IGM TECHNOLOGY

SAAS SERVICE AGREEMENT – Order Form

Customer: The City of Columbia	Contact: Cale Turner
Address: 701 E Broadway, 5th Floor	Title: Purchasing Agent
Columbia, MO 65201	Phone: (573) 874-7375
	E-Mail: cale.turner@como.gov

Services: Access to Gravity (the "Service(s)").

Service Fees – Year 1 ("Initial Term"): The Customer has the right to identify up to 19 Named Users to have Access to Gravity. The Service Capacity includes:

• Gravity Base Platform (includes 15 Named Users)	$12,000
• Gravity ACFR module (includes 2 Named Users)	$6,000
• Gravity Budget Book module (includes 2 Named Users)	$6,000

Total Service Fees – 12 months	**$24,000 USD**

Service Fees for the first year are payable net 30 days after the commencement of the Gravity Kick-off meeting.

Services Fees – Year 2: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 2 will be $25,200.
Service Fees for Year 2 would be payable in advance upon renewal.
Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Optional Contract Extension Year 3

Services Fees – Year 3: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 3 will be $26,460.
Service Fees for Year 3 would be payable in advance upon renewal.
Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Services Fees – Year 4: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 4 will be $27,783.
Service Fees for Year 4 would be payable in advance upon renewal.
Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Services Fees – Year 5: If the Customer chooses to renew its subscription to Gravity for a second year with the same Service Capacity, then the Service Fees in Year 5 will be $29,172.
Service Fees for Year 5 would be payable in advance upon renewal.
Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement.

Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee (one-time fee):

• ACFR Implementation Services	$10,000
• Budget Book Implementation Services	$15,000
• Ad Hoc Report (FMIS) Implementation Services	$10,000
• Gravity BI-Dashboard	Included
Total Implementation Fee (one-time fee):	**$35,000 USD**

Implementation fees are payable net 30 days after the commencement of the Gravity Kick-off meeting.

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SAAS SERVICES AGREEMENT – Order Form

This SaaS Services Agreement ("Agreement") is entered into on the date of the last signatory noted below (the "Effective Date") between **IGM Technology Corp**. with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:

By: Itzhak Gleicher

Name: _____

Title: CEO

The City of Columbia, MO:

By: _____

Name: De'Carlon Seewood

Title: City Manager

_____ ATTEST:

_____ _____

_____ Sheela Amin

_____ APPROVED AS TO FORM:

_____ _____

_____ Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number11001020-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

_____

Matthew Lue, Director of Finance

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TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard terms of service then in effect and all applicable laws and regulations.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data and any information or data derived therefrom. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees for additional services outside the scope of services (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Should Company propose an increase in the Service Fees higher than those set forth in the Order Form, Customer shall have sixty days in which to terminate the Agreement due to the proposed increase in the Service Fees. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Unless Customer is tax exempt, Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

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5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below and in section 4.1, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for four additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. The Parties may mutually agree to extend the agreement beyond five years by executing an amendment to this Agreement.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. 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.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

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, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement with Customer's written consent . This 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, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. 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 Missouri without regard to its conflict of law provisions.

9. INSURANCE. Insurance. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained

herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. CONSULTANT shall maintain Workers' Compensation in accordance with Missouri State Statutes (Employers Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit), provide evidence of monopolistic state coverage, comply with its applicable workers compensation requirements in its jurisdiction., or obtain a waiver from the City's Risk Manager.

b. Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Reserved.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, CONSULTANT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than $2,000,000 per occurrence and $3,000,000 aggregate. For policies written on a "Claims-Made" basis, CONSULTANT agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, CONSULTANT agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

e. Cyber Insurance Coverage. CONSULTANT shall have media, tech, data and network liability coverage at a limit of liability of not less than five million dollars.

f. CONSULTANT may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONSULTANT agrees to endorse CITY as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

g. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project and services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

h. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

i. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

j. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

10. LICENSING STRUCTURE

The Parties agree that the software licenses are not specific to a particular person or position and may be used by Customer and any persons approved by the Customer so long as the total number of users actively using the Product and Services at any given time does not exceed the number of licenses purchased by Customer.

11. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

12. NATURE OF CITY'S OBLIGATIONS.

All obligations of the Customer under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

13. SUBCONTRACTORS.

Company agrees not to subcontract any of the work required by this Agreement without the prior written approval of the Customer.

14. GENERAL LAWS.

Company shall comply with all federal, state, and local Laws, statutes, ordinances, and rules and regulations.

15. Compliance with Section 285.530 RSMo

Company shall comply with Missouri State Statute section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, the Company shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Company shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require each subcontractor to affirmatively state in its contract with Company that the subcontractor shall not

knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Company shall also require each subcontractor to provide Company with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

16. HOLD HARMLESS AGREEMENT:

To the fullest extent not prohibited by law, Company shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Company, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontractor for part of the services), of anyone directly or indirectly employed by vendor or by any subcontractor, or of anyone for whose acts the Company or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Company to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

17. PROFESSIONAL OVERSIGHT INDEMNIFICATION

Company understands and agrees that the Customer has contracted with Company based upon Company's representations that Company is a skilled professional and fully able to provide the services set out in the agreement. In addition to any other indemnification set out in the agreement, Company agrees to defend, indemnify, and hold and save harmless the City of Columbia from any and all claims, settlements, and judgments whatsoever arising out of the City's alleged negligence in hiring or failing to properly supervise Company. The insurance required by the agreement shall include coverage which shall meet Company's obligations to indemnify the City of Columbia as set forth herein and the City shall be named as an additional insured for such insurance.

18. PATENTS, COPYRIGHTS, AND PROPRIETARY RIGHTS INDEMNIFICATION

Company, at its own expense, shall completely and entirely defend the Customer from any claim or suit brought against the Customer arising from claims of violation of United States patents or copyrights resulting from the Company or the Customer's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Customer will provide Company with a written notice of any such claim or suit. The Customer will also assist the Company, in all reasonable ways, in the preparation of information helpful to the Company in defending the Customer against this suit. In the event that the Customer is required to pay monies in defending such claims, resulting from the Company being uncooperative or unsuccessful in representing the Customer's interest, or in the event that the Customer is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Company agrees to fully reimburse the Customer for all monies expended in connection with these matters. The Customer retains the right to offset against any amounts owed Company any such monies expended by the Customer in defending itself against such claims.

Should a court order be issued against the Customer restricting the Customer's use of any product of a claim and should Company determine not to further appeal the claim issue, at the Customer's sole option the Company shall provide, at the Company's sole expense, the following: (a) Purchase for the Customer the rights to continue using the contested product(s); (b) Provide substitute products to the Customer which are, in the Customer's sole opinion, of equal or greater quality, or (c) Refund all monies paid to the Company for the product(s) subject to the court action. The Company shall also pay to the Customer all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s). Company will reimburse the Customer for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of the Company if the software is determined to be infringing.

19. DATA OWNERSHIP AND SECURITY

Company and its software shall comply with the requirements of this Section. Company shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

a. Company further covenants that any data entered into the software from the Customer, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the continental United States of America. City Data shall be confidential and proprietary information belonging to either the Customer or its customers or users of the Software. Company shall not sell or give away any such City Data.

b. Company shall maintain the security of City Data and that of Customer's customers and any user that is stored in or in any way connected with Software and services. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

c. NO HARMFUL CODE: Company warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable

program or the use of video or photographic content without the consumers consent. Company shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

20. STORAGE OF DATA ON SERVERS NOT OWNED BY COMPANY.

a. Should Company opt to store Customer Data on servers not owned by Company, Company shall provide written notice to Customer of the location of the servers on which Customer Data is stored and the legal name and address of the owner(s) of the servers on which Customer Data is stored (hereinafter "Server Owner"). Prior to changing the location of the server or the Server Owner(s), Company shall provide written notice to Customer of any location change or change in the Server Owner(s). Said notice shall include the location of the servers, the legal name, and address of the Server Owner(s).

b. Triggering Events. Should any of the following events occur (hereafter "Triggering Event"), Company shall provide written notice to Customer no later than five (5) business days after a Triggering Event has occurred. Each of the following events are Triggering Events:

i. Triggering Events related to Company
   a. Company becomes insolvent;
   b. Company files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
   c. Company consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
   d. Company has made a general assignment for the benefit of its creditors;
   e. Company has consented to the appointment of a receiver, trustee or liquidator;
   f. Company has received a notice of default of the agreement between Company and Server Owner;
   g. Company has provided Server Owner with a notice of default of the agreement between Company and Server Owner; or
   h. Company has knowledge of a Triggering Event related to Server Owner.

ii. Triggering Events related to Server Owner
   a. Server Owner becomes insolvent;
   b. Server Owner files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
   c. Server Owner consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
   d. Server Owner has made a general assignment for the benefit of its creditors; or
   e. Server Owner has consented to the appointment of a receiver, trustee or liquidator.

c. Effect of Triggering Event.

i. Upon the occurrence of a Triggering Event related to Company under Section 20(b)(i)(a)-(f), Company shall provide Customer with Customer Data. Company shall provide to Customer, at no cost, a method of migrating or exporting all electronic records or Customer Data in a usable basis in a method and format acceptable to Customer.

ii. Upon the occurrence of a Triggering Event under Section 20 (b)(i)(g), 20(b)(i) (h), or 20(b)(ii)(a)-(e), Company shall provide Customer with written notice of the Triggering Event and shall transfer Customer Data to either servers owned by Company or to another Server Owner. Company shall provide Customer with notice of the location of Customer Data and the name and address of the Server Owner.

21. ELECTRONIC SIGNATURES

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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EXHIBIT A

Statement of Work

The Company will provide the following services:

- Gravity - Implementation Services for ACFR automation
  - Comprehensive on-line training
  - IGM Consulting Services in setting up and using Gravity to produce the next ACFR
- Gravity - Implementation Services for Budget Book automation
  - Comprehensive on-line training
  - IGM Consulting Services in setting up and using Gravity to produce the next Budget Book
- Gravity - Implementation Services for Ad-Hoc (FMIS) automation
  - Comprehensive on-line training
  - IGM Consulting Services in setting up and using Gravity to produce the next FMIS report
- Gravity - Implementation Services for Gravity BI Dashboard
  - Comprehensive on-line training
  - IGM Consulting Services in setting up and using Gravity to produce one management dashboard

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EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

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EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time ("Support Hours").
Customer may initiate a helpdesk ticket during Support Hours by calling IGM's customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM's customer support line or emailing support@igm.technology