

ORDER FORM

Appspace, Inc. 5005 LBJ Freeway Suite 1100 Dallas, TX 75244 United States Quote #: Q041434 Quote Date: 2023-06-26 Valid Until: 2023-08-31

Sales Rep: Zahid Bung

zahid.bung@appspace.com

		Quote for Renewa	l for Chicago Hou	sing	Authority	(A-S00022137) - 2023-09
BILL TO	Chicago Housin 60 E Van Buren Chicago, Illinois United States Account Numbe	St 12 60605		CUSTOMER		ousing Authority n Buren Street inois 60605
Renewal Date: 2023-09-01 Initial Term: 12 months Renewal Term: 36 months			nent Terms: ency: e:	: Net 30 USD Renew Subscription		

QUOTE DETAIL			
Detail	Unit Price	Extended Price	Contract Total
Annual Plan AS-OMNI-C-CL (Platform) - Quantity: 1 - List Price: \$1,700.00 Service Period: 2023-09-01 to 2026-08-31 Appspace Cloud Subscription. Appspace Cloud access to all Appspace platform features for 50 devices, Premium Support, 50 GB cloud storage, and 50 GB/month cloud bandwidth.	\$1,615.00 PER MONTH 5% DISCOUNT	\$1,615.00 PER MONTH BILLED ANNUALLY	\$58,140.00
Annual Plan AS-OMNI-C-CL (Platform) - Quantity: 1 - List Price: \$1,700.00 Service Period: 2025-09-01 to 2026-08-31 Appspace Cloud Subscription. Appspace Cloud access to all Appspace platform features for 50 devices, Premium Support, 50 GB cloud storage, and 50 GB/month cloud bandwidth.	\$1,700.00 PER MONTH	\$1,700.00 PER MONTH BILLED ANNUALLY	\$1,020.00
Annual Plan AS-ID-DVC-CL-1 (Device ID) - Quantity: 15 - List Price: \$18.00 Service Period: 2023-09-01 to 2026-08-31 Single additional Device ID (for use with a cloud subscription)	\$17.10 PER MONTH 5% DISCOUNT	\$256.50 PER MONTH BILLED ANNUALLY	\$9,234.00
Annual Plan AS-ID-DVC-CL-1 (Device ID) - Quantity: 15 - List Price: \$18.00 Service Period: 2025-09-01 to 2026-08-31 Single additional Device ID (for use with a cloud subscription)	\$18.00 PER MONTH	\$270.00 PER MONTH BILLED ANNUALLY	\$162.00

The Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Price displayed above, and are the true and binding totals for this order

QUOTE TOTALS

Please include the Account Number on all Purchase Orders.

Total Contract Value: \$68,556.00

Currency: USD

Note: This quote total does not include taxes that may be applicable based on your location.

Terms and Conditions

This Order Form is governed by the terms of the Appspace Customer Agreement available online at https://www.appspace.com/legal/user-agreement/unless Chicago Housing Authority has a written Customer Agreement executed with Appspace for such Products as referenced in the Order Form, in which case such written agreement will govern. The Terms and Conditions supplementing Purchase Order 68053-1 will govern this agreement.

Billing Information



ORDER FORM

Prices shown above do not include any applicable taxes that may apply based upon your location. Any such taxes are the responsibility of Chicago Housing Authority and will appear on the final invoice.

Invoices for this order will be emailed automatically from billing@appspace.com Please make sure this email is on an approved setting or safe senders list so that notifications do not get caught in a spam filter.

Billing information can be accessed online once your account is activated by going to https://pay.appspace.com From there you can view your account balance and make payments electronically.

For monthly subscriptions - Valid credit card on file on autopay using our portal above before the subscription can be activated For annual subscriptions - A PO for the full amount written before or on the subscription start date

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this quote and order form and any documents incorporated herein.

Customer			
Signature	Docusigned by: Sheila Johnson		
Name	Sheila Johnson	-	
Title	Deputy Chief Procurement Offic	e rPO Required	
Date	8/31/2023	PO Number	

Thank you for your business



ACCOUNTS PAYABLE 60 E. VAN BUREN ST. 11TH FLOOR

CHICAGO, IL 60605-1207

DATE REQU	September 1	
FOB	DESTINATION	

VENDOR

PO Box 120563 Dallas TX 75312-0563 United States of America VENDOR# 115568

Appspace, Inc Dept 0563

TERMS

NUMBER	NOMB
68053-1	
THIS NUMBER MUST APPEAR ON ALL INVOICES,	ON ALL INVOICES,

REQUISITION NUMBER 66651 DATE OF ORDER 09/01/23

PACKAGES, SHIPPING PAPERS AND CORRESPONDENCE

JIRED

INFORMATION TECHNOLOGY SYSTEMS THIS ORDER MUST BE DELIVERED TO 1, 2023 60 EAST VAN BUREN 11TH FLOOR CHICAGO IL 60605 United States of America

TELEPHONE	312 913-7648
BUYER	Frederica Juste
'n	

	DESCRIPTION OF ARTICLE	ב כ	QUANTITY	UNIT COST	TOTAL COST
	Process Level: P113 Appspace Cloud Subscription Renewal Bill To Address: CHICAGO HOUSING AUTHORITY 60 E VAN BUREN CHICAGO IL 60605 Contact: ACCOUNTS PAYABLE Email: acctspay@thecha.org				
_	1 APPSPACE CLOUD SUBSCRIPTION	EA	1.00	68,556.00	68,556.00
	Term: September 1, 2023 - Augu Customer Contract Number: 12958 Item Detail: APPSPACE CLOUD SUBSCRIPTION Term: September 1, 2023 - August 31, 2026 account #1449795149				
	Subtotal Goods Total: Goods Total: Total Amount:				68,556.00 68,556.00 68,556.00

THIS PURCHASE ORDER IS SUBJECT TO ALL CONDITIONS ON REVERSE SIDE.

CHA TAX EXEMPTION IDENTIFICATION NUMBER: E9991-8781-06

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CHICAGO HOUSING AUTHORITY

ORIGINAL - VENDOR

ocuSign Envelope Acceptance Entire Agreement	ID: 39A76A58-9BD9-4CAD-9DDE-7AC75786FD22 Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of this offer by Vendor's acceptance is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price, of delivery schedule of the goods or services which shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Vendor without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Vendor, such acceptance is limited to the express terms contained on the face
	and back of thereof. Additional or different terms or services of any attempt by Vendor to vary in any degree of any of the terms of this Purchase Order shall be deemed material and shall be deemed rejected. However, this Purchase Order shall not operate as a rejection of the Vendor's offer unless it contains variances in the terms of the description, quantity, price, or delivery schedule of the goods or services.
Price	Vendor warrants that the prices of the goods or services sold to CHA are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price for such goods or services, during the term of this order, Vendor agrees to reduce the prices hereof correspondingly. Vendor agrees not to perform, and waives any and all claims of payment for goods, work, materials or services which would result in billings beyond the total prices of this Purchase Order without prior written amendment to this Purchase Order authorizing said additional goods, work , materials or services. Vendor recognizes an affirmative duty to monitor its performance and billings to insure that the requirements of the Purchase Order are completed within the total price of the Purchase Order.
Compliance With All Laws	The Vendor shall comply with all applicable provisions of Federal, State, and local laws, statues, rules and regulations including, but not limited to 2 C.F.R. Part 200 et seq., as revised or amended. This Purchase Order shall be governed by the laws of the State of Illinois.
Shipment	If in order to comply with the CHA's required delivery date it becomes necessary for Vendor to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid by the Vendor, as its expense, unless the necessity for such rerouting or expedited handling has been caused by CHA or Vendor receives the prior written approval of the CHA.
Delivery	Time is of the essence of this Purchase Order, and if delivery of items or rendering of services is not completed by the time promised, CHA reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any loss incurred. The CHA shall not be responsible for any materials nor bear the risk of loss or damage until the materials are delivered to the designated destination and signature of receipt is obtained from the appropriate contact person.
Packaging	Materials shall be placed in substantial commercial containers (200 lb. Test corrugated cartons greylord, or crated) of the type, size and kind commonly used for the purpose. Where feasible, all shipments shall be shrink wrapped or banded on new 4'x4' four way pallets to ensure acceptance and safe delivery at no additional cost to CHA. Each carton, greylord or crate shall be marked with the name of the Vendor, the Purchase Order and release number, description of the material, the quantity of each item contained therein, and manufacturer or model number. The Vendor shall provide a detailed packing list for each shipment. Each packing slip shall include at least the following: A The Purchase Order number C. The manufacturer number B. The quantity of each item shipped D. A brief description of each line item shipped. Suppliers of materials identified as "hazardous" by the Director of Illinois Department of Labor must provide the CHA, Material Safety Data Sheets (MSDS, OSHA FORM 20) or equivalent as required by the Public Act 83-240 Section 9(a).
Warranties	Vendor warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Vendor has been informed of the use of the products, Vendor also warrants that the items furnished hereunder are suited and appropriate for such use and in conformance with specifications and applicable law. Vendor shall identify and hold harmless the CHA from any breach of this warranty, and no limitations on CHA's remedy in Vendor's documents shall operate to reduce this indemnification or other remedy. Vendor shall extend all warranties i receives from its suppliers to CHA, and Vendor's warranty shall extend to CHA's customers. This warranty is in addition to all warranties applicable under the law. Vendor acknowledges it is an independent contractor.
Inspection and Acceptance	All goods and other materials under this Purchase Order will be subject to inspection and acceptance after delivery. Goods failing to meet the requirements of this Purchase Order will be held at Vendor's risk and may be returned at Vendor's expense. CHA reserves the right to cancel all or any part of this order if not filled as specified.
Indemnification	Vendor agrees to protect, defend, indemnify, keep, save and hold the CHA, its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees or other expenses or liabilities of every kind, nature and character (collectively, "claims") in connection with or arising directly or indirectly out of this Purchase Order and/or the negligence, acts or omissions of the Vendor, its officers, officials, agents, employees, and subcontractors including, but not limited to, the enforcement of this indemnification provision.
Insurance	Prior to the performance of services, the Vendor shall procure and maintain at all times and at Vendor's own expense, the types of insurance specified on the reverse side or in the solicitation that preceded this Purchase Order. The insurance carriers used by the Vendor must be authorized to do business in the State of Illinois.
Termination of Agreement	As required by 2 C.F.R. Part 200, the CHA may terminate all or any portion of this Purchase Order for its convenience, at any time by a notice in writing to the Vendor when the Purchase Order is deemed by the CHA to be no longer in its best interests. CHA may also terminate this Purchase Order for cause in the event of a default by Vendor. In such event, CHA shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold CHA harmless from, any damages occasioned by the Vendor's breach or default. In addition, CHA shall be entitled to any and all other remedies available at law or in equity. If it should be determined that the CHA has improperly terminated this Purchase Order for default, such termination shall be deemed to be for the CHA's convenience.
CHA's Liability Limitation	In no event shall CHA be liable for anticipated profits or for incidental or consequential damages. CHA's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which give rise to the claim. Any action resulting from any breach on the part of CHA as to the goods or services delivered hereunder must be commenced within one year after the cause of nation has accrued.
Copyright & Patents	To the extent applicable, the CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of Services under this Purchase Order, and (b) any rights of copyright or patent to which the Vendor Purchases ownership with funds awarded pursuant to this Purchase Order for the purpose of meeting the objectives of the Purchase Order.
Audit Requirements	As required by 24 C.F.R. §86.36 the CHA retains an irrevocable right to independently or through a third party, to audit Vendor's books and records pertaining to this Purchase Order and to disallow any inappropriate billings hereunder. The Vendor shall maintain records of all transactions under this CHA Order for 3 years of this purchase.
Taxes	The Chicago Housing Authority, a Municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailers' Occupation Tax. Appropriate exemption certificates will be furnished upon request.
Conflicts	The Vendor certifies by acceptance of this Order that no related official during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Purchase Order or the proceeds thereof. The term "related official" means any 1) member, officer, or employee of the CHA, 2) member of the governing body of the locality in which the CHA was activated, 3) member of the governing body of the locality in which the project is situated, 4) other public official of such locality(ies) who exercises any functions or responsibilities with respect to the project, and 5) members of the immediate family of any of the foregoing.