or equivalent) to enable the creation and use of webforms on the website. Includes up to 50 forms, 2,500 submissions, 250 monthly signed documents. Includes a 30 minute introduction session, limited to six (6) participants. Annual fee applies.</p>	✓

	<p>Anonymous File Upload. This refers to the ability for users to upload files to a form or survey without providing their personal information or logging in. This feature allows users to submit files, such as documents or images, as part of their form submission without having to provide their personal information. Anonymous file uploads are enabled using Jotform or an equivalent service and include a limit of 1GB total for all files uploaded, with a recommended number of file uploads of 25 per entry. This feature is useful for collecting information from users without requiring them to create an account or provide personal information.</p>	✓
<p>A.4.2 Event Management</p>		
<p>Basic Events</p>	<p>The CitizenForward™ Core Basic Events management feature allows for the creation and management of standalone events, with a start and end time that can span multiple days, displayed on the website. These follow Visual Design System Style Guide guidelines, ensuring a cohesive and consistent look and feel. The feature includes the ability to distinguish between different types of events. Additionally, the feature includes a Calendar view, which makes it easy to view upcoming events.</p>	✓
<p>Enhanced Events</p>	<p>The Event Duplication Feature in CitizenForward™ allows users to easily create multiple copies of an existing event, resulting in new, editable versions. This function streamlines the process of creating recurring events or events with similar information, eliminating the need to manually input data multiple times. Additionally, users have the flexibility to make changes to specific event information across multiple duplicated events simultaneously.</p>	✓

	<p>Events registration: The ability for users to register for an event or a series of events through the CitizenForward™ interface. This feature includes the following functionality:</p> <ul style="list-style-type: none"> ● Setting a maximum limit on the number of registrants for an event ● Option to add a waitlist for events that have reached their maximum capacity ● Automated notifications to users on the waitlist when a spot becomes available ● The ability to view and manage registered attendees for an event. 	✓
<p>A.4.3 Media and Document Management</p>		
<p>File Storage</p>	<p>The CitizenForward™ Media Library is a customized version of the Drupal Media Library. This is a feature that allows for the storage and organization of various types of media files, such as audio, documents, images, and videos. It includes the following functionality:</p> <ul style="list-style-type: none"> ● File uploads of the following types: mp3, wav, aac for audio, txt, rtf, doc, docx, ppt, pptx, xls, xlsx, pdf, odf, odg, odp, ods, odt, fodt, fods, fodp, fodg, key, numbers, pages for documents, png, gif, jpg, jpeg for images, YouTube, Vimeo for remote videos. ● No direct upload of video files is included. ● File size is limited to 50 MB. ● Allows for easy retrieval and management of these files for use in various parts of the website, such as events, pages, and blog posts. ● The library can be organized and sorted in various ways, such as by file type, date uploaded, or custom tags. 	✓

	<p>Digital Asset Manager (DAM) integration. This feature supports the integration of a third-party Digital Asset Manager (DAM), such as Canto, with the CitizenForward™ platform. This allows for the easy access and integration of external files, for use by Authenticated users through the WYSIWYG editor. Name of DAM to be integrated:</p> <p>_____</p>	
File Upload	<p>Our Single File Upload feature is standard. It allows users to upload one file at a time to the system. This feature is used to upload documents, images, videos, and other types of files that need to be stored and accessed on the website. The uploaded files can be used in various parts of the website, such as pages, posts, forms, and other components, to enhance the user experience and provide more information to the users.</p>	
	<p>Large File Upload. This feature allows for files larger than 50MB to be uploaded to the Media Library. This feature can be added on top of the standard Media Library, which has a 50MB file size limit. With this feature, you will be able to upload large files (up to 2GB file size) such as high-resolution images and engineering files needed for construction services/permits.</p>	
	<p>Bulk File Upload feature allows users to upload multiple files at once to the system, making it more efficient and convenient for uploading large amounts of files to the website.</p>	
Advanced Document Finder	<p>Allows users to search for public files, like board meeting agendas, using simple filtering options. Requires Bulk File Upload and Large File Upload features.</p> <p>Note: If this option is selected, we highly recommend Enhanced Search which would allow</p>	

	search within meeting agendas in the following formats: xlsx, docx, pdf.	
A.4.4 Mapping & Geo Services		
Mapping Service Support	Mapping Service Support allows for the integration of static map images using Leaflet JS (or a similar technology). This allows for the display of geographic information on your website, such as location markers, boundaries, and other map-based data. Specific map styles can be chosen to match your design system and provide a seamless user experience.	✓
Geocoding	Interactive map creation using geocoding services such as OpenStreetMap or equivalent to save and display location(s) on the website.	⊘
Geolocation	Determining the location of a site visitor by comparing it to a previously saved location using geolocation technology to provide customized content.	⊘
A.4.5 Search		
Standard Search	The search feature in CitizenForward™ uses SOLR (or a similar technology) to provide an efficient and powerful search experience for your website. This feature includes: <ul style="list-style-type: none"> ● Search query entry field, which may include either a static open box or a dropdown tray. ● The search results page will display pagination, a count of how many results for 	⊘

	<p>the searched term, linked titles, and summary text.</p> <ul style="list-style-type: none"> ● Sort options are included, including A-Z and Z-A. ● Filter options by content type (e.g., news or events) and department are included. ● Other filters or facets are excluded. <p>Additionally, the search can be configured to target specific sections of your website, such as news articles, events, or forms.</p>	
<p>Enhanced Search (Using Elastic SiteSearch or equivalent); replaces Standard Search</p>	<p>Includes Standard Search (features listed above)</p>	✓
	<p>Autocomplete feature: part of Enhanced Search, allows users to quickly find specific content on the website by providing suggestions of search terms while they type, based on what has been indexed or is being typed. This feature is limited to displaying a maximum of 20 suggestions at a time.</p>	✓
	<p>Automated spell checker feature automatically checks for spelling errors in your search queries and suggests correct spellings to improve the accuracy of your search results.</p>	✓
	<p>Additional Enhanced Search features included: Pinning specific results to the top, boosting values by keyword, controlling the weights of fields, creating synonym sets, removing results, analytics and insights for what is being searched and the failures.</p>	✓
	<p>Within-File Search: part of Enhanced search, provides the ability to index and search within file types, such as .doc(x) or .pdf, making it easy to find specific information within these files. This feature replaces the Standard Search and also</p>	✓




	greatly improves the user's ability to find the information they need.	
	<p>Facets & Filters: Facets and filters are tools used to refine and narrow down search results.</p> <ul style="list-style-type: none"> • Facets allow users to sort and group results by specific categories or attributes. • Filters allow users to exclude certain criteria from the search results. 	✓
A.4.6 Third-party Services		
Language Support & Translation	Default Language: The site will be built with support for English (US) as the default language	✓
	Google Translate: Third-party translation using Google Translate will be available, up to a maximum of 10 languages. Client must provide the necessary license for this service. Languages are displayed in English.	⊘
	Weglot: Translation service provided by Weglot (or equivalent) for up to 10 languages. This service allows for seamless translation of website content, providing a better user experience for multilingual audiences. Includes the display of language selectors in the native language. An annual fee applies.	✓
Siteimprove Integration	Siteimprove provides a tool for monitoring website accessibility, quality assurance like broken link checks, and content performance like readability. We will install Siteimprove Drupal module for a smooth integration with CitizenForward. A separate subscription to Siteimprove is required.	✓

Third-Party Custom Integrations	Custom Integration refers to the integration of external software or services into the website using APIs or other methods. This allows for the website to interact with and utilize the functionality of the external service.	OPT
CRM or Email Marketing Integration	Integration with popular CRM and email marketing platforms such as Mailchimp or Constant Contact using contributed Drupal modules. A subscription to the chosen platform will be required and provided by the client.	OPT
E-Commerce & Payment Integrations	Integration of third-party e-commerce platforms or payment gateways such as Shopify, WooCommerce, or Stripe, to enable online sales or payments on the website. A subscription to the selected platform or gateway will be provided by the client.	⊘
Webforms Integration	Integration with a third-party webform provider. To be assessed.	⊘
Google Tag Management	Tag management system integration using Google Tag Manager to manage and track website tags and analytics.	⊘
Web App Chatbot	A web-based chatbot that utilizes voice-to-text technology, allowing users to communicate with the chatbot through speech.	⊘
A.4.7 SEO & Social Media		
Social Media	Embed videos from popular streaming platforms, such as YouTube or Vimeo, directly onto your website for improved user engagement and social media reach.	✓

	Allow for easy social sharing of content to popular social networks like Twitter, Facebook, and more. Limited to specific content types within the CitizenForward™ platform.	✓
	Linking to third-party social media sites such as Facebook, Twitter, LinkedIn, Pinterest, Flickr, Vimeo, and YouTube, will be included in the website, allowing users to easily access these platforms. Limited to specific content types within the CitizenForward™ platform.	✓
	Social media content feeds are incorporated into the website from major platforms such as: Facebook, YouTube, Twitter, or Instagram. These are displayed directly on the website using the developer documentation, embed code or widgets provided by the platform. Refresh rates are governed by the third-party platforms.	✓
Redirects and Path Aliases	URL Redirects: Create custom URL redirects and automatically generate URL paths for pages and content.	✓
Metatags	URL Aliases: The ability to create custom paths for pages, also known as URL aliases, which can be edited at the page level.	✓
Structured Content: Schema.org Tags	Schema.org Tags: inclusion of additional metadata, such as information about the website's content, organization, and relationships between different pages, in the HTML code of a website. This allows search engines and other software to understand the content of a website more easily and to display it in a more meaningful way. It also allows for rich snippets in SERP which can attract more traffic (e.g., library building / recreation center locations and hours would display in public search engine results).	✓

Sitemap	Automatic generation of XML sitemaps for improved search engine visibility, using a specialized module such as the Simple XML Sitemap.	✓
Menus & Breadcrumbs	Site navigation and breadcrumb trails, which provide clear and intuitive pathways for users to navigate and understand the structure of the website.	✓
A.4.8 Migration		
Content Migration (Text only)	I.F. will review your current website to identify which content is suitable for transfer and will export it to the new site. The process is designed to simplify the transition but some editing and adjustments may be necessary by the client. A one-time transfer of up to 500 pages is included.	✓
File Migration	I.F. will identify relevant file documents for migration to the Media Library for use across the website. We will export and structure the selected documents and upload them to your new site. This service is designed to streamline the migration process, but additional editing may be required for optimal placement and organization. A one-time service, with 100 files included in the package.	✓
Image Migration	The import and upload of a specific number of images to the new Media Library, ensuring that alternative text is provided for all images in accordance with CitizenForward™ guidelines. The client is responsible for providing alternative text, otherwise, it will be generated using AI. This service is a one-time offering and includes the upload of 50 images, with no additional curation.	✓

Specialized Migration Training and Support	For clients with a large volume of content (>500 pages), we provide a service to ensure a smooth transition. This includes a dedicated lead who will work closely with you at every stage of the process and 200 hours of support or training for content migration.	✓
One Time User Migration	Existing user accounts from an existing Drupal site will be migrated to the new CitizenForward™ site. This includes the transfer of user details such as username and email address.	⊘
Other One Time Migrations	Migration of any other type of content, files, entities, users or custom data from your previous website to the new CitizenForward™ website. This one-time service includes the assessment, export, and upload of the specified data and is designed to make the transition to your new website as seamless as possible.	⊘
Scheduled or Ongoing Content Upload	Ongoing or continuous migration of content, which is automated and scheduled on a regular basis.	⊘
A.4.9 Theming		
Theming	The creation of a customized theme for the website using the Visual Design System, based on the client-approved design.	✓
Third-party Designs	Integration of design elements provided by an external vendor into the Citizenforward™ site theme.	⊘

Co-Development	Co-development in which the client or a third-party vendor works alongside I.F. to create and implement the website design and functionality.	
Third-party Theming	The application of the Visual Design System to an existing third-party site, separate from the primary client site.	
Web Content Accessibility Guidelines (WCAG)	Compliance with WCAG 2.1 AA: adherence to the set of guidelines and standards set by the World Wide Web Consortium (W3C) to ensure that a website is accessible to users with disabilities.	✓
	Compliance with WCAG 2.1 AAA: adherence to the set of guidelines and standards set by the World Wide Web Consortium (W3C) to ensure that a website is accessible to users with disabilities at the AAA (currently highest) level. Requires dedicated ongoing client resources.	
CAPTCHA	Inclusion of a CAPTCHA field on all forms to prevent spam and protect against automated bots. Option for advanced CAPTCHA implementations (such as reCAPTCHA or hCAPTCHA) is available with client-provided API keys.	✓
A.4.10 Training		
CMS Training	<p>CitizenForward™ includes four standard sessions, in addition to the Content Intro Workshop training. These are conducted live via videoconference and recorded in easily digestible, topic-based segments:</p> <ul style="list-style-type: none"> • Site Administrator Training I and II. Up to 6 client core team members may attend. 	✓

	<ul style="list-style-type: none"> Content Editor Training I and II. Client core team plus up to 12 additional website content editors may attend. 	
Writing for the Web Workshop	A hands-on workshop for content editors, designed to teach them how to use a variety of tools to improve their content and plan for its ongoing maintenance and improvement. Half-day session. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 12 attendees.	✓
Advanced Content Editor Training	A more in-depth training for experienced content editors, covering advanced techniques for creating specialized content and managing the content workflows of the site. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 12 content editors can attend this training.	✓
UX Writing for Civic Sites	Learn how to create clear, concise content that guides users through common task pathways and improves their overall experience on civic websites. Two hour session. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 12 content editors can attend this training.	⊘
Service Improvement Workshop	A focused workshop designed to analyze and improve specific service-related pages, with the goal of better serving common needs and promoting user success. Half-day-session. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 12 attendees.	✓
SEO for Public Organizations	Learn how to go beyond the basics and make the most of your content when it comes to integrating with search engines and creating maximum visibility for your services and programs. Two-	⊘

	hour session. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 12 attendees.	
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A.5 Launch

Task	Description	Included ✓ or Not Included ⊘
User Acceptance Testing	The testing process to ensure the website functions properly across different device platforms, browsers, and operating systems, and any issues or bugs are identified and resolved before launch. I.F. will provide guidelines for UAT but the Client will conduct testing.	✓
Go/No Go Meeting	A final review meeting where the client and the development team will go through a pre-launch checklist of remaining tasks and ensure that the website meets all requirements before it is made live to the public. The client will give formal approval before the website is launched.	✓
Managed Launch	Includes guidance and coordination from our team (e.g., DNS changes, control-board procedures) to ensure a smooth and successful launch of your website.	✓
Bug-Fix Window	A two-week period in which our team will identify and fix any bugs that were discovered after the launch of the website. Prioritization of bugs will be based on their severity and impact.	✓

Launch Email Campaign	Our team will draft the text for a 3-part email campaign for you to send to your staff and stakeholders to prepare them for the new website, which will be sent by client staff.	✓
Submission to 3 Government Website Awards	After launch, our team will draft and submit your website to up to 3 government website award competitions.	✓

Section B. Hours, Milestones and Fees

The Milestone Table and Fees

Based on the scope of Services described in this SOW, the Client Website will require an estimated 1,950 hours of work by I.F.. This work is organized into the milestones set forth in the Milestone Table below. The Milestone Table also includes I.F.'s anticipated fees for each Milestone based on the hours allocated to each milestone at I.F.'s blended billing rate. The estimated overall schedule for performing the Services is nine months. The forgoing total hours, fees, and schedule are estimates. Client's diligent and timely performance of the Client Responsibilities is very important to achieving these. In addition, significant Client requests or changes in requirements may impact these estimates.

The CitizenForward™ Cushion

I.F. understands the importance of achieving the estimated fees. I.F. also understands that the CitizenForward process is by definition highly creative and collaborative and may result in changes to the Services. Based on the forgoing, as part of the CitizenForward overall process, I.F. provides Client a CitizenForward Cushion. This means that I.F. will provide an additional ten percent of the estimated total hours, or 195 hours, at no charge (the "CitizenForward Cushion").

Invoices and Payment

I.F. will invoice Client at the completion of each milestone. Each invoice will set forth (a) the fees for the current milestone, (b) the total hours through the end of such milestone provided by the Milestone Table, (c)) the number of CitizenForward Cushion hours set forth above, (d) the sum of total hours to date in the Milestone Table plus the CitizenForward Cushion hours, (e) I.F.'s actual total hours to date, and (f) the amount, if any, that the actual hours to date exceed the sum of hours set forth in (d) above (the

“Excess Hours”) and (g) any additional amount due based on the Excess Hours times the Client’s blended billing rate.

Milestone	Est. Fees	Est. Date
B.1 Discover (700 hours)		
Milestone 1: <ul style="list-style-type: none"> ● Project kickoff meeting ● Initiate Voice of Citizen® data collection 	\$45,875	January
Milestone 2: <ul style="list-style-type: none"> ● Content manifest initiated ● Initiate in depth interviews 	\$45,875	February
Milestone 3: <ul style="list-style-type: none"> ● Discovery Summit complete ● Project communication plan & schedule delivered 	\$45,875	April
B.2 Define (200 hours)		
Milestone 4: <ul style="list-style-type: none"> ● Experience outline delivered ● Sitemap and Wireframes initiated 	\$45,875	May
B.3 Design (250 hours)		
Milestone 5: <ul style="list-style-type: none"> ● Visual Design System Style Guide approved ● Design comps approved ● Final feature set approved 	\$45,875	June
B.4 Develop (700 hours)		

Milestone 6: <ul style="list-style-type: none"> ● Deliver configuration of standard Drupal 9 CitizenForward™ site features on I.F.-provided Fulcrum cloud servers ● Style tile / pattern library built out 	\$65,833	July
Milestone 7: <ul style="list-style-type: none"> ● Trainings delivered ● Open access for content entry 	\$58,375	August
Milestone 8: <ul style="list-style-type: none"> ● User acceptance testing initiated ● Launch planning initiated 	\$46,125	September
B.5 Launch (100 hours)		
Milestone 9: <ul style="list-style-type: none"> ● Site launch completed ● Bug remediation following site launch initiated 	\$167,950 (Evolution and Support and Hosting)	September

Section C. Client Responsibilities

Client is responsible for the following tasks to be outlined with specific deadlines in the project communication plan & schedule.

Discover Phase

- Install Voice of Citizen® on current site
- Provide access to Google Analytics (or equivalent)
- Identify up to six (6) members from stakeholder departments and organizations to act as the core team. Activities for the core team include:
 - Participate in the discovery workshop(s).
 - Participate in weekly meetings, discussions, and reviews (usually in a single feedback document or session).
 - Conduct User Acceptance Testing (UAT) across device platforms, browsers and operating systems following the testing training.

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- Identify In-Depth Interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews
- Identify Content Editor/Web User Survey participants and obtain responses.
- Designate a content team of Content Focals, Migration Focals, and Editing Focals who are responsible for:
 - Participating in the Content Intro Workshop
 - Gathering, writing, editing, and approving final site content.
 - Reviewing current site content and updating the content manifest to identify content to be migrated, content to be abandoned and new content to be created/content requiring updates.
 - Content migration focals are responsible for loading content onto the new Drupal site.
 - Content editing focals are responsible for editing and finalizing migrated content.
 - Content team begins to organize content that will be entered, migrated, or withheld from the new website.
- Core team and Content team participates in various workshops on user experience, design, and strategy

Define Phase

- Review and approve Information Architecture and Sitemap
- Review and approve Wireframes

Design Phase

- Provide existing style guides, brand guides, logos, and photos to be used for the Visual Design System Style Guide
- Review and approve Visual Design System and Mockups

Develop Phase

- Content team to review and clean up migrated CMS content (text, files, images) for accuracy
- Content team to enter content beyond the 500 page migration limit
- Content team to enter content beyond the 100 file migration limit
- Content team to enter content beyond the 50 image migration limit
- Determine 12 attendees for each Training session

Launch Phase

- Conduct User Acceptance Testing (UAT)

- Collaborate with I.F. for Launch Communication Plan
- Approve site for Launch
- Work with staff to provide DNS changes
- Identify post-launch issues to be addressed in bug fix sprint

Overall:

- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the project communication plan & schedule. If client approval is withheld, I.F. will provide additional revisions by utilizing, in order as applicable (1) the CitizenForward™ Cushion, (2) a reallocation of hours from other Services, or (3) the prevailing hourly rate of this Statement of Work. Should any of these be unsatisfactory, the contract will terminate per the MSA.
- Provide a single point of contact that manages day-to-day client responsibilities as noted above. A successful project will require a client-side project manager who is available ten to twenty (10-20) hours per week.

Section D. Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. CitizenForward™ (or “the system”) will be built using the Drupal 9/10 Content Management System and related Drupal modules as described in this proposal. No custom Drupal module development or API integration is included unless explicitly noted in our proposal, or those optional features are selected.
2. During development, I.F. will ask for feedback on specific designs and features at weekly client meetings. User acceptance testing (UAT) will occur prior to launch. Any post-launch issues will be reported, prioritized, and resolved during the post-launch bug fix window.
3. During the website bug-testing window, any client-reported bugs should be entered into the I.F. provided bug tracking system (not emailed) to ensure a prompt response.
4. The site will be tested to work with the last 2 major revisions as of the contract date unless otherwise indicated of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari, as well as the most recent iOS and Android mobile device browsers (IE11 is excluded). However, because Internet browsers are constantly undergoing significant changes, some browsers may have trouble rendering critical site content. I.F. cannot guarantee your site will function properly on those browsers if this occurs. This is particularly true if the content at issue is beyond your control (e.g., data derived from an API).

5. The Client is responsible for implementation of the new website style on third-party applications (“re-skinning”).
6. HTTPS must be enforced throughout the website and related PIRATE applications. The Client is responsible for ensuring this with other web applications.
7. The client agrees that I.F. may use the client’s name, trademarks, and captured graphic and video images, along with a general description of services performed, in the promotion and advertising of I.F. The Client also agrees to enable an unobtrusive hyperlink to the I.F. corporate website with the words “Powered by Interpersonal Frequency” at the bottom of the Client’s website. As such, a 10% discount to our fees have already been applied to this statement of work in return.

E. Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Content writing, editing, and manual content migration work performed directly by I.F., unless selected as an option.
3. User manuals.
4. Changes to information architecture, website design, or technical scope after approval.
5. Extra revisions for deliverables beyond those explicitly noted herein.
6. Custom Drupal module development unless explicitly noted herein.

F. Changes

This Statement of Work, may not be amended, changed or modified except as provided in the terms of the MSA.

Acceptance

AGREED and ACCEPTED:

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (“SOW”).

Interpersonal Frequency LLC ("I.F.")		City of Lexington, KY ("the Client")
Name	Harish R. Rao	
Position	CEO	
Date		
Signature		