



ANNUAL SERVICE AGREEMENT

Customer: City of Merced

Customer Contact:	Jeff Bennyhoff	Created Date	02 / 26 / 2026
Contact Email:	bennyhoffj@cityofmerced.gov	Currency:	USD
Billing Contact:	Jeff Bennyhoff	Service Term Start Date:	04 / 01 / 2026
Billing Email:	bennyhoffj@cityofmerced.gov	Service Term End Date:	03 / 31 / 2027
Billing Address:	678 West 18th Street Merced, California 95340		
PO#:			

Service Order Form

Annual Subscriptions

	Quantity	Annual Fees
PublicInput Meetings Advanced	1	\$10,249.00 per year



	Quantity	Annual Fees
<ul style="list-style-type: none"> • Meeting Registration – Public form for residents to register and choose participation method. • Meeting Sign-in Kiosks – On-site digital check-in via kiosk or QR code. • Custom Registration Form Builder – Create tailored registration fields for compliance and operations. • Meeting Comment Box – Online form for written comments tied to a meeting. • Voicemail Comments – Dedicated line for recorded public comments with transcription. • Meeting Transcript – AI-generated, timestamped transcript of meeting discussion and comments. • Live Streaming – Embed live video directly on the meeting participation page. • Live Captions – Real-time captions to improve accessibility and ADA support. • Live Polling – Run polls during meetings to collect instant public feedback. • Live Digital Comments – Accept real-time digital comments during live meetings. • Phone Dial-In Access – Let speakers join and queue by phone remotely. • Agenda Sync – Import agenda items from Legistar, OneMeeting, or manual setup. • Agenda Translation – Machine-translate agenda content for multilingual public access. • Speaker Registration – Register to speak on specific agenda items with stance. • Speaker Queue Management – Real-time clerk view for order, status, and speaker flow. • Meeting Reports – Live and post-meeting reporting on speakers, attendance, and comments. • FloorBoard Live Display – In-chamber display showing active speaker, queue, and timing. 		
Additional Meetings Admins	14	\$7,000.00 per year

Annual Total \$17,249.00

One-Time Services

	Price	Quantity	Total
Onboarding and Setup	\$2,149.80	1	\$2,149.80
<p>PublicInput will provide onboarding and implementation services, including project planning, kickoff, discovery, platform configuration, testing, training, and deployment support. Implementation is led by certified project managers using a proven, PMI-aligned methodology to ensure delivery on time and within scope. Following launch, PublicInput will provide ongoing customer support, maintenance, upgrades, and continuous improvement to help the Customer maximize long-term value from the platform.</p>			

One-Time Total \$2,149.80

APPROVED AS TO FORM:

Craig J. Cornwell 3/4/2026
 CRAIG J. CORNWELL Date
 City Attorney-City of Merced

Initial Term Total	\$19,398.80
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Invoice Date: Upon signed acceptance of this service agreement.



Payment Terms: Net 30

Additional Notes:

- Additional incremental annual subscription fees shall apply if Customer requests additional units or services during the Service Term period.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.
- Remittance Advice & Billing Inquiries: accounting@publicinput.com
- The Service Term shall be the period starting from the Service Term Start Date through the Service Term End Date.
- Text credit purchases are non refundable and non transferable.

This Service Agreement, and any subsequent Service Agreement executed by PublicInput and the Customer named below, and including the Terms of Service at: <https://publicinput.com/wp/terms-conditions/> and all terms referenced herein and therein and all attachments, exhibits and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this Service Agreement, Customer agrees to each of the foregoing. This Service Agreement is effective as of the last date of signature by both PublicInput and Customer as set forth below (the "**Effective Date**").

The pricing offered in this Service Agreement is valid 60 days from Created Date.

City of Merced Addendum to Terms and Conditions

Notwithstanding anything to the contrary in the PublicInput Terms and Conditions referenced in this Service Agreement, the following modifications shall apply solely to the Agreement between Provider and the City of Merced:

1. Renewal

The Agreement shall commence on the Service Term Start Date and continue through the Service Term End Date as set forth in this Service Agreement. The Agreement shall expire at the end of the Service Term unless the parties mutually agree in writing to renew the Agreement for an additional term. Any renewal shall be subject to mutually agreed pricing.

The automatic renewal provision in the PublicInput Terms and Conditions is hereby deleted for purposes of this Agreement.

2. Accessibility (WCAG 2.1 AA)

Provider represents that the hosted PublicInput platform is designed to substantially conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards. Provider shall use commercially reasonable efforts to maintain such substantial conformance during the Term and to remediate verified accessibility issues identified by Customer in a timely manner.

3. Cyber Liability Insurance



Provider shall maintain during the Term cyber liability insurance, including coverage for network security and privacy liability, with limits of not less than \$2,000,000 per occurrence and in the aggregate, issued by a carrier authorized to do business in the United States. Upon request, Provider shall furnish a certificate of insurance evidencing such coverage.

4. California Public Records Act

The parties acknowledge that the City of Merced is a public entity subject to the California Public Records Act (Gov. Code § 6250 et seq.) and other applicable disclosure laws. The City may disclose information, including Confidential Information, to the extent required by law.

In the event the City receives a request for disclosure of any information designated as Confidential Information by Provider, the City shall:

- Promptly notify Provider in writing of the request (to the extent legally permitted);
- Provide Provider a reasonable opportunity to assert any applicable exemptions or seek a protective order or other appropriate remedy;
- Cooperate, at no material cost to the City, in any reasonable efforts by Provider to prevent or limit disclosure; and
- Disclose only that portion of Confidential Information that the City determines, based on advice of counsel, is legally required to be disclosed.

Any disclosure made by the City in compliance with this Section shall not constitute a breach of the Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement shall be brought in a court of competent jurisdiction located in California.

This Service Agreement is accepted and agreed to by:

Citizen Solutions, Inc. dba PublicInput	Merced City, CA
DocuSigned by: <i>Kevin Fowler</i> 00B122B8272B46D...	CITY OF MERCED A California Charter Municipal Corporation
Kevin Fowler	BY: <i>Scott McBride</i> City Manager <i>Scott McBride</i>
03/13/2026 8:39 AM PDT	DATE: <i>3/12/26</i>

Account Number: 70084710-511009

Amount: \$19,398.80

ATTEST: *Scott McBride*
Scott McBride Assistant / Deputy City Clerk

APPROVED BY: *[Signature]*
Finance Officer



FINANCE ENTRY	
Contract No:	<u>1943</u>
Vendor No:	<u>2541</u>
Project String:	<u>N/A</u>
Funds Available:	<u>Funds available. XC 3/12/26</u> <u>FL 3/12/26</u>

Terms & Conditions

Updated 7/1/2025

THESE TERMS AND CONDITIONS GOVERN YOUR USE AND ACCESS TO THE SERVICES PURCHASED BY YOU UNDER AN APPLICABLE SERVICE AGREEMENT AND TOGETHER WITH EACH EXECUTED SERVICE AGREEMENT CONSTITUTE THE AGREEMENT.

BY ACCEPTING THESE TERMS AND CONDITIONS (THE AGREEMENT), BY EXECUTING A SERVICE AGREEMENT THAT REFERENCES THIS AGREEMENT, THE CUSTOMER (“Customer”) AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF THE CUSTOMER DOES NOT AGREE WITH THIS AGREEMENT, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement is effective between the Customer and Cityzen Solutions, Inc (dba PublicInput) as of the earlier of the date both the Customer and Cityzen Solutions, Inc. executed the Service Agreement referencing these Terms and Conditions or the date the Customer signed your acceptance (“Effective Date”) and may be amended only as set forth herein.

1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer available at www.publicinput.com/training and www.support.publicinput.com/en.

(e) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

(f) “**Services**” means the software-as-a-service offering described in the Annual Service Agreement. Any additional tasks outside of the software-as-a-service offering, including but not limited to website development or consulting, are not included in the Services.

(g) “**Fees**” means the Service Term Fee listed in the Annual Service Agreement.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the **Annual Service Agreement**, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with [Section 12\(g\)](#)) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes,

misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

Without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (i) host content, surveys, communications, or data on behalf of another organization or public agency that is not explicitly licensed to use the Services; (ii) share or permit any authorized administrative user to share any access credentials with any person other than an authorized administrative user. For additional clarity regarding this Section 2(c), frequently asked questions about agency licenses are provided at <https://blog.publicinput.com/agency-license-sharing>.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) Customer is more than fifteen (15) days late in paying any undisputed Fees, as described in Section 5(a). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) **General.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. **Support.** The access rights granted hereunder entitle Customer to the support services described on **Exhibit A** for one year following the Effective Date under this Agreement and thereafter, solely if Customer purchases additional support services.

5. Fees and Payment.

(a) **Fees.** Customer shall pay Provider the Service Term Fee for the Service Term as set forth in the **Annual Service Agreement**. Service Term Fee is due thirty days (Net 30) from receipt of invoice. For purposes of this Agreement, the Services Term Fee shall be referred to as the "**Fees**." Customer shall make all payments hereunder in US dollars on or before the Annual Payment Date set forth in the **Annual Service Agreement**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies and if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Provider reserves the right to increase its Fees at the end of the Service Term. All payments related to Fees are non refundable and non transferable.

(b) **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and

excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer.

(a) THE PROVIDER IP IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (“**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such

third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to: (A) modify or replace the Services, or component or part thereof, to make it non-infringing; or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This [Section 9\(a\)](#) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, and any Third-Party Claims based on Customer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED \$1,000,000.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN

VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. This Agreement shall begin as of the date Customer signed the **Annual Service Agreement** (the "**Effective Date**") hereof and, unless otherwise terminated pursuant to this Agreement's express provisions, continue through the Service Term as described in the **Annual Service Agreement** (the "**Service Term**"). The Service Term shall be referred to as a "**Term.**"

(b) Renewal. Upon completion of the Term, the expiring Agreement will renew for a one year term and continue in perpetuity unless Provider receives written notice from Customer no later than 30 days after the start of the renewal period. Provider may increase Fees by no more than 10% for the renewal period unless mutually agreed to by both parties.

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under [Section 2\(c\)](#) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or

involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(e) Survival. This Section 11(d) and 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond either Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. Unless prohibited by local law for government Customers, this Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Raleigh and County of Wake, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, whose consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, [Section 2\(c\)](#), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Text Credits. All text credits purchased for use on the PublicInput platform are non refundable and non transferable.

EXHIBIT A

SERVICE LEVELS AND SUPPORT

Standard Customer Support Contract Terms

PublicInput will provide onboarding and implementation services, as well as ongoing support and maintenance as reasonably requested by Customer. Support services related to bug reports or material defects, defined as a malfunction which causes failure of a critical feature or issues with platform performance, will be prioritized, and time associated with fixing any bugs or material defects will be included in the Annual Service Term Fee. Requests for modifications, not considered to be related to a bug or material defect, will be scheduled based on the nature of the request, resource availability, and is subject to pricing stated below. Custom Development, defined as product updates that do not currently exist in their exact form, will be delivered at PublicInput discretion. If approved, Custom Development will be scheduled based on resource availability and charged at the hourly rates set forth in this Agreement.

Standard Customer Support Includes:

- A. Periodic virtual user training
- B. Access to PublicInput API and API Documentation
- C. Customer support via phone, email, chat, ticketing system
- D. Hosting and backup services
- E. Data access for purpose of analytics
- F. Platform data extraction availability at all times: platform data will be available to extract provided the customer gives at least 24 hours notice (weekends excluded)

Optional Service Offerings & Fees

- A. Data Imports – Custom (Fee variation based on scope and complexity)
- B. Programming Services – \$500/hour (Includes customized development work; Minimum 20 hours)
- C. CS Professional Services – \$250/hour (Data research, clean up, special projects or other services; Minimum 8 hours)

Certificate Of Completion

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Tyler Contract Number: 1943

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Signer Events

Kevin Fowler

kevin@publicinput.com

VP of Operations & Finance

Cityzen Solutions, Inc dba PublicInput a Delaware Corporation

Security Level: Email, Account Authentication (Optional), Logged in

Electronic Record and Signature Disclosure:

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Signature

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Resent: 3/13/2026 8:38:12 AM

Viewed: 3/13/2026 8:38:35 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/13/2026 8:31:09 AM

Envelope Updated

Security Checked

3/13/2026 8:38:11 AM

Envelope Updated

Security Checked

3/13/2026 8:38:11 AM

Envelope Updated

Security Checked

3/13/2026 8:38:11 AM

Envelope Updated

Security Checked

3/13/2026 8:38:11 AM

Certified Delivered

Security Checked

3/13/2026 8:38:35 AM

Signing Complete

Security Checked

3/13/2026 8:39:18 AM

Completed

Security Checked

3/13/2026 8:39:18 AM

Payment Events

Status

Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Merced:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@cityofmerced.org

To advise City of Merced of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@cityofmerced.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from City of Merced

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Merced

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.