

CITY WISE SOFTWARE LLC CITY SERVICE & LICENSING AGREEMENT

This Agreement, made and entered into on the ____ day of _____, 2026, by and between City Wise Software LLC (“City Wise”), a limited liability company located at 541 East Erie Street, Unit 305, Milwaukee WI 53202, and the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, 200 E Main Street, Lexington, KY 40507 (“LFUCG”) (each individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, City Wise has innovated a proprietary technology solution, consisting of a series of pages culminating in a dynamic, searchable database of available housing properties (henceforth known as the "Technology"); and

WHEREAS, LFUCG’s intention is to secure a license for the Technology from City Wise for the specified duration; and

WHEREAS, City Wise is inclined to grant LFUCG a nonexclusive license for the use of the Technology; and

WHEREAS, LFUCG wishes to grant City Wise the right to place listings from the Technology on LFUCG’s internet domain and subdomains.

NOW, THEREFORE, in consideration of the promises, covenants, and mutual agreements herein contained, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

A. Services:

1. City Wise shall establish and host a housing listing website (the “Listing Website”) for LFUCG on a subdomain of LFUCG’s main internet domain, lexingtonky.gov, including associated data, tables, and login pages as part of City Wise’s Technology.
2. City Wise warrants and covenants to provide the Services outlined in Schedule 1 to LFUCG in a timely, workmanlike, and professional manner. All Services are to be provided remotely unless otherwise expressly agreed to in writing by the Parties.
3. City Wise warrants and covenants that it will not have features of the Technology that permit anyone other than City Wise, LFUCG, or persons or entities that list properties (“Users”), from being able to publicly post anything on an internet domain or subdomain containing, in whole or part, the phrase “lexingtonky.gov”.
4. City Wise warrants and covenants that no advertisements will be used on any internet domain or subdomain provided to it pursuant to this Agreement containing, in whole or part, the phrase “lexingtonky.gov”.

5. City Wise represents and warrants that it owns all intellectual property rights necessary to provide the Technology to LFUCG.
6. City Wise warrants and covenants that it will not use anything protected by intellectual property law, in relation to this Agreement, without first acquiring the legal right to do so. City Wise understands and agrees that this Agreement is subject to the requirements of LFUCG's CAO Policy No. 57 (Branding, Logo, and Graphic Standards). City Wise understands and agrees that any use of LFUCG logos, the LFUCG official seal, LFUCG-owned graphics or assets, or any other LFUCG branding must be approved by LFUCG as required by CAO Policy No. 57, and LFUCG agrees that such approval shall not be unreasonably withheld.

B. Compensation for Services & Fee Distribution:

City Wise will handle the installation and customization of the Technology without charge to LFUCG. Through the use of the Technology, LFUCG incurs no obligation to purchase, order, or otherwise procure the Technology, except as provided in this Agreement. The fees, as detailed below, will be collected by City Wise through credit card processing within the Technology or directly by check.

1. Listing Fees: City Wise is authorized to collect payments from certain Users for posting available properties for lease or sublet (referred to as "Listing Fees"). Listing fees shall be collected only from Users who list more than twenty (20) units annually. Annually, City Wise shall remit to LFUCG on or before March 31 of each year an amount representing 10% of Net Listing Fees (defined as gross Listing Fees less credit card processing fees, sales expenses, and marketing expenses), which LFUCG shall use, in furtherance of housing-related purposes supporting this Agreement, for housing assistance which may include, but is not limited to emergency financial assistance, rent and utility assistance, Lexserv bill assistance, and/or relocation assistance.

City Wise shall provide LFUCG with a detailed annual accounting of all fees collected, including listing fees and other revenues. LFUCG shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

2. Other Fees: City Wise has exclusive rights to collect and retain any additional fees associated with the general use of the Technology from Users or other third-parties. City Wise is solely responsible for all Payment Card Industry (PCI) compliance matters related to credit card processing through the use of the Technology. City Wise shall provide LFUCG with a detailed annual accounting of all fees collected, including other fees. LFUCG shall have the right to audit City Wise's relevant records upon thirty (30) days' notice, not more than once per calendar year.

C. Taxes:

The charges and the distribution of fees outlined in this Agreement do not encompass or consider taxation. In the event that City Wise Software LLC is obligated to cover taxes such as sales, use, personal property, value-added, or any other taxes linked to the licenses or services specified in this Agreement, or related to LFUCG's utilization of services, LFUCG will not be invoiced for, or responsible for paying or settling such taxes.

D. Expenses:

Unless explicitly addressed, City Wise assumes responsibility for all expenses related to this agreement. All services are to be provided remotely unless otherwise agreed to in writing by the Parties. In the event that LFUCG requests on-site services beyond those specified in Schedule 1, LFUCG agrees to reimburse City Wise for travel and out-of-pocket expenses in adherence to LFUCG's Travel Reimbursement Policy. Since this agreement is at no cost to LFUCG, any on-site services beyond those specified in Schedule 1 that City Wise may perform shall require a separate contract.

E. Conduct:

LFUCG agrees to obligate its employees, while working in their official capacities, not to engage in the following activities:

1. Uploading, posting, storing, emailing, or transmitting any information, to or from the Technology.
2. Providing misleading information, creating false identities, or manipulating identifiers to mislead or disguise the origin of information stored or transmitted in or through the Technology.
3. Using City Wise, Technology's name, the Technology, or any portion thereof to promote any business, product, or service through unsolicited emails, spamming, harassing others, or any similar activities.
4. Attempting unauthorized access to data on the Technology, other entities' account information, or other computer systems, servers, or networks connected to the Technology.

F. Duration and Termination:

1. This Agreement shall commence on the date of its execution by the parties. This Agreement is executed and effective upon mutual signature and will endure for an initial period of three (3) years (referred to as the "Initial Term"), unless terminated by LFUCG at an earlier time as provided in this Agreement, and subject to sufficient funding being appropriated in future fiscal years. Subsequently, the Agreement will automatically renew for successive three (3) year terms (each termed a "Renewal Term") unless written notice to the contrary is given by one party to the other not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires, and subject to sufficient funding being appropriated in future fiscal years.

2. City Wise acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that any necessary funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG's obligations under this Agreement shall automatically expire without penalty to LFUCG thirty (30) days following written notice to City Wise. LFUCG shall exercise any application of this provision in good faith.

3. If either Party violates any term of this Agreement, or in the event of a material condition of non-performance by either Party to this Agreement, that Party shall be in default and the non-defaulting Party may cancel this Agreement upon fourteen (14) days written notice.

4. If termination was initiated by notice, City Wise shall remove all content from LFUCG's domain and any LFUCG subdomain by the date of termination.

5. Should any court determine that LFUCG must allow any natural person or entity of any kind, other than City Wise, to take up space or otherwise place content of any kind on LFUCG's website (including, but not limited to, any subdomain of LFUCG's website) for any reason related to LFUCG permitting City Wise access to LFUCG's website or any other reason related to this Agreement, this Agreement shall automatically terminate without notice or action by either Party. Termination shall not be delayed due to anyone's intention to appeal, the pendency of an actual appeal, or the lack of a final order in the case. Upon such termination, City Wise shall remove all content from the LFUCG's website, including the Listing Website, as soon as reasonably possible, but in no case longer than the shorter of fourteen (14) days after termination or by the time given by the court. If the aforementioned court determination concludes that LFUCG's website or domain has become a public forum, LFUCG's intention is to close the forum. Upon being served with a summons in a lawsuit seeking to expand access to LFUCG's website or domain, as described above, LFUCG will send City Wise notice of the suit.

G. No Public Forum

1. LFUCG does not intend, by means of this Agreement, to create a public forum on its website, or on a subdomain thereof. LFUCG does not intend to set open, or aside space on, its website for the public, or a portion thereof, to use for First Amendment activity.

2. City Wise shall indemnify, defend, and hold LFUCG and its officers, agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of LFUCG permitting City Wise access to its website, its domain and subdomains, or for any other reason related to this Agreement, including but not limited to, litigation under the First Amendment to the United States Constitution, the Kentucky Constitution, and the Kentucky Revised Statutes, as well as claims that the Technology has established a public forum.

H. Post-Termination Entitlements and Acquisition Choice:

Upon termination of this Agreement, both Parties remain obligated to fulfill any accrued payment obligations (e.g., fee-sharing or expense reimbursement). Unless otherwise specified in writing, the termination of this Agreement results in the termination of all licenses granted by either Party.

Certain provisions will survive the termination: Sections I.3, L, N, O, P.4, S, Y, Z, AA, BB, and HH.

I. Licensing of Intellectual Property:

1. **Limited Usage Rights:** City Wise extends to LFUCG a restricted, nonexclusive, non-sublicensable, and non-transferable license to electronically access and use the Technology. This authorization is exclusively granted under the terms specified in this Agreement and is applicable solely in conjunction with the Technology offered to LFUCG. The scope of this license encompasses software usage, access to a single knowledge base, and utilization of user documentation, all of which are proprietary to City Wise and are included within the meaning of the "Technology."
2. **Usage Restrictions:** LFUCG is prohibited from sublicensing or outsourcing the Technology to third-parties. Additionally, LFUCG may not employ the Technology for any competitive purposes related to the Technology. LFUCG will not modify, translate, reverse engineer, disassemble, or decompile the Technology. Any attempt to discern the source code for the operation of the Technology is also prohibited, except when necessary for interoperability with other independently created software or as mandated by law.

LFUCG is not allowed to generate derivative works derived from the Technology, any component thereof or the Proprietary Information.

In the context of this Agreement, "reverse engineering" refers to the scrutiny or analysis of the Technology aimed at uncovering its source code, sequence, structure, organization, internal design, algorithms, or encryption devices.

The term "Proprietary Information" encompasses all data, materials, text, photographs, music, video, software, sound, graphics, or any other information or materials, or portions thereof.

3. **Ownership:** City Wise maintains all rights, including title, copyright, and other proprietary rights in the Technology, irrespective of any modifications or updates. LFUCG does not gain any rights, whether express or implied, in the Technology beyond those explicitly outlined in this Agreement.

J. Database and Data Precision:

City Wise will establish a searchable database (referred to as the "Database") of properties, as detailed in Schedule 1.

K. Integration with City's Website:

LFUCG commits to appointing a member of its existing technology team to collaborate with City Wise in integrating the Listing Website into a subdomain of LFUCG's existing website using DNS-masking technology. This appointment extends only through initial integration, but in no case longer than forth-five (45) days post-execution.

L. Data Ownership and Storage:

All data entered into the Database ("Data"), irrespective of the contributor's identity and whether or not it appears on the housing website, is the sole property of City Wise. City Wise maintains all

title, copyright, and other proprietary rights in the Data. LFUCG maintains ownership of its website and domain, including any subdomains thereof.

M. Advertising:

City Wise warrants and covenants that it will not state, in any advertising, press release, promotional or sales material, or otherwise, that LFUCG endorses, owns, or otherwise supports City Wise or its offerings, such as the Technology. Notwithstanding the foregoing, City Wise may state that it offers property listings on LFUCG's website.

N. Non-disclosure:

Under this Agreement, the Parties may access information deemed confidential to each other ("Confidential Information"). Confidential Information is specifically confined to the Technology source code, the terms and pricing outlined in this Agreement, and any information explicitly identified in writing as confidential.

Confidential information excludes information that:

1. Becomes part of the public domain without any action or omission by the other Party.
2. Was lawfully in the other Party's possession before the disclosure and were not obtained directly or indirectly from the disclosing Party.
3. Is legally disclosed to the other party by a third-party without restrictions on disclosure.
4. Is independently developed by the other Party.
5. Is submitted to the housing website by LFUCG's residents or property listers.
6. Qualifies as "public record(s)" as defined under the Kentucky Open Records Act, KRS 61.870(2) and KRS 61.872 et seq., including all records prepared, owned, used, in the possession of, or retained by a public agency and subject to disclosure under applicable law.

Throughout the Agreement's duration and for a period of two (2) years thereafter, the Parties commit to maintaining each other's Confidential Information in confidence, to the extent permitted by law. Unless mandated by law, the Parties agree not to disclose each other's Confidential Information to any third-party (excluding their agents or independent contractors) for purposes other than the Agreement's implementation.

Each Party undertakes reasonable measures to prevent the unauthorized disclosure or distribution of Confidential Information by its employees, agents, or independent contractors, violating the terms of this Agreement. Both Parties acknowledge that unauthorized disclosure or use of Confidential Information could result in irreparable harm and significant injury to the disclosing Party, the extent of which may be challenging to determine. Therefore, each Party consents to the right of the non-disclosing Party to promptly seek an injunction to prevent any breach of this Section. Additionally, the non-disclosing Party retains the right to pursue all available legal or

equitable rights and remedies in the event of such a breach.

The Parties acknowledge that LFUCG is governed by the Kentucky Open Records Act, KRS 61.870 *et seq.* Notwithstanding any statement in this Agreement, LFUCG's handling of any confidentiality obligations is subject to the limitations of this paragraph. "Public records" (as defined by KRS 61.870(2)) related to this Agreement may be subject to disclosure under the Kentucky Open Records Act. LFUCG shall have no duty to defend the rights of City Wise or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of an open records request for which any document clearly marked by City Wise as "confidential" or "trade secret" is responsive, LFUCG shall notify City Wise of its intent to release records to the requestor. City Wise shall have a maximum of two (2) days beginning the date it receives notice to respond to LFUCG by either agreeing to the release of the record to the requestor without removing or redacting the language or document marked as "confidential" or "trade secret" or pursuing legal remedies to stop LFUCG's release of requested information. Said notice shall relieve LFUCG of any further obligation under any claim of City Wise or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. City Wise shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. The failure of City Wise to make a response within two (2) days of receiving notice from LFUCG shall be deemed an agreement for release of records without redaction or removal of items marked "confidential" or "trade secret."

O. Limitation of Liability:

1. *Definitions:* In this Section O, the following terms have the following definitions:

- a. "Theory of Liability" means any theory of liability of any nature, including, but not limited to: tort; contract; warranty; strict liability; state and federal statutes, constitutions, and common law, regardless of their nature; enforcement actions initiated by any government, agency, or public official; mandamus; declaratory relief; intellectual property (including, but not limited to, patent, copyright, trademark, and unfair competition); unfair trade practice; injunctive relief; the Kentucky Fair Housing Act (KRS 344.360 *et seq.*); and the Kentucky Open Records Act (KRS 61.870 *et seq.*). The term "Theory of Liability" expressly includes any theories based on LFUCG's own negligence, to the extent such theories are not barred by applicable Kentucky law, including sovereign immunity and governmental immunity.
- b. "LFUCG" includes, but is not limited to: the entity of LFUCG, as well as any officer, official, employee, or agent thereof. The term also includes all of LFUCG's insurers. As juxtaposed against the use of the term "LFUCG" as it is generally used in this Agreement, LFUCG's insurers are added to its meaning in Section O.
- c. "Expense(s)" has its general definition. It includes, but is not limited to, actual attorneys' fees and actual expenses of litigation.

2. *Construction:* The *ejusdem generis* canon does not apply to this Section O.

3. *Indemnify, Defend, and Hold Harmless:* City Wise shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by City Wise's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of City Wise or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. City Wise understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at City Wise's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. City Wise understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend City Wise in any manner.
4. *Applicability:* Section O applies regardless of whether the liability, damage(s), loss, Expense(s), demand(s), or judgment(s) actually exists or is merely alleged to exist by a third-party. Section O applies regardless of whether the Theory of Liability is meritorious or is merely alleged to be so by a third-party. Section O applies regardless of whether the matter results from, arises out of, or relates to the Technology or Agreement, or is merely alleged to do so.
5. *Procedure:* Pursuant to this Section O, upon LFUCG learning of a third-party claim, suit, action, demand, or judgment against LFUCG, LFUCG shall tender the matter to City Wise as a notice, and City Wise shall immediately take up its obligations under this Agreement. City Wise shall provide LFUCG notice of any third-party claim, suit, action, or demand against LFUCG within three (3) days of discovering it, if such discovery was not due to LFUCG informing City Wise of it, and shall immediately take up its obligations hereunder. LFUCG has the right to be continually informed of the status of the defense and to meaningfully participate in the defense. City Wise has the right to select any legal counsel it chooses when defending LFUCG, provided that LFUCG approves same in writing, which approval shall not be unreasonably withheld. City Wise shall not settle any third-party claim, suit, action, or demand that causes LFUCG to pay any money or be held liable, in whole or part, without the approval of LFUCG.
6. *Enforcement Fees:* If LFUCG commences a lawsuit to enforce its rights under this Section O and prevails in securing such rights, it is entitled to recover the Expenses of litigation relating to said securing.
7. *Superiority:* This Section O applies, notwithstanding anything in this Agreement to the contrary.

P. Public Records.

1. *Definitions:* In this Section P, the following terms have the following definitions:

- a. "Record(s)" have the meaning set forth in the Kentucky Open Records Act, KRS 61.870(2).
- b. "Kentucky Open Records Act" means the Kentucky Open Records Act, KRS 61.870 et seq., together with any other applicable state or local laws governing public access to records and meetings.

2. LFUCG is governed by the Kentucky Open Records Act, KRS 61.870 *et seq.*, and acknowledges that, unless otherwise clearly exempt from disclosure under applicable law, all aspects of this Agreement are subject to public disclosure and constitute public records. The Parties warrant and covenant that neither will take any action to obstruct the operation of the Kentucky Open Records Act, and further warrant and covenant that LFUCG shall have sole and final decision-making authority regarding how to comply with the Kentucky Open Records Act. To comply with any public records request, City Wise warrants and covenants that it will produce to LFUCG copies of all Records in the format in which they are originally maintained. Under the Kentucky Open Records Act (KRS 61.870 et seq.), records that are prepared, owned, used, in the possession of, or retained by a public agency, including records created or maintained by a private entity on behalf of a public agency, are public records and shall be made available for public inspection upon request, unless an exemption to disclosure applies.

3. City Wise warrants and covenants that it will immediately provide LFUCG, as a notice, any public record request received by City Wise that in any way relates to this Agreement.

4. City Wise warrants and covenants that it will maintain all Records subject to any of the Kentucky Open Records Act for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise prescribed by law. City Wise covenants that upon the termination of this Agreement, regardless of cause, it will provide all Records subject to the Kentucky Open Records Act to LFUCG, LFUCG must receive such records no later than thirty (30) days after termination.

5. This Section P applies, notwithstanding anything in this Agreement to the contrary, except if there is a conflict with Section O.

Q. Insurance:

6. City Wise shall procure and maintain, at its own cost, insurance policies as hereinafter specified to insure against all risk and loss during the term of this Agreement (including any renewal terms). The policies shall be issued by an insurance company or companies authorized to do business in the Commonwealth of Kentucky and licensed by the Commonwealth of Kentucky. All such policies shall name LFUCG as an "additional insured." City Wise shall furnish, as a notice, a Certificate of Insurance, and proof of

payment of any required insurance premiums, to LFUCG to indicate compliance with each of the insurance obligations in this Agreement within thirty (30) days of the Agreement's effective date. The insurance policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, LFUCG shall be notified, in writing, by the insurer at least ninety (90) days before any cancellation or change takes effect. A material change includes, but is not limited to, a change in policy amount, coverage, or status of the insurer. If the aforementioned cancellation or change would lead to City Wise falling below the required coverages, and this is not remedied prior to fifteen (15) days before cancellation or change takes effect, LFUCG may purchase an amount of insurance necessary to meet the minimum required coverages as specified herein, and send an invoice, as a notice, to City Wise for the actual costs thereof; City Wise shall pay such invoice within thirty (30) days of the date it was sent.

7. City Wise must procure and maintain insurance with coverages and limits at least as broad as the following:
 - a. Commercial General Liability Insurance:
 - i. \$1,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section O. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The policy shall contain a waiver of subrogation in favor of LFUCG.
 - b. Umbrella Policy:
 - i. \$2,000,000
 - ii. Coverage must match the scope of duty to indemnify, hold harmless, and defend in Section O.
 - c. Cyber Liability Insurance:
 - i. \$1,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Covers: invasion and breach of privacy; invasion and breach of security; unauthorized release, access, destruction, corruption, alteration, and theft of electronic information; computer virus, malware, and ransomware; denial of service or other attack
 - iii. The Cyber Liability policy shall be primary to any insurance or self-insurance retained by LFUCG. The policy shall contain a waiver of subrogation in favor of LFUCG.
 - d. Workers Compensation: City Wise shall secure and maintain such insurance as will protect City Wise from claims under Kentucky workers compensation laws.

R. Industry Standards:

City Wise warrants and covenants that all services conducted under this Agreement shall adhere to generally prevailing professional or industry standards.

S. Assignment:

The Parties shall not transfer or assign this Agreement, in whole or part, or any license hereunder, without obtaining prior written consent from the other Party.

T. General Marketing:

LFUCG acknowledges and agrees that, subject to prior notice and approval by LFUCG, City Wise may make reference to LFUCG as a customer in general marketing materials.

U. Sole Agreement:

This document constitutes the entire understanding and Agreement between City Wise and LFUCG. It is specifically agreed that this Agreement supersedes and cancels all prior negotiations, arrangements, discussions, correspondence (whether or not responded to), representations, agreements, contracts, or understandings; any of the foregoing may have taken place or been in existence at any time between the parties, and may have been either written or oral.

V. Modifications:

Changes to this Agreement require mutual agreement, shall be documented in writing, signed by both City Wise and LFUCG, and incorporated into this Agreement. Changes need no further consideration to be effective, though this Agreement does not prohibit further consideration from being employed.

W. Waiver:

The waiver of any default or breach by either Party will not be considered a waiver of any other default or breach.

X. Severability:

If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

Y. Notices:

All notices and communications related to this Agreement must be in writing. Parties may change their address by notifying the other Party in accordance with this paragraph. Notice is considered given as follows:

1. Personally delivered to the recipient's address in the introductory paragraph (if to LFUCG, separate copies must be addressed to the LFUCG Department of Law and the Office of Chief Administrative Officer).
2. Three (3) days after deposit in the United States mail, postage prepaid, to the recipient's address in the introductory paragraph (if to LFUCG, separate copies must be addressed to the LFUCG Department of Law and the Office of Chief Administrative Officer). Such mailing must be by First Class Mail or Certified Mail.

Z. Compliance with Laws, Regulations, and Programs; Governing Law; Jurisdiction:

City Wise shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and, in the performance services under this Agreement, City Wise shall at all times observe and comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the Commonwealth of Kentucky, and Lexington-Fayette County, currently in effect and as may be amended from time-to-time, both during the initial term and during any renewal terms, whether or not such laws, ordinances, or regulations are mentioned herein. This Agreement and all matters arising from it are governed by the laws of the Commonwealth of Kentucky. Any legal action or proceeding initiated by either Party against the other that relates to this Agreement shall be brought in the state courts located in Lexington-Fayette County, Kentucky, or in the United States District Court for the Eastern District of Kentucky. Both City Wise and LFUCG consent to the jurisdiction of such courts and agree that venue is proper in any legal action or proceeding related to this Agreement. For the avoidance of doubt, this paragraph does not waive or forfeit any other objections to the initiation of such legal action, such as the proper service of a summons.

AA. Construction:

1. This Agreement is the result of an arm's length negotiation, and in resolving any ambiguity in this Agreement, none of the Parties hereto will be deemed to be the draftsman hereof.
2. For the avoidance of doubt, the words "represent", "warrant", and "covenant", including any grammatical tense or form of the words, are intentionally chosen to invoke the obligations and remedies associated with them under the law.
3. Nothing contained in this Agreement is intended to be a waiver or estoppel by LFUCG (including, but not limited to, the entity of LFUCG, as well as any officer, official, employee, agent, or insurer) to rely upon the limitations, defenses, and immunities afforded to it under Kentucky law, including, but not limited to, those arising under the doctrines of sovereign immunity and governmental immunity and any other applicable state or local law. To the extent that indemnification is available and enforceable by City Wise against LFUCG, LFUCG shall not be liable in indemnity or contribution beyond the limitations, defenses, immunities, or restrictions on liability established by applicable Kentucky law.

BB. Authority to Act:

City Wise shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County. LFUCG may request proof that City Wise has timely filed federal, state, or local tax forms which shall be provided by City Wise on a timely basis. Each of the undersigned hereby represents and warrants that: (a) they have all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the Parties, enforceable against each of them in accordance with the terms of the Agreement. City Wise and LFUCG each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

CC. Relationship of Parties:

There is no employment or agency relationship between the Parties; City Wise is an independent contractor of the City. In no event shall the Parties be construed, held or become in any way for any purpose the employee of the other Party, or partners, associates, or joint venturers in the conduct of their respective endeavors or otherwise.

DD. User Agreements:

1. *Intent:* City Wise intends to enter into separate user agreements (also called listing agreements) with third-parties to govern said third-parties' ability to list properties on a subdomain on LFUCG's website. This Section DD is intended to govern the content of such user agreements and inform the scope of City Wise's authority to allow third-parties access to LFUCG's website.
2. *Definitions:* As used in this Section DD, "LFUCG" has the meaning of Section O.1.b.
3. City Wise may enter into user agreements with third-parties that allows the third-party to list properties on a subdomain of the City's website (Lexingtonky.gov), except as that right is limited in this Section DD.
4. City Wise warrants and covenants not to enter into any user agreement with any third-party that allows the third-party to list properties on a subdomain of LFUCG's website (lexingtonky.gov) unless said user agreement contains substantially the same provisions as Sections O, Q, Z, and AA.3 in this Agreement, a statement such provisions are expressly made in favor of LFUCG, and that LFUCG is a third-party beneficiary of the user agreement. While the user agreement's versions of this Agreement's Sections O, Q, Z, and AA.3 may be substantially the same, rather than identical, they must not afford LFUCG less rights or protections than Sections O, Q, Z, and AA.3 establish in this Agreement.
 - a. Without limiting the requirement that user agreements be substantially similar to the whole of Section O of this Agreement (for the avoidance of doubt and by way of example only, this includes the definitions contained therein), a provision of a user agreement is substantially similar to O.3 of this Agreement if it reads as follows: "[Third-party entering into user agreement] must indemnify, defend,

and hold harmless LFUCG against any liability, damage, loss, expense, demand, or judgment under any theory of liability resulting from, arising out of, or related to [third-party entering into user agreement's] use of the Technology, or otherwise resulting from, arising out of, or related to this [user agreement].”

5. LFUCG may request, as a notice, access to any user agreement authorized herein, and shall receive such from City Wise within fourteen (14) days of the notice.

EE. Third-Party Beneficiaries:

The Parties do not intend to create any third-party beneficiaries to this Agreement, and this Agreement creates none.

FF. Equal Opportunity; Fairness Ordinance.

City Wise shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap; (b) promote equal employment opportunity through a positive, continuing program of equal employment; and (c) cause any subcontractor to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. City Wise agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable non-discrimination law.

GG. Sexual Harassment.

City Wise shall adopt or shall have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. This policy shall be given to all employees and clients and shall be posted at all locations where City Wise conducts business. The policy shall be made available to LFUCG upon request.

HH. Audit Requirements.

City Wise shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at City Wise's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulation. For any audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

IN WITNESS WHEREOF, the undersigned parties have signed and executed this document as of the date first mentioned above.

LFUCG:

By: _____

Name: _____

Title: _____

CITY WISE SOFTWARE LLC:

By: _____

Name: _____

Title: _____

SCHEDULE 1

Services to Be Performed

City Wise commits to:

- **Hosting Housing Website:**
 - Host a housing website for LFUCG, on a subdomain of LFUCG's main website, Lexingtonky.gov, including associated data, tables, and login pages as part of the proprietary licensed software owned.
- **Technology Integration:**
 - Collaborate with LFUCG to embed the Technology in a subdomain of LFUCG's existing website, maintaining the LFUCG website's "look and feel" during user transitions to the Technology.
- **Searchable Database Development:**
 - Construct a searchable database within the application for listing properties available to the public. Customize search fields to align with LFUCG's neighborhoods and terminology.
- **Marketing of Housing Website:**
 - Promote the housing website to prospective property listers through targeted advertising, including local advertising, direct mail, phone calls, and face-to-face sales visits.
- **Listing Fees Collection:**
 - Collect Listing Fees, subject to LFUCG's approval (withholding approval not unreasonably), as permitted by the Agreement.
- **User Agreement Development:**
 - Only using user agreements approved by LFUCG, and to collaborate with LFUCG to develop such user agreement including, but not limited to:
 - a. Disclaiming LFUCG's responsibility for and highlighting the absence of any recommendation or guarantee regarding property listings or physical properties.
 - b. Requiring user compliance with all applicable laws, rules, and regulations.
- **Product Support:**
 - Provide product support to LFUCG and users through a customer service email account.
- **Customized Site Inclusions:**
 - Include in the customized site:
 - Property listing fields allowing photos or graphic images of listed properties, linked to maps, and property manager emails.
- **Technology Upgrades:**
 - Regularly install Technology upgrades to the Technology, notifying LFUCG of relevant upgrades via email.
- **Data Backups:**
 - Perform regular monthly backups of site data.

Monthly Reports:

Prepare and deliver monthly, quarterly, and annual reports to LFUCG, in a form requested by LFUCG, which shall include, at a minimum, site statistics, performance indicators, and housing trends and analysis.

Removal of Listings:

City Wise shall ensure that all listings for units that have been rented are removed from the Listing Website within thirty (30) calendar days of occupancy or contract execution, whichever occurs first.

City Wise shall remove all listings that have been listed on the Listing Website for more than ninety (90) days, unless the property owner or authorized agent affirmatively informs City Wise that the property remains available for rent.

City Wise shall promptly remove listings for units on the Listing Receipt where current violations exist upon receipt of information that the property owner or authorized agent is in violation of federal, state, or local laws regarding housing and habitability, including but not limited to applicable property maintenance codes, building codes, nuisance codes, etc.

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