

COF Contract No. 2018-0135

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement and all attached Exhibits (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: NONE/EDS		Sales Rep Phone: 817-659-3047	
Sales Rep Name: Michelle Cooper		Sales Rep E-Mail: mjcooper@boarddocs.com	
CUSTOMER INFORMATION			
Organization Name: City of Franklin			
Address: 109 3 rd Ave S			
City: Franklin		State: Tn	Zip: 37064

2. Charges. For each BoardDocs site (as defined by the Type of Service selected below) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input checked="" type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$16,000.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$0.00

3. Term. The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of three (3) years thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for not more than two (2) consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term. For the avoidance of doubt, Emerald will not increase the ARC during the Initial Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

Eric S. Stuckey 11-09-18
 SIGNATURE Date

ERIC S. STUCKEY, CITY ADMINISTRATOR
 Name and Title of Authorized Representative

EMERALD DATA SOLUTIONS, INC.

[Signature] November 9, 2018
 D29513D2A439465...
 SIGNATURE Date

Jack Van Arsdale Director
 Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

Approved as to form:

[Signature]
 Tiffani M. Pope, Staff Attorney

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Organization Name: City of Franklin			
Address: 109 3 rd Ave S			
City: Franklin		State: Tn	Zip: 37064

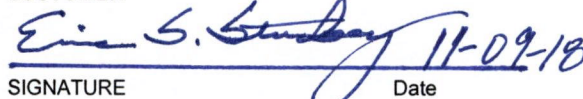
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<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$0.00

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CUSTOMER


 SIGNATURE Date


 Name and Title of Authorized Representative

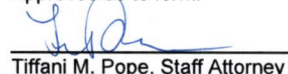
EMERALD DATA SOLUTIONS, INC.

 SIGNATURE Date

 Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

Approved as to form:


 Tiffani M. Pope, Staff Attorney

Part II: Additional Terms and Conditions

4. Provision of the Service. Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which the AUP is attached as Exhibit A to this Agreement, and which the SLA is attached Exhibit B to this Agreement. Emerald will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Emerald will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

5. Payment. Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service. For the avoidance of doubt, Emerald acknowledges that Customer has provided a tax-exempt certificate and shall not be responsible for applicable taxes covered under such certificate for so long as such certification remains valid. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Emerald are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

6. Termination. This Agreement is effective for the Term described in Section 3. Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Emerald; or (b) any material breach of this Agreement by Emerald. In the event the termination is caused by Emerald's breach, Emerald shall refund a pro-rata portion of the prepaid ARC based on the number of months remaining in the Initial Term or Renewal Term as of the date of termination. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property or Marks.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless expressly permitted in writing by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Emerald will export the data from the Service database in its native format at no charge to Customer. If Customer desires Emerald to convert the data into any other format other than its native format, Customer shall pay Emerald two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or

Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Emerald shall not be responsible for Customer or its Users failures to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property.

10.1 Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

10.2 Emerald's Indemnification for IP Infringement. Emerald shall indemnify and hold harmless Customer from any and all liability, costs and expenses, including reasonable attorney's fees, incurred by Customer arising from or related to any third party claim that the grant of a right to, or the access and use by, Customer and its Users of the Service in accordance with this Agreement infringes a third party's copyright, trademark, patent right, or other intellectual property right of a third party. Emerald's obligations under this Section are conditioned upon Customer providing Emerald (i) prompt written notice of any claim; (ii) sole and exclusive control over the defense and settlement of the claim; and (iii) such cooperation as Emerald may reasonably request with respect to the defense or settlement of such claim. Emerald will defend any claim with counsel of its own choosing and settle such claim as Emerald deems appropriate. At its discretion and expense, Customer may participate in the defense with counsel of its own choosing and at its own cost and expense. Customer will not admit liability, take any position adverse or contrary to Emerald, or otherwise attempt to settle any claim or action without the express written consent of Emerald. If, in Emerald's sole opinion, an infringement claim may have validity, then Emerald may modify the Service to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Emerald determines in its sole opinion that none of these alternatives are reasonably available, then Emerald may terminate this Agreement, Customer will discontinue using the allegedly infringing Service and Emerald will issue Customer a pro-rata refund of the prepaid ARC based on the number of months remaining in the then-current Initial Term or Renewal Term. This Section states Emerald's entire liability and Customer's sole and exclusive remedy for claims of infringement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND EMERALD DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD WILL BE UNINTERRUPTED OR ERROR-FREE. For the avoidance of doubt, Customer reserves all rights afforded to local governments under applicable law for all general and implied warranties.

12. Limitations of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY EMERALD FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such discloseses that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law. Notwithstanding anything to the contrary in this Agreement any provision regarding confidentiality of the terms and conditions of the Agreement is hereby revised as necessary so the terms and conditions of this Agreement are not considered the confidential information of either party. Customer contracts are public records under the Tennessee Open Records Act subject to disclosure upon request unless excepted under the statute or any other statute.

14. Miscellaneous

- (a) Any claim or dispute relating to this Agreement will be governed by Tennessee law without giving effect to any state's choice-of-law rules. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing. Notices for Customer shall be sent to the below address:

City of Franklin
Attn: Purchasing Manager
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
Fax: 615-550-0079
E-mail: purchasing@franklintn.gov

Any notices required or permitted to be given hereunder by either party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party at the address set forth on the signature page of this Agreement (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.

- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet

slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "**Events of Force Majeure**").

- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Neither party may assign this Agreement or any of its rights or obligations without the prior written consent of the other party, except for the assigning party's *Affiliate* or successor in interest in the event of a change in control of the assigning party.. All amendments, modifications, alterations or changes to the Agreement shall be in writing and signed by both Parties. No future amendment, modification, alteration or change may be made to this Addendum without the express written approval of both Parties.
- (g) During the Term, Emerald reserves the right to switch Customer from the Service to a substantially similar product upon *providing Customer prior notice*. For the avoidance of doubt, if Emerald exercises this right, the terms and conditions of this Agreement shall continue to apply.
- (h) Purchase will be made through TIPS RFP 180306, Bid 1718-45MJ. For the avoidance of doubt, nothing under such TIPS RFP 180306, Bid 1718-45MJ, amends or revises the obligations or responsibilities of either Party in accordance with this Agreement.
- (i) Emerald agrees that during the Term, it shall comply with the Insurance Requirements attached to this Agreement as Exhibit C.

Exhibit A

Acceptable Use Policy ("AUP")

**The following constitute violations of Emerald's AUP and may result in termination of all services.
Using Emerald's services for illegal purposes or in support of illegal activities.**

Emerald reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities that are prohibited as potentially illegal include, but are not limited to:

- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software.
- Exporting software or technical information in violation of U.S. export control laws.
- Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
- Threatening bodily harm or property damage to individuals or groups.
- Use of the Emerald's Services to fraudulent offers of products, items, or services.
- Attempting to access the accounts of others, or attempting to penetrate security measures of Emerald's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data.
- The unauthorized use of a person's name or likeness.

Accounts, Passwords and Identity

Revealing your account password to others or allowing use of your account by others is prohibited. There may be no simultaneous use of the same username and password combination without prior consent of Emerald.

Network/Data Disturbance

Users are also prohibited from distributing viruses to or from Emerald's network.

Content Restrictions

Emerald has no practical ability to restrict all conduct, communications, or content which might violate this Policy prior to its transmission on Emerald's systems, nor can Emerald ensure prompt removal of any such communications or content after transmission or posting. Accordingly, Emerald does not assume liability to staff members, users or others for any failure to enforce the terms of this Policy.

Exhibit B

Service Level Agreement ("SLA")

This SLA by and between Customer and Emerald describes the required availability and other matters relating to the Services.

SERVICE AVAILABILITY GOAL

Emerald's goal is to maintain service availability 100%.

COMPONENTS INCLUDED

All components of the Emerald IP Network (e.g. Routers, Servers, Circuits, loops) and Emerald-hosted applications are included in the determination of Service Availability.

SERVICE AVAILABILITY MEASUREMENT AND REMEDIES

Service Downtime is measured based on the total outage time incurred by Customer. Service Downtime will exist when a particular Customer site (the "Affected Service") is unable to be accessed from the Global Internet and Emerald records such failure in the trouble ticket system.

Service Downtime is measured from the time the trouble ticket is opened to the time the Affected Service is again to be accessed from the Global Internet. Upon Customer's written request to the Emerald's Technical Support Department made within five (5) business days of the last day of the month in which the Network Downtime occurred, Emerald will provide a service credit equal to the pro-rated charges for one day of Services for the Affected Service for each cumulative hour of Network Downtime.

SERVICE CREDIT EXCEPTIONS

Service credits will not be available to Customer in cases which the Service is unavailable as a result of (i) the acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by Emerald, (iii) circumstances or causes beyond the control of Emerald, including instances of Force Majeure, or (iv) scheduled service maintenance, alteration, or implementation.

MAINTENANCE WINDOW DEFINITION

Maintenance performed by Emerald will be classified as one of the following two (2) types:

NORMAL MAINTENANCE

Normal Maintenance will refer to: (i) upgrades of hardware or software; or (ii) upgrades to increase capacity. Normal Maintenance while being conducted may degrade the quality of the Services provided

which may include an outage of the Services; provided, however, that an outage related to Normal Maintenance will not be deemed to be Network Downtime. Normal Maintenance will be undertaken by Emerald only on Sunday morning between the hours of 12:00 AM and 6:00 AM Local Time and on Wednesday morning between the hours of 12:00 AM and 6:00 AM Local Time. For purposes of this SLA, "Local Time" will refer to the local time in the time zone in which an Affected Service is located; provided, however, that if Affected Service is located in multiple time zones, Local Time will refer to Eastern Standard Time. Emerald will provide two (2) days prior notice of Normal Maintenance.

URGENT MAINTENANCE

Urgent Maintenance will refer to efforts by Emerald to correct Emerald IP Network or Hosted Hardware conditions which are likely to cause a material Service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided which may include an outage of the Services. An outage related to Urgent Maintenance will be deemed an outage for purposes of calculating Service Downtime and Service Availability. Emerald may undertake Urgent Maintenance at any time Emerald deems necessary. Emerald will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

MAXIMUM CREDITS AND TERMINATION OPTION

In the event that Customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and Customer will be entitled to receive only the maximum single credit available for such event. Under no circumstances will Emerald be required to credit Customer in any one calendar month charges in excess of seven (7) days of service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Notwithstanding the foregoing, in the event that, in any single calendar month, either (A) Customer would be eligible to receive credits totaling fifteen (15) or more days (but for the limitation set forth in this section) resulting from three (3) or more events during such calendar month, (B) any single event entitling Customer to credits under the section entitled "Service Availability Goal" above exists for a period of eight (8) consecutive hours, or (C) any number of events entitling Customer to credits under "Service Availability Goal" above exists for an aggregate of forty-eight (48) hours, then, Customer may terminate this agreement for cause and without penalty by written notice to Emerald within five (5) business days following the end of such calendar month. Such termination will be effective forty-five (45) days after receipt of written notice by Emerald. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever.

EXHIBIT C
Insurance Requirements

Upon Customer's request, Emerald shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none">• \$1,000,000 Each Occurrence• \$2,000,000 General Aggregate• \$1,000,000 Personal and Advertising Injury• \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed
Workers Compensation	<ul style="list-style-type: none">• Statutory Limits• Waiver of Subrogation shall apply	
Employers Liability	<ul style="list-style-type: none">• \$1,000,000 Bodily Injury Each Accident• \$1,000,000 Policy Limit Bodily Injury by Disease• \$1,000,000 Each Employee Bodily Injury by Disease	
Professional Liability or Errors or Omissions Liability	\$1,000,000 Combined Single Limit	
Cyber Liability	\$5,000,000 Combined Single Limit	

¹ Certificate Holder shall be listed as

follows: City of Franklin
109 3rd Ave. South
Franklin, TN 37064