



500 West Madison, Suite 1000, Chicago, Illinois 60661

Name: City of Aurora Illinois

Date: _____

Address: 44 E Downer Pl, Aurora, IL 60505

RE: Memorandum of Understanding Regarding Vendors Selected by the City Through Marketplace.city Clearbox Process

In connection with, and as a condition of, granting the City of Aurora, Illinois (hereinafter “the City”) access to our Clearbox Process and website, <https://marketplace.city> (together with all of the various information available thereon or otherwise provided/made available by us, the “*Website*”), and, we ask that the City execute and return this Memorandum of Understanding (“*MOU*”).

The purpose of this MOU is to outline certain expectations in connection with the City’s use of the Clearbox Process. As you know, we currently grant free access to the Website and all services, including the ClearBox Process, to governmental bodies and their agents like the City. Instead we rely solely on the fees that we receive from our listed vendors. The components of service Marketplace.city will provide is described in Appendix A.

To ensure that we are able to continue to provide users like the City with free access to the Website and associated services, in the event that after reviewing the information provide by Marketplace through the Clearbox Process, whether via the Website or otherwise, as a part of this agreement, the City finds a vendor (hereinafter “Vendor”), the City agrees to require each such Vendor to first pay the appropriate administration fee directly to Marketplace, which shall be the sum of 7% of the Vendor’s total contract value. In order to facilitate this, the City agrees to let Marketplace know of each such agreement reached with a Vendor and to further:

- ask such Vendor to register with/through our Website prior to entering into the subject agreement with such Vendor; and
- cause the following provision to be substantively made a part of the subject agreement between the City and the Vendor:

The parties acknowledge that: (a) the services provided by MARKETPLACE.CITY INC., an Illinois corporation (“*Marketplace*”), were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from [Vendor Name] pursuant to this agreement (such fee, the “*Marketplace Fee*”) to be paid directly by [Vendor Name]; (c) the Marketplace Fee will apply only to this contract and any contracts piggybacked and/or referenced by other government agencies,

not existing contracts or future contracts with **[Vendor Name]** (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement, **[Vendor Name]** will pay the applicable Marketplace Fee, directly to (or otherwise at the direction of) Marketplace upon receipt of payment for this contract

For the avoidance of doubt, this MOU is intended to be a fully binding agreement between the parties. In the event that the City fails to adhere to the above agreement, its access to the Website will be immediately terminated and we reserve the right to take any and all other actions available to us under applicable law.

Unless terminated earlier by either party upon thirty (30) days written notice, this MOU will immediately terminate within three (3) year from the date hereof, provided that Marketplace may request that the City extend this MOU for two (2) additional one year extensions and/or enter into a new MOU if the City is still using the Website at that time.

If the above terms and conditions are acceptable, please indicate your acceptance by execute this MOU where indicated below and have it returned to me. Should you have any questions regarding this MOU please feel free to contact me directly at (201) 253-7191.

MARKETPLACE.CITY INC.

By:_____Date:_____

Print Name:_____Chris Foreman _____Title: _____CEO_____

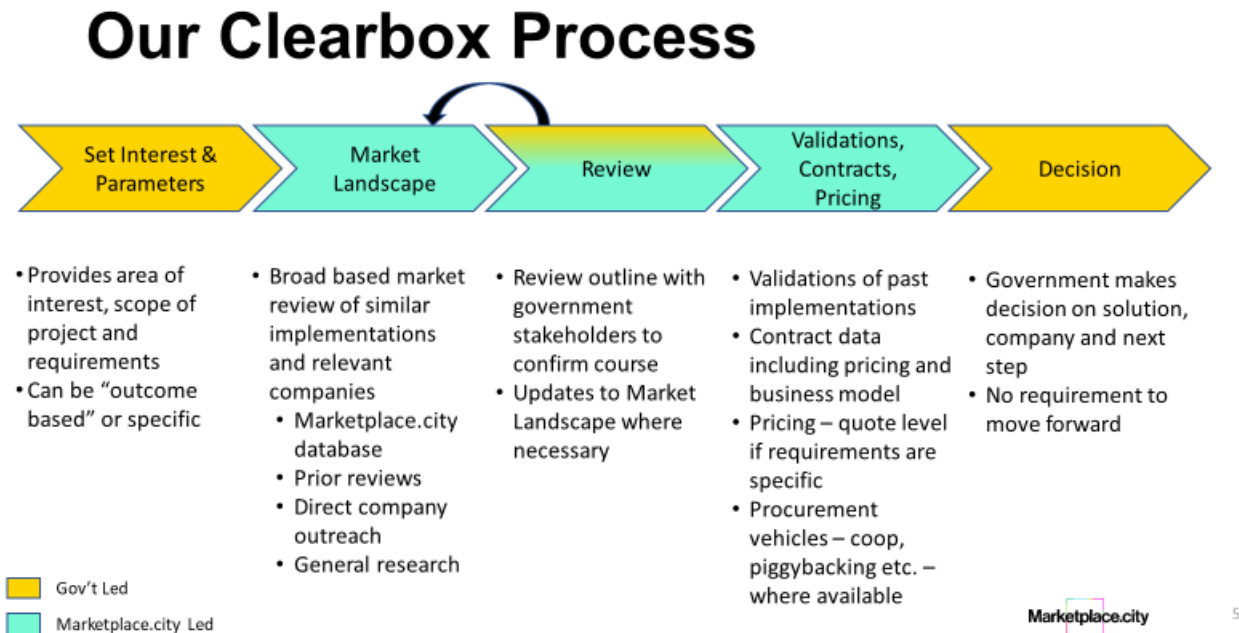
CITY:_____

By:_____Date:_____

Print Name: _____Title:_____

Appendix A

This appendix outlines the services provided by Marketplace.city to the *City* for its Clearbox process. The process diagram is shown below



When the *City* and Marketplace.city use this process to research and source smart city, information technology and technology enabled products and services they will:

City has:

- Unlimited use of the process for their initiatives
- Access to all other Marketplace.city Clearbox solutions and content
- Ability to make procurement choice upon completion
- Ability to choose not to use the process at their discretion to issue RFP or other vehicle (no lock in)
- The right to audit the process by conducting parallel research and sourcing methods using internal and/or external resources to determine the validity of the process
- The ability to share any existing or future city contracts to be put into the Clearbox structure and process

Marketplace.city will:

- Complete Clearbox Process, up to the vendor decision point, for requests within two (2) month of receiving complete scope
- Be available reviews of content and output through the Marketplace.city Clearbox tool

- Make the process available to all City departments & teams
- Be available for support via email, phone and meetings
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Use all reasonable means to include local vendors and work with the City to reach those vendors
- Provide reporting to City and regular and request intervals on status and outcomes from the process through the Clearbox tools
- Work with the City to use cooperative purchasing language in contracts initiated by vendors
- Publish and share City contracts on Marketplace.city website to be used by other government agencies, where applicable

The City is the full discretion to enter into the Clearbox Process and can use any procurement method at their disposal to complete the process.

Appendix B

Below outlines the sample financial arrangement for a contract using the Clearbox process for the City.

The City uses Marketplace.city's Clearbox process for Project A. Project A results in the City entering into a contract with Company X with a value of \$150,000. Marketplace.city fees paid by the vendor:

City Contract Value	\$150,000
Marketplace.city Admin %	7%
Marketplace.city Admin Fee	\$10,500

Marketplace.city is paid \$10,500, by Company X upon receipt of payment from the City. If Company X is paid in multiple installments, payments to Marketplace.city are due upon receipt of each installment. If the City cancels the contract with Company X, Marketplace.city would only be paid by Company X 7% of the fees that Company X has received before cancellation, if any.