



SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is made effective as of **Thursday, February 10, 2022** (the “**Effective Date**”), by and between:

- (1) **City of Aurora Illinois (‘Client’)** located at 44 E Downer Place Aurora Illinois 60505 United States; and
- (2) **Allwyn Corporation** a company incorporated in **the state of Virginia, USA** under No. **05930649** with offices at **459 Herndon Parkway Suite 13, Herndon VA 20170, USA** (“**Company**”).

Recitals

- (A) Client desires to obtain Vaccination and Testing Tracking Software – **Appian’s Workforce Safety Application** from Company
- (B) Client desires to obtain additional services related to the tracking software as needed

Agreement

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 Definitions

Unless otherwise specifically provided in this Agreement, the following terms shall have the following meanings:

- 1.1 “**Affiliates**” means, with respect to a Person, any Person that controls, is controlled by or is under common control with such first Person. For purposes of this definition only, “**control**” means: (a) to possess, directly or indirectly, the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such Person.
- 1.2 “**Confidential Information**” means any and all data, information or material that is provided or communicated by or on behalf of Client or its Affiliates, or otherwise becomes known, to Company, or is collected or generated by or on behalf of Company, in connection with this Agreement, the Services or any other activities contemplated hereunder, including, without limitation, information relating to Client’s and/or its Affiliates’ business, together with all Results (as defined below).
- 1.3 “**Loss**” means any and all liabilities, claims, demands, causes of action, damages, loss and expenses, including interest, penalties, and reasonable lawyers’ fees and disbursements.
- 1.4 “**Parties**” means Client and Company and “**Party**” shall mean either of Client or Company.
- 1.5 “**Person**” means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture

or similar entity or organization, including a government or political subdivision, department or agency of a government.

1.6 **Reserved**

1.7 “**Services**” means the services set forth in each Statement of Work, with such modifications to such Statement of Work as Client may reasonably request from time to time.

1.8 “**Statement of Work**” means a description of the Services, basically in the form set forth in **Schedule 1, Statement of Work**, to be undertaken by the Company.

2 Statement of Work and Services

2.1 This Agreement sets forth the terms and conditions under which Company agrees to provide, and under which Client agrees to retain, Services. The content and scope of the Services shall be further specified in separate and consecutively numbered Statements of Work, drawn up and signed by both Parties from time to time. Each such Statement of Work shall come into effect when it is signed by both Parties and the provision of the Services set forth therein shall be governed by the terms and conditions of this Agreement. Such engagement shall be on a non-exclusive basis, and Client shall at all times have the right to engage other Companies for such Services as it in its sole discretion deems necessary or appropriate. For the avoidance of doubt, Client has no obligation to place certain amounts of Statements of Work under this Agreement.

2.2 Any number of Statements of Work may be executed pursuant to this Agreement during the term. Each Statement of Work will govern the provision of Services set forth therein. The Company shall not unreasonably refuse to accept a Statement of Work during the term of this Agreement.

2.3 Each Statement of Work shall refer to this Agreement and will operate for the term specified therein unless earlier terminated in accordance with Article 5.

2.4 Company shall furnish, at its own expense, any and all materials, equipment, services or supplies necessary or useful to successfully complete the Services. Company shall use its best reasonable efforts in the performance of the Services and shall perform such Services with the highest professional standards and in compliance with this Agreement and the relevant Statement of Work and all applicable laws and regulations.

2.5 The Parties agree that completion of the Services within the agreed-upon time period is an essential term of this Agreement.

2.6 The person at Client for the Services will be as set forth in the relevant Statement of Work, unless otherwise notified.

3 Compensation

3.1 In consideration for Company’s satisfactory performance of the Services, Client shall compensate Company as set forth in the relevant Statement of Work. Company agrees that the compensation set forth in a Statement of Work represents Client’s full and complete obligation to compensate Company for any and all Services to be performed, rights granted and expenses incurred, by Company under such Statement of Work and this Agreement.

3.2 Company shall invoice Client as set forth in the relevant Statement of Work.

4 Confidentiality and Nondisclosure

- 4.1 Company shall, and shall cause the project manager and all others engaged in the Services to: (a) use Confidential Information only in connection with the performance of the Services, and (b) keep Confidential Information in strict confidence and not, during the term of this Agreement and for a period of seven (7) years following termination or expiration of this Agreement, without Client's prior written consent, disclose, disseminate or otherwise make available Confidential Information. If Company becomes aware of disclosure or misuse, Company will immediately notify Client and take reasonable steps to prevent further disclosure or misuse.
- 4.2 The obligations of confidentiality in Section 4.1 shall not extend to any Confidential Information that: (a) is or comes into the public domain without breach of this Agreement, (b) was lawfully obtained from a third party without any confidentiality obligations, or (c) Company can demonstrate by competent evidence was already in its possession without any limitation on use or disclosure prior to the Effective Date.

5 Term and Termination

- 5.1 This Agreement shall commence upon the Effective Date and shall continue until the fifth anniversary of the Effective Date, unless this Agreement is earlier terminated in accordance with this Article 5.
- 5.2 For the avoidance of doubt, should at the time of expiration or earlier termination of this Agreement, any Statement of Work be in force, then such Statement of Work shall be completed in accordance with the terms and conditions hereof, unless such Statement of Work is earlier terminated in accordance with this Article 5.
- 5.3 If either Party is in material breach of this Agreement and such breach is capable of cure but it remains uncured for thirty (30) days after notice of breach, then the Party not in default shall have the right to immediately terminate this Agreement or the Statement of Work concerned by giving written notice of termination to the other Party.
- 5.4 Client shall have the right, in its sole discretion and without cause, to terminate this Agreement or any Statement of Work immediately upon written notice to Company.
- 5.5 Upon termination of this Agreement or a Statement of Work, Company shall, subject to Section 5.2, promptly cease performance of its obligations under this Agreement or the Statement of Work concerned. The expiration or termination of this Agreement or a Statement of Work shall be without prejudice to any rights or obligations of the Parties that may have accrued prior to the termination and, except as otherwise expressly provided herein, shall not limit any rights or remedies which may be available by law or otherwise.
- 5.6 Upon termination or expiration of a Statement of Work, Company shall at Client's option, either destroy or return to Client all Confidential Information related to such Statement of Work, provided, however, that Company shall be permitted to retain one copy of such Confidential Information for archival purposes. In the event of termination of a Statement of Work by Company pursuant to Section 5.3 or by Client pursuant to Section 5.4, Company will be

entitled to receive: any compensation due and payable under Article 3 but not yet paid as of the effective date of termination. Upon the termination or expiration of this Agreement, Company shall at Client's option, either destroy or return to Client all Confidential Information, provided, however, that Company shall be permitted to retain one copy of such Confidential Information for archival purposes.

- 5.7 The respective rights and obligations of the Parties under Articles 1, 3, 4 and Sections 5.2, 5.6, 5.7, 6.1, 7.1, 7.2 and 7.3 shall survive indefinitely the termination or expiration of this Agreement.

6 Indemnification and Insurance

- 6.1 In addition to any other remedy available to the Parties, each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and its and their respective officers, directors, partners, shareholders, employees and agents from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with: (a) any breach of any obligation in this Agreement by the other Party, and (b) the enforcement of a Party's rights under this Article 6, except to the extent such Losses arise as a result of the negligence, fraud, willful misconduct or wrongful act of the indemnified party, its Affiliates or its or their respective officers, directors, partners, shareholders, employees or agents.
- 6.2 Company shall keep and maintain during the term of this Agreement insurance coverage of the types and in the amounts typically carried by providers of consultancy services in Company's field of business.
- 6.3 Company's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid for the services performed under the specific invoice. This shall be the only exclusive remedy. Client further agrees that Company will not be liable for any lost profits, or for any claim or demand against Client or by any other party. In no event will Company be liable for incidental or consequential damages even if Company has been advised of the possibility of such damages. No action, regardless of form, arising out of the services provided under this agreement, may be brought by either party more than six months after the date of the last services provided under this agreement.

7 Miscellaneous

- 7.1 Assignment. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that Client without such consent may assign this Agreement and its rights and obligations hereunder to any of its Affiliates or any successor in interest to all or substantially all of the business to which this Agreement relates. Client shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates.
- 7.2 To the extent not preempted by federal law, the provisions of this Agreement shall be enforced in accordance with the laws of the Commonwealth of Virginia, without reference to Virginia's choice of law statutes or decisions.
- 7.3 Notices. Any notice or other communication under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed given only if hand delivered or sent by an internationally recognized overnight

delivery service, costs prepaid, or by email (with transmission confirmed), to the Party to whom notice is to be given, addressed as set forth below or such other address such Party may have provided to the other Party in accordance with this Section 7.3.

- (a) Notices, requests or other communications to **Client:**
Contracts Administration at
City of Aurora
- (b) Notices, requests or other communications to the **Company:**
Ms. Kavitha Pothuri, HR/Contracts Manager
contracts@allwyncorp.com
459 Herndon Parkway Suite 13
Herndon VA 20170
Fax: 703.935.7423

Such notice, shall be deemed to have been given as of the date delivered by hand or transmitted by email (with transmission confirmed), or on the second business day (at the place of delivery) after deposit with an internationally recognized overnight delivery service, whichever is the earlier. This Section is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

- 7.4 Relationship of the Parties. The status of a Party under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in this Agreement, as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. All persons employed by a Party shall be employees of such Party and not of the other Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.
- 7.5 Schedules and Statements of Work. All Schedules and Statements of Work referred to in this Agreement are intended to be and are hereby specifically incorporated into and made a part of this Agreement. In the event of any inconsistency between any such Schedule or Statement of Work and this Agreement, the terms of this Agreement shall govern, unless such Statement of Work specifically references a Section of this Agreement and expressly states that such Section is intended to be changed or amended by such Statement of Work. Such change or amendment shall then apply only with respect to such Statement of Work and not with respect to any other Statement of Work.
- 7.6 Amendment. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both Parties.
- 7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and /or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such



electronic signatures or maintenance of the executed agreement electronically.

8 Execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SIGNED for and on behalf of Client SIGNED for and on behalf of Company

Name:
Title:
Date:

Name: Ms. Madhu Garlanka
Title: CEO
Date:

Schedule 1 – Statement of Work

The Parties agree that the details contained in this Statement of Work are to be read subject to the Services Agreement dated February 10, 2022, and together, these documents form a binding agreement between the Parties in relation to the details set out below:

Offering	Appian's Workforce Safety Application
Appian Cloud Region	GovCloud (US East)
Subscription Period	36 months from the SOW effective date
Subscription Maintenance Services	During the Subscription Period, the type of Maintenance Services selected above shall be provided as described in the Cloud Service Level Agreement.
Payment	The Annual Fees set forth are due annually in advance, with the first payment being due on the Order Effective Date.
Effective Date	
Number of Users	Less than 2500
Customer Support	Standard as shown in https://appian.com/resources/support.html

1. **Counterparts.** This Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Parties agree that execution of this Statement of Work by industry standard electronic signatures software and /or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Statement of Work, each party hereby waives any right to raise any defense or waiver based upon execution of this Statement of Work by means of such electronic signatures or maintenance of the executed agreement electronically.
2. **Pricing.** Pricing for the WSR offering and any additional services shall be in accordance with the schedule below:

Year	Components	Yearly Total
Year 1	<ul style="list-style-type: none"> • HIPAA Compliance (SKU # 403-72000) • Cloud Setup (One Time) (SKU # 403-30000) • Appian Workforce Safety Level 1 (Cloud) (SKU # 403-24201) • Standard Maintenance/Support (SKU # 403-85000) 	\$46,800.00
Year 2	<ul style="list-style-type: none"> • HIPAA Compliance (SKU # 403-72000) • Appian Workforce Safety Level 1) (SKU # 403-24201) • Standard Maintenance/Support (SKU # 403-85000) 	\$44,064.00

Year 3	<ul style="list-style-type: none"> • HIPAA Compliance (SKU # 403-72000) • Appian Workforce Safety Level 1) (SKU # 403-24201) • Standard Maintenance/Support (SKU # 403-85000) 	\$44,945.28
	Grand Total	\$135,809.28

In the event additional services are requested by City of Aurora, such services shall be rendered based on Time & Materials at the hourly rates below:

Role	Rate Range (Hourly)
Project Manager	\$110- \$135
Sr Appian Developer	\$130 - \$165
Appian Developer (Jr -Mid)	\$95 - \$130
Implementation Analyst	\$90 - \$110

- City of Aurora is responsible for issuing usernames and passwords in connection with the Cloud Offering.
- Subscription and Restrictions.** The Appian Workforce Safety Subscription allows End User to deploy, customize, configure, and maintain the Appian Workforce Safety Application (“Application”) in the Cloud Offering for use with respect to managing the processes of managing issues arising from crisis response and return-to-work after crises, including employee readiness case management, return to work screening and rules application, and readiness certification as described in the documentation for the Application. Appian will provision End User with the objects and files necessary to deploy the Application. End User may deploy the Application for employees and independent contractors working at the End User’s facilities and offices. End User’s use of the Application is subject to the same subscription terms and restrictions that apply to End User’s usage of the baseline Cloud Offering under the Agreement. The Application is considered Appian confidential information as that term is defined in the Agreement. Appian will indemnify End User from third party intellectual property infringement claims arising from End User’s authorized use of the Application, subject to the same indemnification terms and restrictions that apply to End User’s use of the Cloud Offering under the Agreement.
- Defect Correction.** If, during the Subscription Period, the Application materially fails to conform to the Application’s specific documentation at docs.appian.com (an “Application Defect”) and Appian is able to reproduce the Application Defect in the version of the Application provided to the End User, Appian will use commercially reasonable efforts to provide a correction (“Corrected Application”).
- Updates.** Allwyn will provide End User with access to any updates to the Application made generally available to End Users of the Application (“Application Update”) during the Subscription Period.
- Disclaimers.** Allwyn is not responsible for installing any Corrected Application or Application Update. Customer is solely responsible for any customizations that it may make to the Application (“Customer Customizations”). Notwithstanding the generality of the foregoing, Allwyn is not responsible for modifying any Customer Customizations to make it operate with any Corrected Application or any Application Update. The Application may contain form questionnaires or documentation rules associated with return to work eligibility. Any pre-loaded forms, rules and questionnaires are for information purposes only and provided solely to



accelerate Customer's configuration of the Application. Customer is solely responsible for the determination of the appropriateness of the return to work criteria deployed in the Application, and their adherence to local and national laws and regulations. The pre-loaded forms and rules are not medical or legal advice. Customer agrees to indemnify and hold Appian harmless from any first or third-party claim based on Customer's use of any pre-loaded return to work forms and rules in the Application. Such indemnification shall not be subject to any limitation of liability under the Agreement. Other than the limited obligations stated in these terms, Appian disclaims all express or implied warranties with respect to the Application, including but not limited to the implied warranties of fitness for a specific or general purpose or merchantability.

SIGNED for and on behalf of Client

SIGNED for and on behalf of Company

Name:

Title:

Date:

Name: Ms. Madhu Garlanka

Title: CEO

Date:

