



IDC Research, Inc., 140 Kendrick Street, Bldg. B, Needham, MA 02494

Please email a signed copy to Rick Eulo at reulo@idc.com or fax to: 703-373-1941

Services Contract


Company:	City of Aurora, IL	Address:	44 E Downer Place
Customer:	Michael Pegues	Address 2:	
Title:	Chief Information Officer	City:	Aurora
Phone:	630-256-3471	State/Province:	IL
Fax:		Zip/Postal Code:	60505
E-mail:	peguesm@aurora.il.us	Country:	USA
Products		Subscription Period	Total Price (Excl. Taxes)
IDC_P15372 IDC Government Insights: United States Performance Improvement Strategies: IT and Business Strategy Development Deliverables: GenAI Policy, Strategy, and Roadmap development; Phase 1, four weeks; Phase 2, eight weeks; Phase 3, six weeks 2.6342 units at \$32,864.00		12/1/2024 to 11/31/2025	\$86,570.00

Pricing valid until November 30, 2024

Upon signature of this contract, the City of Aurora, IL agrees to be billed 50% at time of project kickoff and the remaining 50% payment due upon receipt and acceptance of final deliverables.

I have read and agreed to the terms and conditions of subscription as described on the attached pages.

 Name:
 Title: _____
 Phone: _____
 Fax: _____
 E-mail: _____

 10/28/2024
 Name: Rick Eulo
 Title: Program Officer
 Phone: 202-368-4327
 Fax: 703-373-1941
 E-mail: reulo@idc.com



IDC General Terms and Conditions for IDC Continuous Intelligence Services

THIS AGREEMENT sets forth the general terms and conditions applicable to the performance of Continuous Intelligence Services by IDC Research, Inc., a Delaware corporation ("IDC") for you and your wholly-owned subsidiaries (collectively, the 'Client'). The parties agree as follows:

1. **Scope of Agreement** The specific Continuous Intelligence Service(s) IDC will provide for the Client (the "Services") and the professional fee to which IDC will be entitled are set forth in the attached IDC CIS Contract (together with the Terms and Conditions contained herein, "the Agreement"), as it might be supplemented by agreement in writing of the parties from time to time.

2. Work Product, Limitations on Use and Access

(a) Subject to the Freedom of Information Act, IDC will be deemed to be the author of all research documents and work products, including without limitation studies, briefs, presentations, conference proceedings and inquiry responses, that IDC produces in performing the Services (the 'Work Product'). Accordingly, IDC will own all right, title, and interest in and to them, including without limitation all copyrights and trade-secrets rights, except as specifically provided in this Agreement. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall sign any assignments or other documents necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.

(b) Under the terms of this Agreement, the Client is granted a license to use the data and information provided by IDC to support internal marketing, strategic planning, and business development functions. This includes the right to quote or paraphrase individual sentences or occasional paragraphs, but not entire pages or chapters. The Client shall include on all copies of the Work Product it uses or distributes all IDC proprietary rights notices included or requested by IDC. For these purposes 'internal' use is distinguished from external use and means uses intended only to serve the information needs of the Client itself (as distinguished from its suppliers, affiliates, and customers) and only to be seen by the Client's officers and employees obligated to treat such information as confidential.

(c) External usage and distribution privileges are expressly limited to the formats and forums outlined in the CIS Contract. Except as provided in the CIS Contract, the Client may not (i) use the Work Product externally more than 12 months after its delivery to the Client, (ii) distribute or display the Work Product in any language other than English, or (iii) distribute, display, promote or otherwise use IDC data and/or information for any use external to the Client, without express written permission from the appropriate IDC Research Vice President or Country Manager, which permission shall not be unreasonably withheld. In such cases, the Client will provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the usage, and ensure its accuracy, currency, use in context, and proper attribution. External use includes, but is not limited to, the publication, promotion, display, or dissemination of advertisements, press releases, white papers, and any other materials where they may be viewed by persons who are not the Client's officers or employees obligated to treat such material as confidential, including direct mail campaigns and postings on Web sites. The Client agrees to communicate this policy to all relevant persons.

(d) Unless expressly stated otherwise, (i) the medium or format in which the Work Product is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, PDF), is the only means by which the Client may reproduce and distribute those materials, subject also to any other requirements and restrictions as provided herein or in the CIS Contract, and (ii) when Web-posting is permitted, the posted IDC material may be displayed only on the Client's site and may be linked into from other relevant sites, but may not be linked (externally) to, posted on or displayed from other sites.

(e) The Client represents that it has or will put in place procedures to promote compliance with the above restrictions; that it will monitor compliance from time to time on its own and as requested by IDC; and that in the event of a breach or alleged breach of these restrictions it will notify IDC promptly, take reasonable corrective measures (in consultation with IDC), and provide IDC with access and cooperation to enable IDC to audit compliance as long as IDC complies with the Client's security requirements.

3. **Use of IDC Name, Trademarks, and Logo** Absent the prior written consent of IDC, the Client shall not use the name, trademarks, or logo of IDC in promotional materials, publicity releases, advertising, or any other external publications or communications, whether oral or written.

4. **Conflict of Interest** IDC may provide services for or on behalf of any other individual, corporation, or



organization, and may advertise and represent its services as being so available. The Client acknowledges that performance of the Services will not preclude IDC from accepting CIS, consulting, or other engagements that may result in the collection and publication of information or findings negative or unfavorable to the Client.

5. Confidentiality Subject to the Freedom of Information Act, Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses (but no less than reasonable measures) to protect its own proprietary information. This does not include information that is already known to the receiving party at the time of disclosure, or that that party develops independently or obtains from a third party without any restriction on disclosure or transfer or that has been publicly disseminated without fault of the receiving party.

6. Exclusion of Warranties and Liabilities

(a) IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED. IDC ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE IMPLIED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. In no event will IDC be liable for any indirect, special, incidental, consequential, or exemplary damages, even if IDC was advised of the possibility of such damages, or for any damages in excess of the amount actually received by IDC under this Agreement as of the date when the cause of action accrued, unless attributable to IDC's gross negligence or willful misconduct.

7. Termination Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

8. Miscellaneous

(a) IDC will not be liable for, and is excused from, any failure to render services due to any cause beyond its reasonable control, such as a catastrophe of nature, governmental action, computer viruses and failures, acts of state, terrorism, labor difficulties, or non-performance of a supplier.

(b) Neither party may assign this Agreement without the written consent of the other party.

(c) All notices provided for in this Agreement shall be in writing, addressed to the particular party at the respective address set forth in the CIS Contract or to such other addresses as may be designated by that party by notice.

(d) This Agreement, which includes the CIS Contract and the General Terms and Conditions stated herein, sets forth the complete agreement between the parties relating to its subject matter as of the date hereof. Except as specifically provided otherwise, no alteration or modification of any of the provisions of this Agreement will be binding on a party unless evidenced by a written amendment signed by that party. However, if a Master Service Agreement exists between the parties, it shall remain in effect and shall supersede any inconsistent terms or conditions of this Agreement, unless specifically terminated or made subject hereto. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

9. **IDC PROPOSALS, AUTHORIZATION LETTERS AND AGREEMENTS, INCLUDING ALL PRICING AND TERMS, ARE CONFIDENTIAL AND MAY NOT BE REDISTRIBUTED OR DISCLOSED TO THIRD PARTIES.**

When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.