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ZENCITY

ZENCITY LICENSE AGREEMENT

Customer: City of Aurora, IL
Contact Name: Michael Pegues, CIO

Quote Number 100672

Prepared By   Noa Zeldin
Email   noa@zencity.io

Created Date   November 9, 2018
Expiration Date December 30, 2018

Licensed Program	Quantity	Unit Price	Total Price
ZenCity platform monthly subscription – cities of > 100K residents	12	$4,000	$48,000
Special design partner (early adopter) discount for the City of Aurora, IL	-50%	-$2000	-$24,000
TOTAL PRICE for the first 12 months of usage.		$2,000	**$24,000**

Thank you for choosing the ZenCity platform!

This License Agreement ("**License Agreement**") is entered into between ZenCity Technologies Ltd., ("**ZenCity**"), and you, the entity identified above ("**Customer**"), as of the Effective Date 12-6-18. and will remain in effect for a period of 12 Months. This License Agreement includes and incorporates the ZenCity Terms and Conditions attached as Appendix B. By signing this License Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the ZenCity Terms and Conditions. Each party's acceptance of this License Agreement is conditional upon the other's acceptance of the terms in the License Agreement to the exclusion of all other terms.

Customer – City of Aurora, IL

Signature: _____

Name: Jolene Coulter

Role: Director of Purchasing

Date: 12-6-2018

ZenCity Technologies US

Signature: _____

Name: Eyal Feder

Role: CEO

Date: December 5th, 2018

Appendix A

Description of Services

ZenCity is a platform for understanding people in the city on a wide scale. With the use of advanced AI algorithms, we analyze data from social media, city hotlines and other relevant sources, and provide local government stakeholders with detailed, real time insights about how their citizens view and use the city. The analysis can be accessed through a web–based interface on desktop and mobile devices.

1. **PLATFORM FEATURES**

The ZenCity platform collects data about citizen interactions from a variety of sources and analyzes them in real time using a set of Machine-learning based algorithms. The analyzed data can be accessed via a variety of graphs on our admin dashboard, including the following:

1.1. **Category bar chart** – the main bar chart shows how many interactions relate to each area of responsibility of the city, and what is the sentiment towards that topic. The name and amount of topics can be modified to fit the customer's needs based on our list of automatically identified sub-categories.

1.2. **Alerts and notifications** – the platform can create alerts about popular posts or comments or about significant changes in whole categories. The alerts can be accessed through the dashboard, but can also go out on a daily, weekly or real time basis via email – per the user's request.

1.3. **Word cloud** – The word cloud shows the most popular terms used in interactions analysed by the platform. The larger the word is the more popular it was.

1.4. **Overall sentiment view** – the overall sentiment pie chart shows the ratio of positive, negative and neutral interactions out of the total sum of interactions analysed.

1.5. **Popular stories** – the rotating digest of popular stories shows the stories which received the most interactions across all data sources.

1.6. **Map interface** – the map interface will show all interactions which have a location property, divided by category, by type or in a heatmap format.

1.7. **Category drill down** – each category has a drill down view which shows the level of discussion over time in that category, alerts, word cloud, map and popular stories views which include data just for this category and an operative view of city hotline calls for the category – including open calls, calls over the last week and changes over time.

1.8. **Conversation analysis** – the third level of drill down will be the "conversation analysis" which allows drilling down to the level of stories themselves. In this view, users can analyse conversations based on category, date range, sentiment or keyword search, or a combination of the above, and see both the trend and the stories themselves that make up the data. Each story will include its source, category, sentiment, location and a link to the original content.

2. **DATA SOURCES**

2.1. **Facebook** – we analyze all interactions (posts, comments, likes, tags etc.) from public pages and public groups, both official and unofficial. This includes official accounts of the city and other agencies, resident groups, accounts of local businesses, community organizations, causes and any other relevant page or open group.

2.2. **Twitter** – apart from the same analysis employed on Facebook, on twitter we also collect all geotagged interactions in the area and all interactions mentioning specific hashtags or keywords.

2.3. **City Hotline reports** – we take all city hotline reports from your database.

2.4. **Additional sources** – we may be able to incorporate other relevant data sources identified, such as local news sites, community message boards, other social media platforms etc. General new data sources implemented (such as new social media platforms) will be offered once they are available. Unique sources (such as local news sites) will be discussed and agreed upon by both sides.

3. **USERS AND PERMISSIONS**

3.1. The basic package includes unlimited number of users within the organizations with varying permissions. Permissions will be set by the Customer's project lead.

4. **SPECIAL DESIGN PARTNER ADDITIONS**

As early adopters of the system, we see you as our partners in the ongoing development of the ZenCity platform. This means you will be among the first to explore and try new features and capabilities, and that your feedback will direct our future development. Therefore, we will also ask to hold regular feedback sessions where we collect your feedback, needs and ideas for changes and additions to the platform. Additionally, we ask that the Customer reasonably assist ZenCity in the preparation of a case study.

Appendix B

ZenCity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

1.1. Subject to ZenCity Terms and Conditions of the applicable License Agreement (collectively, the "**Agreement**"), ZenCity hereby grants to Customer a personal, non-exclusive, non-transferable limited licence to use the Licensed Program identified in the applicable License Agreement entered into by ZenCity and Customer ("**License Agreement**") and the documentation and user manuals for the Licensed Program supplied by ZenCity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of report. On or before the Effective Date, Customer and ZenCity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. ZenCity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by the company, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities which are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. PROPRIETARY RIGHTS.

ZenCity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. CONFIDENTIALITY.

Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). ZenCity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA LICENSE.** Customer grants ZenCity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.

6. **PAYMENT OF FEES.** The fees for the Licensed Program (**"Fees"**) are set forth in the applicable License Agreement. The Customer will be billed for the full term specified in the applicable License Agreement on date of first onboarding. Customer shall pay all Fees within thirty (30) days after the date of ZenCity's invoice.

7. **TERM & TERMINATION**

   7.1. Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement (the **"Term"**) unless terminated earlier in accordance with the terms and conditions of this Section 7. After the first Term, this agreement shall be automatically renewed every year with same terms and conditions, unless expressly terminated by written notice by one party to the other three (3) months before the automatic renewal date. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

   7.2. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession; and (c) Customer will pay for its use of the Licensed Program through the date of termination

   7.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. **WARRANTY AND DISCLAIMER**

   8.1. ZenCity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

   8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to ZenCity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) ZenCity's use of such materials in connection herewith will not violate the rights of any third party.

   8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. ZenCity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with ZenCity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to ZenCity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the

laws of the State _of Illinois_ without regard to its conflict of laws provisions, and venue for any disputes arising out of this agreement shall in be in the Circuit Court of Kane County, Illinois.,

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Requisition number: 0000144376

Requisitioned by: THOMPSON/SALINAS

Requisition date: 11/15/18

Comments	
No other distributor going direct and early adopter plus 50% off total cost.	
Pricing is locked in for 3 years but City has option or cancel after 1 year.	
EMAILED SS 11/19/18 NEED LEGAL REVIEW OF PROPOSAL	
JDC SPOKE TO SYLVIA 11/30 LEGAL STILL REVIEWING JC	

Sequence num ...

OK   Cancel