



SAAS SERVICE AGREEMENT – Order Form

Customer: The City of Hallandale Beach	Contact: Geovanne Neste
Address: 400 South Federal Highway	Title: Finance Director
Hallandale Beach, FL 33009	Phone: (954) 457-1371
	E-Mail: greste@hallandalebeachfl.gov

Services: Access to Gravity (the “Service(s)”).

Service Fees – Year 1: The Customer has the right to identify up to 6 Named Users to have Access to Gravity. The Service Capacity includes:

- Gravity Base Platform (includes 2 Named Users) \$10,000
- Gravity ACFR module (includes 2 Named Users) \$5,000
- Gravity Lease & Debt Management module (includes 2 Named Users) \$1,000

Total Service Fees – 12 months \$16,000 USD

50% of the Service Fees for the first year are payable net 30 days after the commencement of the Gravity Kick-off meeting and 50% of Service Fees for the first year are payable after 6 months.

Optional Annual Contract Extension starting Year 2

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 \$16,000.

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.

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 \$16,640.

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 \$17,306.

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 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 \$17,998.

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.

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 \$6,000
- Monthly Report Implementation Services \$3,000
- Gravity Lease Management for up to 15 leases Included
- Gravity Debt Management for up to 10 Debt Issuances Included

Total Implementation Fee (one-time fee): \$9,000 USD

50% of Implementation fees (\$3,000 USD) are payable net 30 days after the commencement of the Gravity Kick-off meeting and 50% of the remaining implementation fees (\$3,000 USD) are payable on successful roll-over of the ACFR.

50% of Implementation fees (\$1,500 USD) are payable net 30 days after the commencement of the Gravity Kick-off meeting and 50% of the remaining implementation fees (\$1,500 USD) are payable on successful roll-over of the Monthly Report.




SAAS SERVICES AGREEMENT – Order Form


This SaaS Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2022 (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.:

The City of Hallandale Beach, FL:

By: Barry Ginsburg
Name: B. Ginsburg
Title: COO

By: 
Jeremy Earle (Aug 31, 2022 18:06 EDT)
Name: Dr. Jeremy Earle
Title: City Manager

Approved for Form and
Legal Sufficiency

City Attorney



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. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services.

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 after five (5) years following the disclosure thereof or 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. 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 (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. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. 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. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for 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.

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 without 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. 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 Florida without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.



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 ADA compliant ACFR
- Gravity - Implementation Services for Monthly Reporting automation
 - Comprehensive on-line training
 - IGM Consulting Services in setting up and using Gravity to produce the next Monthly Report
- Gravity - Implementation Services for Lease & Debt Management automation
 - Comprehensive on-line training
 - IGM Consulting Services in setting up and using Gravity to measure and maintain the reporting requirements proposed for GASB 87.



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.



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

V5 IGM Technology SaaS Agreement For the City of Hallandale Beach FL- ACFR Monthly report automation and Lease Management (1)

Final Audit Report

2022-08-31

Created:	2022-08-31
By:	Cary Santiago (csantiago@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmhA9dO3bkvmrFg_d_oPhOGqEpxTQd9Lu

"V5 IGM Technology SaaS Agreement For the City of Hallandale Beach FL- ACFR Monthly report automation and Lease Management (1)" History

-  Document created by Cary Santiago (csantiago@cohb.org)
2022-08-31 - 9:33:17 PM GMT- IP address: 12.174.10.21
-  Document emailed to Jeremy Earle (jearle@cohb.org) for signature
2022-08-31 - 9:33:59 PM GMT
-  Email sent to santiago@cohb.org bounced and could not be delivered
2022-08-31 - 9:34:25 PM GMT
-  Email viewed by Jeremy Earle (jearle@cohb.org)
2022-08-31 - 10:06:24 PM GMT- IP address: 12.174.10.21
-  Document e-signed by Jeremy Earle (jearle@cohb.org)
Signature Date: 2022-08-31 - 10:06:32 PM GMT - Time Source: server- IP address: 12.174.10.21
-  Agreement completed.
2022-08-31 - 10:06:32 PM GMT