

## **CITYSPAN LICENSE & SERVICES AGREEMENT**

This AGREEMENT, dated November 13, 2015, is made between **Cityspan Technologies, Inc.** (“Licensor”) with principal place of business at **2054 University Avenue, Fifth Floor, Berkeley, CA 94704** and the **Chicago Housing Authority (CHA)**, (“Licensee”) an Illinois municipal corporation with a principal place of business at **60 E. Van Buren, Chicago, IL 60605**.

### **1. Introduction**

This Agreement sets forth the responsibilities of the Licensor to customize and make available Software to support the CHA and the Licensee’s rights to use the Software.

### **2. License**

**Grant of License.** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a perpetual, exclusive, non-transferable license to use the Software. This Agreement can be renewed annually by payment of the appropriate annual license fees.

### **3. Term of Agreement**

The initial term of this Agreement shall be a one-year base term for the period of July 1, 2015 to June 30, 2016, or until terminated according to terms and conditions stated in Section 10: “Termination.” Notwithstanding the initial term, the Licensee shall have the right to exercise up to four (4) one-year extension options under this Agreement (upon the financial terms set forth in Section 7 for option periods, but otherwise still subject to the other prevailing terms and conditions of this Agreement), which shall be at its sole discretion, and shall be subject to formal memorialization and execution consistent with the writing requirements of Section 13 herein.

### **4. Customization**

A. Licensor agrees to customize the software to meet the Licensee’s functional specifications.

B. Licensor shall retain title and ownership of custom modifications.

### **5. Ownership of Data**

A. The Licensee shall own all data entered into the database, as well as any derivative data or works therefrom. Licensee may request a copy of the data at any time. Upon termination of this Agreement, Licensee may obtain a copy of the original data.

B. Licensor will make available a data export tool that provides Licensee with on-demand access to system data. The Licensor shall not share data entered into CitySpan with any parties without prior written consent from CHA.

## 6. Ownership of Software

- A. The Licensor represents and warrants that it owns the Software and all related documentation.
- B. The Licensor represents and warrants that the Software and all related documentation will not infringe upon the intellectual property rights of any other person.
- C. The Licensor will defend, indemnify and hold the Licensee harmless from and against any loss, cost and expense that the Licensee incurs because of a claim that use of the Software infringes any United States copyright of others.

## 7. Fees

### A. Enterprise Licensing, Hosting and User Support

A fee will be charged for licensing the Software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to hardware maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk will provide toll-free phone and email-based support to users during business hours (M-F, 10AM-6PM CST). Enterprise user support will be extended to the staff of partner agencies. Service requests will be met within one business day.

Cost: Enterprise License = \$5,000/annually

### B. Project Management

A project management fee will be charged to cover costs associated with meetings, email and phone communications between Licensee and Cityspan. Management tasks include requirements planning, oversight of custom development, monitoring of user feed-back and periodic status reports. Project management time is billed at \$125 per hour. Cityspan estimates 20 hours of project management time in 2015-16.

Projected Cost(s): (20 hrs @ \$125/hour) = \$2,500

### C. Custom Programming

A programming fee will be charged to implement CHA-specific software features. Programming tasks are identified below. Cityspan has allocated 67 hours to custom programming in year one.

Cost: (20 hrs @ \$125/hour) = \$2,500

### D. Training

Trainings may be requested at a separate cost of \$150 per webinar and \$1,000 per day of in-person training.

#### Projected Fees Summary (2015-16)

Licensing and User Support	\$5,000
Project Management (20 hrs x \$125/hr)	\$2,500

Custom Programming Total (20 hrs x \$125/hr)	\$2,500
-----	
Total	\$10,000

**Maximum Compensation**

The total maximum compensation to be paid by Licensee under this Agreement shall be up to, but not exceed, \$10,000 over the 2015-16 contract period.

**8. Payment Schedule**

Licensor will submit invoices to Licensee at least 30 days prior to payment due dates. Fees will be billed annually according to the following schedule.

**2015-16**

July 1: Site License Fee = \$5,000

December 1: Project Management Fee = \$2,500

Customization Fee = \$2,500

**9. Confidentiality**

Licensor will not knowingly disclose to any third person, and will not, except in the performance of this Agreement, use any non-public information it obtains about the Licensee's activities, businesses, records or finances. This prohibition does not apply to any information that (a) is or becomes known to the public without the fault of or breach by the Licensor; (b) the Licensee regularly discloses to others without restrictions on disclosure; or (c) the Licensor obtains from another person without restriction on disclosure and without breach by the other person of a non-disclosure obligation.

**10. Termination**

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the Licensor. In the event of such a cancellation, Licensor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**11. Inability to Provide Service**

If Licensor should cease to operate as a business, Licensor shall transfer to Licensee a non-proprietary copy of the software for Licensee's internal use. The transfer of software shall occur within 30 days of receipt of a written request from Licensee. The Licensor will own and retain all proprietary rights in the Software, Documentation and the User's Manual.

**12. Other Remedies**

The right of either party to terminate this Agreement under this Section 10 shall not be deemed an exclusive remedy, and either party shall be entitled to any other rights and remedies it may have.

**13. Amendments**

This Agreement may be amended only in writing signed by both parties.

**14. Notices**

Any notice required or permitted to be given by this Agreement shall be in writing and addressed as set forth below and (i) delivered in person, which shall be effective on the date of delivery; (ii)

sent by registered or certified mail, return receipt requested, which shall be effective on the date of delivery set forth on the return receipt; (iii) sent by overnight courier, which shall be effective on the date of delivery set forth in the courier's records. Either party may change the address for giving notice under this section by sending the other party a written notice under this section.

If to the Licensor:  
Cityspan Technologies  
2054 University Ave. 5F  
Berkeley, CA 94704  
Attn: Mark Min

If to the Licensee:  
Chicago Housing Authority  
60 E. Van Buren  
Chicago, IL 60605  
Attn: Lucas Fopma

#### **15. Governing Law**

This Agreement shall be governed and interpreted by the laws of the State of Illinois, without reference to conflicts of laws rules. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Cook County, Illinois.

#### **16. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations under this Agreement if the delay or failure is caused by acts of God or other circumstances or events beyond its reasonable control, provided that the delayed or failing party shall have made all efforts reasonable under the circumstances to avoid or mitigate the effects of the delay or failure.

#### **17. No Other Agreements**

This Agreement, including without limitation the Customization Request to be attached to this Agreement, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, promises and representations, whether written or oral, with respect to the subject matter of this Agreement.

#### **18. Independent Contractor**

The Licensor is an independent contractor under this Agreement and is solely responsible for payment of the wages and benefits of its employees who provide services to the Licensee under this Agreement, and nothing in this Agreement shall be deemed to create a partnership, joint venture or other association between the parties.

#### **19. Assignment**

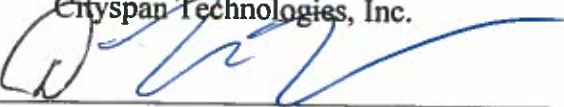
Licensor shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of Licensee.


**20. Liability**

Licensor agrees to indemnify and save and hold the Licensee, its representatives and employees harmless from any and all claims or causes of action, including attorney's fees incurred by the Licensee, arising from the performance of this Agreement by Licensor or Licensor's agents or employees. This clause shall not be construed to bar any legal remedies Licensor may have for the Licensee's failure to fulfill its obligations pursuant to this Agreement.

**21. Counterparts**

This Agreement may be executed in any number of counterparts, signed by one or both of the parties, but all such counterparts shall constitute together a single agreement.

Cityspan Technologies, Inc.  
By   
\_\_\_\_\_  
Mark Min  
\_\_\_\_\_  
CEO  
\_\_\_\_\_

Chicago Housing Authority  
By   
\_\_\_\_\_  
Dionna Brookens  
\_\_\_\_\_  
Deputy Chief of Procurement, Department of Procurement and Contracts  
\_\_\_\_\_