



1218 West Oakdale Avenue, Chicago, Illinois 60657

[INSERT NAME/ADDRESS]

[DATE]

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

In connection with, and as a condition of, granting the City of Aurora (hereinafter “the City”) access to our 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 Website. As you know, we currently grant free access to the Website 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(whether via the Website or other channels including email, collaboration tools, or written reports as a part of this agreement, the City finds a vendor (hereinafter “Vendor”) through utilizing services provided by Marketplace and/or the Website, the City agrees to require each such Vendor to pay the appropriate fee directly to Marketplace within thirty (30) days of receiving any payments from the City, which shall be the sum of 7% of the total contract value. In order to facilitate this, the City agrees to let us 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**] to Marketplace; (c) the Marketplace Fee will apply to any purchases made pursuant to this agreement and will not apply to any separate

or subsequent agreements between the City and [Vendor Name], or for any additional services provided by [Vendor Name] not pursuant to this agreement; and (d) [Vendor Name] hereby agrees that within thirty (30) days of receiving any payment from the City pursuant to this agreement, that it will pay directly to Marketplace the Marketplace Fee set forth in subparagraph (b) above.

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 one (1) year from the date hereof, provided that Marketplace may request that the City extend this MOU 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.

Sincerely,

MARKETPLACE.CITY INC.

Chris Foreman

Acknowledged, Agreed and Accepted as of the date identified above:

[INSERT]

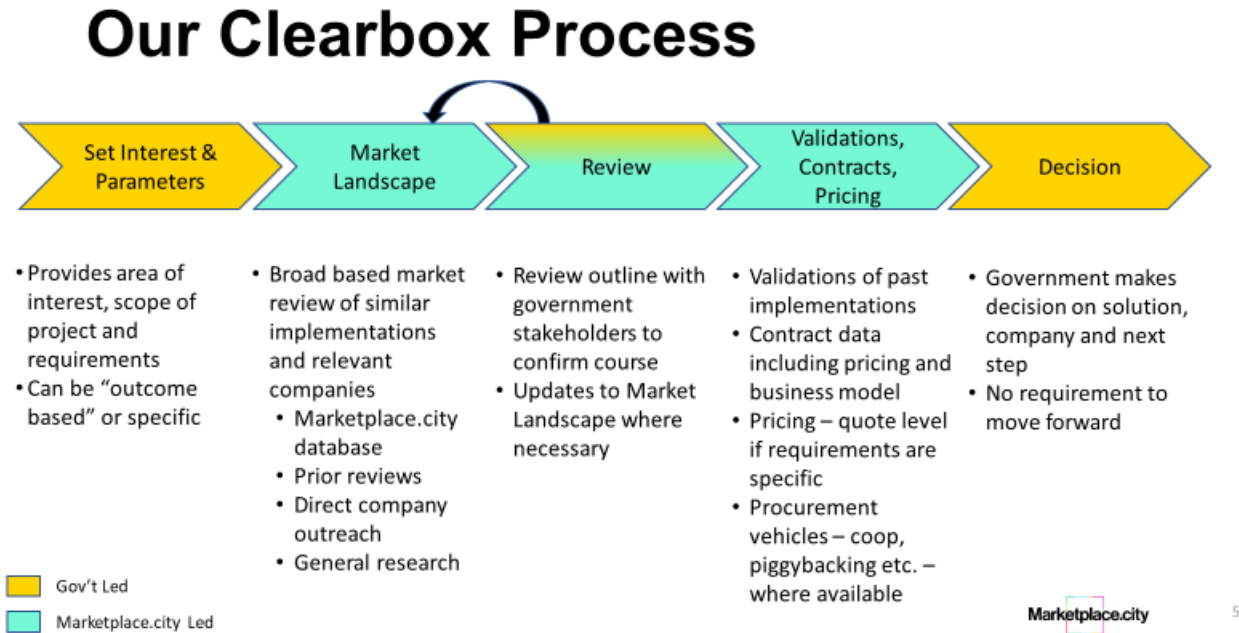
By: _____

Print Name: _____

Its: Authorized Signatory

Appendix A

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



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

City of Aurora 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 for requests within one (1) month of receiving complete scope
- Be available for in person and/or phone reviews of content and output
- Provide content that fits with Aurora Strategic Tech Plan

- Make the process available to all City departments & teams
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Disclose which vendors included in the market landscape and research are paid subscribers of Marketplace.city within two (2) years prior to the completion of the process
- 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
- 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 of Aurora.

The City of Aurora 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 30 days after Company X receives payment from the City of Aurora for Project A. If Company X is paid in multiple installments, payments to Marketplace.city are due 30 days after each installment. If the City of Aurora 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.