

AGREEMENT
Between
THE CITY OF COLUMBIA, MISSOURI
And
FOUNDANT TECHNOLOGIES, INC.

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "Customer"), and **FOUNDANT TECHNOLOGIES, INC.**, a **corporation** organized in the State of **Montana**, (hereinafter called "Foundant"), is entered into on the date of the last signatory noted below ("Effective Date"). Customer and Foundant are each individually referred to herein as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Foundant shall provide to Customer the software license and services outlined in Exhibit A.
2. Term. The initial term of this Agreement shall commence on December 3, 2019 and shall terminate on December 2, 2021. Thereafter, the Agreement may be renewed by the Customer for successive terms with each renewal term being a term of two (2) years, unless the Agreement is terminated pursuant to the provisions of this Agreement.
3. Termination for Convenience. With thirty days written notice, either Party may terminate this Agreement for convenience.
4. Payment. Customer shall pay Foundant eight thousand five hundred dollars (\$8,500.00) for the initial term.
5. Employment Of Unauthorized Aliens Prohibited. Foundant agrees to comply with Missouri State Statute section 285.530 in that Foundant 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 this Agreement, Foundant 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. Foundant 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.

6. No Waiver of Sovereign Immunity. 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 constitution or law.

7. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

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

9. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

- A Foundant Technologies Standard Terms and Conditions Software License and Services Agreement with Customer
- B Quote

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

10. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Foundant's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI


By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

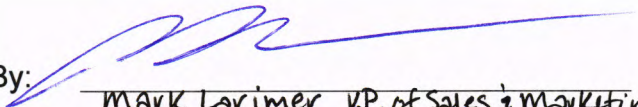
Sheela Amin, City Clerk

APPROVED AS TO FORM:

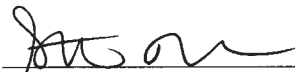
By: _____
Nancy Thompson, City Counselor/rw 

(Seal)

FOUNDANT TECHNOLOGIES, INC.

By: 
MARK Larimer V.P. of Sales & Marketing
Date: 10/21/2019

ATTEST:

By:  _____

Name: Stephanie Johnson
Foundant Renewals Manager

EXHIBIT A

Foundant Technologies Standard Terms and Conditions Software License and Services Agreement with Customer (non-GrantHub)

INTRODUCTION

This Software License and Services Agreement (this "Agreement") is between Foundant Technologies ("Foundant") and the entity that has executed this Agreement ("Customer"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement and applies to the purchase of Software, Trials or Services by Customer. This Agreement should be read in conjunction with the order for products or services that Customer is purchasing pursuant to an executed Quote Form (the "Order").

1. DEFINITIONS

1.1 "Agreement" means this agreement and any additional agreements incorporated by reference.

1.2 "Authorized User", unless otherwise stated in the Order, means an employee, board member, trustee, invited reviewer, third party, grant applicant or grantee of Customer and/or Customer's affiliates, or of a person to whom Customer has outsourced services, each of whom is able to access the Software functionality.

1.3 "Documentation" means user documentation provided electronically by Foundant for use with the Software.

1.4 "Hosting Services" means the services provided by Foundant to Customer under the Hosting Service Level Agreement.

1.5 "Hosting Service Level Agreement" means the terms and conditions of the Hosting Services, which are located at <https://www.rackspace.com/information/legal/generalterms>, <https://www.rackspace.com/information/legal/managedterms>, <https://aws.amazon.com/ec2/sla/>, https://aws.amazon.com/legal/?nc1=f_cc, <https://aws.amazon.com/agreement/>, <https://aws.amazon.com/service-terms/>

1.6 "Professional Services" means the training, consulting, software development and other professional services identified on an Order, but does not include the Software, the Support Services or the Hosting Services.

1.7 "Support Services" means the provision of upgrades and Software support.

1.8 "Software" means the proprietary computer software and any subsequent revisions or modifications thereto furnished to Customer by Foundant.

1.9 "Work Product" means object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any works and other materials developed by Foundant in providing the Professional Services to Customer.

1.10 "Grant Making Entity" means any foundation, scholarship fund, government program or other organization providing financial or service assistance, support, or other awards for which the Software is used to process applications.

1.11 "Grant Lifecycle Process" means the workflow procedures defined by a Grant Making Entity for a particular type of award.

1.12 "Grant Process" means the online forms, users and workflow used to support a particular type of award for which applications are processed within the Software. Elements of the unique workflow may include but are not limited to items such as letters of intent, grant applications, scholarship applications, evaluation criteria, follow ups, review committees and grant reports.

1.13 "Quote Form" means a document provided by Foundant and signed by Customer (or in the case of a sale made through an authorized Foundant reseller, by the reseller), detailing the software and services provided by Foundant, and includes any attached statement of work.

2. LICENSE AND SUPPORT

2.1 License Grant.

Foundant General Terms and Conditions

(a) Foundant will make the Foundant Software, Support Services and / or Professional Services listed in Customer's Order (the "Services") available pursuant to this Agreement and any applicable Order. Except as otherwise stated in this Agreement or Customer's Order, Customer shall have a non-exclusive, worldwide, limited right to use the Services during the period defined in Customer's Order, unless earlier terminated in accordance with this Agreement or Customer's Order, solely for Customer's internal business operations.

(b) Customer shall retain all ownership and intellectual property rights in and to its content. Foundant retains all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of Foundant under this Agreement.

2.2 Limitations on Use.

(a) Customer shall not (i) sell, rent, lease, sublicense or otherwise transfer or distribute any copies of the Software or Documentation to any third parties; (ii) modify, translate, reverse engineer, decompile, or disassemble the Software (except to the extent applicable law specifically permits such activity) or modify the Documentation; (iii) create derivative works based upon the Software or Documentation; (iv) alter, destroy or otherwise remove any proprietary notices (including the 'Powered By Foundant' link or labels on or embedded within the Software or Documentation; or (v) create, or cause the creation of unique Grant Lifecycle Processes that would result in the total number of active Grant Lifecycle Processes exceeding the maximum amount as defined on the Quote Form without Foundant's written approval.

(b) Customer acknowledges that the Software and Documentation and all right, title and interest therein (including without limitation any copyright, patent, trade secret or other intellectual property right in and to the Software and Documentation) are the sole property of Foundant and its suppliers and that Customer receives no rights, title or interests in the Software or Documentation except as expressly set forth herein.

(c) Customer may use the Software to construct such number of Grant lifecycle processes only as listed in the Quote Form.

(d) Customer is responsible for providing initial support to those users submitting online forms to Customer. Foundant will train Customer to manage these inquiries. In instances where the user's inquiry is the result of a technical issue with the Software, Foundant will engage directly with the user for resolution.

(e) HIPAA Disclaimer: we are not "HIPAA Compliant". Users of our Software are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. Users acknowledge that the Software may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Foundant Technologies, Inc. does not control or monitor the information or data you store on, or transmit through, our Software. We specifically disclaim any representation or warranty that the Software, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" under HIPAA are expressly prohibited from using this Software for such purposes. Storing and permitting access to "protected health information," as defined under HIPAA is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that Foundant Technologies, Inc. is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact support@foundant.com.

2.3 Support Services

Phone and e-mail technical support is available to Customer from 7:00 AM Mountain Time to 6:00 PM Mountain Time on standard business days.

2.4 License Term and Termination

(a) The license granted hereunder initiates upon the subscription date listed

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on the signed Order and expires per the subscription end date noted on the signed Order.

(b) Either party may terminate the license if the other breaches any material term and such breach is not cured within 30 days of written notice thereof. Upon expiration or termination of a license, Customer's rights under Part Two of this Agreement shall cease, Customer agrees to immediately cease use of the Software, and Foundant reserves the right to disable access for all Authorized Users of the Customer. Sections 6.3, 6.4, 6.5 and 6.9 shall survive the expiration or termination of the terminated license.

(c) Upon termination or expiration of the license, Customer shall have 30 days to request all Customer computer files and data which are stored in the Software. Foundant will assist the Customer in extracting requested computer files and data via reporting tool functionality within 30 days of receiving said request. Computer files stored in the Software will be provided to Customer in same format as they are stored. Computer data (that is, data stored in Software's internal databases) will be provided to Customer in one or more comma delimited text files (i.e. .CSV format). Foundant shall have no other obligation to maintain any Customer data stored in the Grant Lifecycle Manager system or to forward any data to Customer. Any requests for customization of this data export will be considered Professional Services and will be described in a separate Quote Form.

2.5 Software Warranty

(a) Foundant warrants to Customer that: (1) the Software will function substantially as described in the Documentation for so long as Customer is entitled to receive Support Services hereunder; (2) Foundant owns or otherwise has the right to license the Software and documentation to Customer under this Agreement; (3) on delivery, the Software will be free from any virus, time bomb, trojan horse, worm, drop dead device or other computer software code or routine designed to disable, damage or erase the Software, provided that the foregoing shall not apply if same could not have been detected by Foundant using commercially reasonable virus detection or other scanning practices.

(b) If there is a material breach of the above warranties, Foundant's entire liability and Customer's exclusive remedy shall be: (1) if the Software does not function substantially in accordance with the applicable Documentation, Foundant shall, at its option, (i) promptly modify the Software to conform to the Documentation; or (ii) promptly provide a reasonable workaround solution which will reasonably meet Customer's requirements. If neither of the foregoing is commercially feasible, either party may terminate this Agreement, in which case Foundant shall refund to Customer all license fees paid to Foundant hereunder less an amount for use assuming straight line depreciation over the license; (2) if the normal operation, possession or use of the Software by Customer is found to infringe any third party U.S. intellectual property right or Foundant believes that the Software is likely to do so, Foundant may, at its option, (i) obtain a license from such third party for the benefit of Customer; (ii) replace or modify the Software so that it is no longer infringing; or (iii) if neither of the foregoing is commercially feasible, terminate this Agreement, in which case Foundant shall refund to Customer all license fees paid to Foundant hereunder less an amount for use assuming straight line depreciation over the license term; (3) If the Software contains a virus or similar device, Foundant shall replace the Software with Software which is free of such defects.

(c) The remedies set forth above shall be Customer's sole and exclusive remedies. Foundant shall have no obligation hereunder for any Software that has been modified by Customer or any third party or any Software other than the then-current release and the immediately prior release thereof. Foundant shall have no obligation hereunder for errors, damage or problems caused by failure to provide a suitable operating environment, by any third-party software, by accidental damage or by other matters beyond Foundant's reasonable control.

3. HOSTING

Foundant General Terms and Conditions

3.1 Hosting Service Level

Hosting Services are offered under the conditions set forth in Hosting Service Level Agreement, which are available at <https://www.rackspace.com/information/legal/generalterms>, <https://www.rackspace.com/information/legal/managedterms>, <https://aws.amazon.com/ec2/sla/>, https://aws.amazon.com/legal/?nc1=f_cc, <https://aws.amazon.com/agreement/>, <https://aws.amazon.com/service-terms/> and for the term identified in the Order. As set forth in the Hosting Service Level Agreement, Foundant reserves the right to terminate the Agreement for violations of the Hosting Service Level Agreement.

4. PROFESSIONAL SERVICES

4.1 Delivery of Professional Services

This Part Four shall apply only if the parties have agreed that Foundant shall deliver Professional Services to Customer. Foundant shall provide the Professional Services in accordance with the Order.

4.2 Professional Services Warranty

(a) Foundant warrants to Customer that (i) the Work Product shall substantially conform to any specification or statement of work detailed in the Order; and (ii) the Professional Services will be performed with reasonable skill, care and diligence.

(b) If there is a material breach of the above warranty, Foundant's entire liability and Customer's exclusive remedy shall be if the Professional Services do not conform to the Order or are not performed with reasonable skill, care and diligence, Foundant shall re-perform the Professional Services to the extent necessary to correct non-conformity.

4.3 Customer's Responsibilities

Customer shall provide Foundant with all information, access, and full good faith cooperation reasonably necessary to facilitate the provision of the Professional Services, and shall do any thing that is identified in the Order as the Customer's responsibility. If Customer fails or delays in its performance of any of the foregoing, Foundant shall be relieved of its obligations hereunder to the extent that such obligations are dependent upon such performance.

4.4 Ownership of Intellectual Property

Customer acknowledges that Foundant is the exclusive owner of the Work Product. Upon payment in full of any amounts due for Professional Services, Customer shall have an object code-only, non-exclusive, non-transferable (except as provided in Section 6.9(d)) license to use the Work Product for Customer's internal business purposes, which license shall continue for so long as, and be subject to the same terms and conditions as the license to the Software.

5. THIRD PARTY SERVICES

5.1 Third-Party Services

Foundant may provide Third-Party Services in accordance with the provisions described in the Order. In such an event, any Third-Party Services shall be provided in accordance with the terms and conditions stated below and any applicable Third-Party Service user agreement.

(a) Customer expressly acknowledges, understands and agrees that Foundant does not own, control or otherwise influence any of the information provided by Third Party Services (such as Ajah, Guidestar, GreatNonprofits and Foundation Center), cannot censor or edit the content of the Third-Party Services and assumes no responsibility or liability for the content, privacy policies, security or practices of the Third-Party Services. Foundant does not warrant that the provision of the Third-Party Services will be uninterrupted; error free, timely, complete or accurate, nor does Foundant make any warranties as to the results to be obtained from use of the same. Customer acknowledges that the Third-Party Services are provided for informational purposes only. Customer expressly agrees that Customer's use of the Third-Party Services is at Customer's own risk. Accordingly, Customer agrees that Foundant will not in any way be liable to Customer or any other entity for any inaccuracies, errors, omissions, delays, damages, claims, liabilities or losses, regardless of cause, in or arising from the use of the Third-Party Services contained in the Software.

5.2 SendGrid Services

Foundant utilizes third-party services from SendGrid to send emails from

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the Software. Customer agrees to the terms and conditions of the SendGrid OEM User Agreement, which is available at <https://sendgrid.com/policies/tos/>

5.3 GuideStar Services

This Part Five and the GuideStar Users Agreement, which is available at <https://learn.guidestar.org/terms-of-use>, shall apply only if the parties have agreed that Foundant shall deliver GuideStar Services to Customer. Foundant shall provide the GuideStar Services in accordance with the provisions described in the Quote Form and in accordance with the terms and conditions stated below.

(a) Customer acknowledges that certain data available or otherwise accessible on or by means of the Software is provided pursuant to a license agreement with GuideStar USA, Inc. ("GuideStar"). By agreeing to the terms of this Agreement, Customer shall be deemed to agree to be bound by the provisions of the GuideStar User Agreement, which may be amended from time to time, with references to the "GuideStar Site" therein deemed to refer to any data obtained from or by means of an interface or link with GuideStar's web site and any related services (collectively, "GuideStar Data"), and that the terms of the GuideStar User Agreement shall apply to Customer and Customer's use of any GuideStar Data; provided that, notwithstanding anything in such User Agreement to the contrary, (i) the only "Permitted Use" of the GuideStar Data shall be to learn about nonprofit organizations for the purposes of evaluating them as recipients of personal charitable donations; and (ii) Customer will not be required to complete GuideStar's registration process to access such GuideStar Data through the Software. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of Foundant Technologies and Customer acknowledges and agrees that GuideStar (and its successors and assigns), a licensor of Foundant Technologies, is an intended third party beneficiary with full power and authority to enforce the provisions hereof to its benefit as it were a party hereto. Customer agrees that Foundant Technologies may share any information provided by Customer to Foundant Technologies or otherwise related to Customer's use of any GuideStar Data, with GuideStar.

6. GENERAL

6.1 Payments

(a) Customer shall pay Foundant the fees listed in the Order. Unless expressly provided to the contrary in the Order, all fees payable under this Agreement shall be paid net 30 days from the invoice date. Customer shall pay a finance charge on any overdue payment hereunder of one and one-half per cent (1-1/2%) for each month or portion thereof that such payment is overdue, or the highest interest rate permitted by applicable law, whichever is the lower. Interest shall compound monthly. Such fees do not include any taxes, and Customer shall pay any sales, use, value added or other taxes or import duties (other than corporate income taxes payable by Foundant) based on or due as a result of any amounts paid to Foundant hereunder. Customer shall bear all of Foundant's costs of collection of overdue fees, including reasonable attorneys' fees.

(b) Notwithstanding Section 6.1(a), if Customer purchases Software, Professional Services, Support Services, or Hosting Services from an authorized Foundant reseller, Customer shall make all payments due in connection therewith to the reseller, and not to Foundant. However, Foundant is under no obligation to carry out its obligations under this Agreement if Foundant has not received payment in full from the reseller.

6.2 WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 2.5 OR 4.2 OF THIS AGREEMENT OR IN THE HOSTING SERVICE LEVEL AGREEMENT, THE SOFTWARE, SUPPORT SERVICES, WORK PRODUCT AND PROFESSIONAL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND FOUNDANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOUNDANT DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

6.3 LIMITATION OF LIABILITY

Foundant General Terms and Conditions

(a) NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OF THE SOFTWARE OR WORK PRODUCT.

(b) EXCEPT AS PROVIDED HEREFTER, EACH PARTY'S TOTAL LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE ORDER MADE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO FOUNDANT UNDER SUCH ORDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN FOUNDANT AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO FOUNDANT HEREUNDER. NOTHING IN THIS SECTION 6.3(B) SHALL APPLY TO LIMIT CUSTOMER'S LIABILITY TO FOUNDANT IN CONNECTION WITH AN INFRINGEMENT OF FOUNDANT'S INTELLECTUAL PROPERTY RIGHTS, OR TO LIMIT EITHER PARTY'S LIABILITY TO THE OTHER IN CONNECTION WITH AN INFRINGEMENT OF SECTION 6.5 OF THIS AGREEMENT.

6.4 CONFIDENTIALITY

Subject to the Disclaimer Provided in Section 2.2(E):

(a) Customer acknowledges that the Software, Documentation and Work Product contain valuable trade secrets which are the sole property of Foundant, and agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent unauthorized access to or duplication of the Software, Documentation, and Work Product.

(b) Foundant acknowledges that Customer's data may contain valuable secrets which are the sole property of Customer. To the extent that Foundant becomes aware of the content of a Customer's data, Foundant agrees to use reasonable care to prevent other parties from learning of these secrets without prior written permission of Customer.

(c) Foundant acknowledges that Customer's data and files stored within the Software are the property of Customer and will be treated as confidential. Foundant agrees to use reasonable care to ensure the confidentiality of Customer's data.

(d) The obligations of this Section 6.4 shall not extend to any information that (i) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

6.5 INDEMNIFICATION

(a) Subject to Section 6.3(b), Foundant shall indemnify, defend and hold Customer harmless from any damages awarded against Customer (including, without limitation, reasonable costs and legal fees thereby incurred by Customer) arising out of any third-party suit, claim or other legal action alleging that the use of the Software by Customer as permitted hereunder infringes any copyright, trade secret or United States patent ("Legal Action"). Notwithstanding the foregoing, Foundant shall have no indemnification

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obligations with regard to any Legal Action arising out of: (i) combination of the Software with software or products not supplied, or approved in writing by Foundant; (ii) any repair, adjustment, modification or alteration to the Software by Customer or any third party, unless approved in writing by Foundant; (iii) any breach by Customer of its obligations under this Agreement; or (iv) any refusal by Customer to install and use a non-infringing version of the Software offered by Foundant under Section 2.5(a). Section 2.5(b) and this Section state the entire liability of Foundant with respect to any intellectual property infringement by the Software.

(b) Notice of Legal Action. Customer shall give prompt written notice to Foundant of any Legal Action within thirty (30) days of its first knowledge thereof and shall furnish copies to Foundant of all communications, notices and/or other actions relating to any Legal Action. Customer shall give Foundant the sole control of the defense of any Legal Action, shall act in accordance with the reasonable instructions of Foundant and shall give Foundant such assistance as Foundant reasonably requests to defend or settle such claim. Foundant shall conduct its defense at all times in a manner which is not averse to Customer's interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Foundant or its counsel, or because Foundant fails to assume control of the defense. Customer shall not settle or compromise any Legal Action without Foundant's express written consent. Foundant cannot settle a Legal Action on Customer's behalf without Customer's prior consent, which shall not be unreasonably withheld. Customer's material failure to comply with this Section 6.5(b) shall relieve Foundant of its indemnification obligation under Section 6.5(a).

6.6 PUBLICITY

(a) Foundant shall have the right to list Customer as a customer on Foundant's website, on publicly available customer lists, or in media releases unless Customer specifically requests, in writing, to not be listed.

(b) Customer, at its sole discretion, shall cooperate with any reasonable request by Foundant for assistance in the preparation of a case study documenting Customer's experience in using the Software. The final text of the case study shall be subject to Customer's written approval before publication.

6.7 VERIFICATION

At Foundant's discretion, Foundant shall have the right to virtually audit Customer's implementation of the Software for verification of compliance with the terms set forth in the Order.

6.8 FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of god, pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license; or other event outside the reasonable control of the obligated party. We will both use reasonable efforts to mitigate the effect of a force majeure event.

6.9 MISCELLANEOUS

(a) This Agreement, including any appendices, together with the Order, represents the entire agreement of the parties, and supersedes any prior or contemporaneous understandings, whether written or oral. In the event of a conflict between the Agreement and the Order, the Order shall prevail.

(b) This Agreement may not be amended, waived or modified except as expressly provided herein or in writing by the parties.

(c) This Agreement will be governed by and construed in accordance with the laws of Montana (excluding its choice of law rules). The parties hereby consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Montana for any claim relating to the enforcement of, or any rights under, this Agreement.

(d) Customer may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Foundant. Foundant

may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment which is part of a pre-determined asset transfer to a new foundation organization.

(e) Customer shall not export or re-export, directly or indirectly, any Software, Documentation or Confidential Information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

7. AGREEMENT EFFECTIVE DATE

The parties acknowledge that they have read the terms and conditions of this Agreement and hereby agree to be bound thereby. This Agreement will become effective upon date of signed quote and will remain in effect until cancellation of contract.



Quote

Date: October 15, 2019

Software to Maximize the Impact of the
Philanthropic Community

PO Box 11888
Bozeman, MT 59719
Phone (877) 297-0043
Fax (406) 922-0073

Office of Cultural Affairs - City of
Columbia
300 S. Providence
Columbia, MO 65201

Foundant Contact	Subscription Term
Stephanie Johnson stephanie.johnson@foundant.com	12/03/2019 - 12/02/2021

Please Return Signed Quote by:
October 11, 2019

Qty	Item #	Description	Price	Total
1	GLM2STD	Grant Lifecycle Manager (GLM) - Standard Two-Year Licensed Subscription Includes 5 GLM Grant Processes, hosting, maintenance and support with no limitations on the number of users or incoming requests.	\$8,500.00	\$8,500.00
			Total	\$8,500.00

This is not an invoice. Please sign, return and an invoice will be emailed
Please note #12 in quote terms and conditions below for sales tax information

Quote Terms and Conditions:

1. Foundant Technologies Terms and Conditions apply as stated in the Foundant Technologies Standard Terms and Conditions Software License and Services Agreement with Customer.
2. Quoted prices are in U.S. dollars. All payments shall be in U.S. dollars and are due Net 30 from the invoice date.
3. All GLM Licenses include hosting, maintenance, upgrades and support with no limitations on the number of users.
4. This is a binding commitment, which is not subject to the issuance of any further purchase orders, confirmations or other events.
5. Foundant Technologies' Standard Terms and Conditions and this proposal represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document, unless the additional terms are accepted in writing by Foundant Technologies.
6. This order will be processed upon receipt of a copy of this letter signed by a representative of your organization.
7. Special conditions override standard conditions in the event of an inconsistency.
8. Should you choose to terminate your contract prior to the subscription end date, Foundant Technologies will provide a pro-rated refund for the remaining, unused portion of the software subscription fee.
9. GuideStar Charity Check is licensed for up to 1,000 total lookups over the subscription term, if applicable based on the items purchased via this Quote.
10. Unless otherwise noted, client activity level is expected to be less than 5,000 online form submissions through GLM per year. Any deviation from this expectation should be communicated by client to Foundant at least four weeks prior to the initiation of such activity and Foundant reserves the right to limit access to GLM if adequate notice is not provided.
11. Should Foundant's prices increase prior to a renewal date, we commit that your next renewal will be no more than 10% increase over your most current subscription fee.
12. Prices set forth in this quote do not take into account any sales tax. We collect and remit sales tax from our customers located in certain state and local jurisdictions. We determine your local taxing jurisdiction based on the billing address in this quote. In order to determine if you are exempt from sales tax, you must provide proof of your organization's state sales tax exemption. Please note, states do not recognize your 501(c)3 letter as proof of exemption. For details on the most recent U.S. Supreme Court ruling on state tax law, visit https://www.supremecourt.gov/opinions/17pdf/17-494_j4el.pdf.

Special Conditions:

Split Payments

50% due 12/3/2019 \$4250

50% due 12/3/2020 \$4250

Software to Maximize the Impact of the
Philanthropic Community

Contact to receive invoice:

Billing Contact(s) Name

Billing Contact(s) Email

To accept, please sign and date:

Signature

Date

Printed Name

 Is a PO required? (Check for Yes)