

**Policy Confluence, Inc.
Subscription Agreement**

THIS POLCO Subscription Agreement (the “**Order Form**”) is entered into and made effective as of September 2, 2024 (“**Effective Date**”) by and between Policy Confluence, Inc., a Delaware corporation (“**Polco**” or “**Company**”), and the City of San Dimas, CA (“**Customer**” “**you**” or “**your**”). Polco and Customer may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

Agreement - This is a binding agreement by Customer to purchase Polco’s Subscription as set forth in the table below and further defined in this agreement. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “**Enterprise Terms**” found at [<https://info.polco.us/enterprise-terms>]) and the Website Terms of Use (the “**Website Terms**” found at <https://info.polco.us/eula>) (each a “**Supplement**,” and collectively with this Order Form, the “**Agreement**”).

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information:	
Customer Name:	City of San Dimas, CA
Address:	245 E Bonita Ave, San Dimas, CA 91773
Contact:	Michael O’Brien
Phone:	+1 (909) 394-6225
E-mail:	mobrien@sandimasca.gov

Training and Support - Your subscription includes access to Polco Modules and Support as described below, which includes training materials, as well as technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy - You acknowledge that you have read and understand Polco’s Privacy Policy (the “**Privacy Policy**” found at <https://info.polco.us/privacy>).

Initial Term Starting: September 2, 2024 **Initial Term Ending:** September 1, 2025

The Initial Term of this Agreement shall be for a period of twelve (12) months from the Initial Term Starting date unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The term of this Agreement will renew only upon mutually written agreement by both Parties at the end of the Initial Term for a duration of twelve (12) months.

Fees - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

Fee Type	Name	Fee
Software Service Subscription	<p>Balancing Act Bundle</p> <p>Simulation (\$5,600/yr standalone) The core of the Balancing Act suite is the simulation. This easy-to-set-up, interactive tool is the best way to communicate financial information to residents and get their informed feedback. Replace static citizen budgets and other PDF's with a much more powerful learning tool.</p> <p>Prioritize (\$6,000/yr standalone) Prioritize is a new engagement tool to get stakeholder preferences on projects. Prioritize goes above and beyond a survey with a unique dual approach that allows users to make selections and then rank order them. The resulting data provides deeper insight to support decision-making within a fixed budget or one-time expense such as stimulus funds. With a user-friendly design, a Prioritize simulation can be created in an hour or less.</p> <p>Taxpayer Receipt (\$3,000/yr standalone) People are accustomed to getting a receipt when they pay for something, so why not their taxes? The Balancing Act Taxpayer Receipt is an easy, effective way to demonstrate to residents that their money is being put to good use. Residents anonymously input data to generate a customized estimate of taxes paid and get a receipt for where their contribution is going.</p>	\$9,000/yr
		Total: \$9,000/yr

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not exceed 8% per Renewal Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

Billing - Payment for the Fees as outlined must be made within the Initial Term of the Agreement. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice due date.

Fees for Renewal Terms shall be invoiced at the start date of the Renewal Term and shall be due within thirty (30) days of the start date of the Renewal Term unless otherwise agreed upon. Your subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with data protection laws - Each Party will comply with any applicable data protection and privacy laws applicable to such Party's performance of its obligations under or in connection with this Agreement ("**Data Protection Laws**"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Miscellaneous.

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receive an automatic response or other indication that the email account is not being monitored).

<u>To Polco:</u> 1241 John Q Hammons Dr, Suite 203 Madison, WI 53717 sonya@polco.us Sonya Wytink, COO	<u>To Customer:</u> 245 E Bonita Ave San Dimas, CA 91773 mobrien@sandimasca.gov Michael O'Brien, Finance Director
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Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

POLICY CONFLUENCE, INC.	
Signature:	Name: Title: Date:

City of San Dimas, CA	
Signature:	Name: Title: Date: