



Client: City of Griffin, Georgia  
Client Address: 100 S. Hill Street,  
Third Floor  
Griffin, GA 30024  
Effective Date: April 28, 2016

## SOFTWARE LICENSE & SERVICES MONTHLY SUBSCRIPTION AGREEMENT

This Agreement ("**Agreement**") is made and entered into as of the Effective Date specified above, by and between Formulytics, LLC a Georgia limited liability company, with offices located at Two Live Oak Center, 3445 Peachtree Road NE, Suite 1400, Atlanta, GA 30326 ("**Formulytics**"), and the Client having a principal place of business as designated above ("**Client**") (each a "Party hereto).

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows (including all Schedules hereto):

### 1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the meanings ascribed to such terms below.

**1.1. "Client Data"** means all data, files and information relating to Client's operations that has been input by Client and stored or used on either the Software or System.

**1.2. "Confidential Information"** means all confidential, non-public, proprietary information relating to a Party hereto, whether oral or written and in whatever medium, and with respect to (a) Client, shall include, without limitation, the Client Data and all business, marketing and financial information relating to the business of Client; (b) Formulytics, shall include, without limitation, all business, marketing and financial information relating to the business of Formulytics, as well as all technical and other information relating to Formulytics' intellectual property including, without limitation, the Software, the Documentation with respect thereto, and the System; and (c) any information relating to fees,

pricing, terms, conditions, or concessions included in this Agreement or any agreement between the parties. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality on the part of the Party receiving same in connection with this Agreement; (ii) is at any time received from a third-party by the party that receives the same in connection with this Agreement (unless the Party receiving the information has actual knowledge or should have known, that the third-party supplying such information has breached an obligation to keep the information confidential); (iii) was approved for release by specific written authorization from the Party that disclosed the same in connection with this Agreement, but only to the extent and scope of release authorized; (iv) was known to the Party receiving the same before disclosure of same pursuant to the parties' relationship, as evidenced in the records of such Party; or (v) is subject to inspection or any copying under the Georgia Open Records Law (or other applicable state and federal open records and freedom of information laws) or similar statutory act or court order.

**1.3. "Documentation"** means the commercially available operating, training and reference manuals relating to the use of the Software, as applicable, and any other materials or documents and any enhancements, modifications or upgrades thereto, supplied to Client by Formulytics pursuant to this Agreement.

**1.4. "Software"** means the Gang Prosecution & Investigative Case Management Platform software of Formulytics (including any third party software licensed therein).

**1.5** **"System"** means the Software and web-based architecture and interfaces of Formulytics, along with certain third party and Formulytics proprietary operating systems, application with this Agreement, and all versions, modifications, upgrades and enhancements of the same developed by Formulytics.

**1.6.** **"Term"** means month-to-month.

**2. License.** Subject to payment of the applicable monthly license fee, Formulytics grants to Client, and its employees, contractors and agents working on behalf of client, a limited, non-exclusive license during the Term of this Agreement, to (1) use and access the Software and System for Client's internal, in-house business purposes and (2) use the Documentation in connection with such foregoing rights (collectively, the "Software License"). All rights granted to Client are non-transferable, non-sublicensable and non-assignable. Except as expressly stated herein, Client is granted no other rights hereunder, including, without limitation, no other rights in and to the use and/or distribution of the System and the Software. Client shall not sell, resell, lease, share or rent, whether or not any fee is collected, the Software and System in a service bureau, application service provider or timesharing arrangement.

Client assigns to Formulytics all copyright, patent and any other intellectual property rights in and to any workflows, software code, forms, templates, tools and logic processes that Client (and participating users) develops from or contributes to the System. Client shall in all cases own Client Data input by Client and its participating users for the benefit of Client. Client hereby grants Formulytics a perpetual, paid-up, royalty-free, non-exclusive, transferrable, sub-licensable and worldwide right and license to retain and use Client Data for Formulytics' commercial and non-commercial purposes, subject to compliance with applicable laws.

Client acknowledges and agrees that the Software, Documentation and System, and all

software, designs, architecture, communications networks, servers, routers and other hardware and Documentation to be provided by Formulytics to Client in accordance intellectual property rights therein, remain the property of Formulytics and its licensors.

Client will not remove any proprietary notices of Formulytics or third parties found in or on the Software or the System. Except as expressly provided herein, the Software and System in object code and source code form, and all rights in the System, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Formulytics. Formulytics expressly reserves all rights not expressly granted herein. Except as expressly provided in this Agreement, no express or implied license or right of any kind is granted to Client regarding the Software, the System and the Documentation including, but not limited to, any right to use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify or adapt the Software, the System or Documentation or create derivative works based upon the Software or Documentation or any portions thereof, or obtain possession of any source code or other technical material relating to the Software or the System. Further, Client shall not decompile, reverse assemble or otherwise reverse engineer the Software or the System. For purposes of clarification, it is acknowledged and agreed that proprietary notices referred to in this Section 2 shall be customary copyright, patent and trademark notices normally affixed or displayed within the software industry and on websites on proprietary products such as those of Formulytics and those of third parties contained within the Software or the System.

### **3. CLIENT REQUIREMENTS.**

#### **3.1. Data Accuracy; Equipment.**

Client acknowledges that Formulytics has no responsibility for the accuracy of information input by Client personnel, employees, users or other third parties into the Software or System, and Client will promptly inform Formulytics in

the event that Client suspects a defect in the Software or System may be affecting Client's information.

**4. THIRD PARTY PROVIDERS.** Client acknowledges that portions of the Software or System may be powered by, or consist of components including, third party software and other proprietary technology. Formulytics reserves the right to reconfigure, replace or substitute such components or technology in a manner that Formulytics believes is appropriate, so long as the essential functionality covered thereby is provided to Client.

**5. TERM AND TERMINATION.**

**5.1. Term & Termination.** The term of this Agreement shall begin on the Effective Date and shall continue for an initial period ending at the end of the current calendar year and shall automatically renew for successive one (1) year periods unless and until either Party provides written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then current term, or unless earlier terminated in accordance with this Agreement. Formulytics may terminate this Agreement immediately at any time, upon notice to Client, if Client fails to make timely payment of a Monthly License Fee. Client may terminate this Agreement at any time on a specified last day of a calendar month (Month-End Termination Date) by providing at least thirty (30) days prior notice to Formulytics before such Month-End Termination Date.

**5.2. Return of Software Upon Termination.** Upon termination of this Agreement for any reason, unless Client and Formulytics have entered into a separate signed written agreement for the extended use of the Software and System, Client shall within ten (10) days following termination return all copies of the Software and all Documentation that relates to the design, development, operation, testing, or use of the Software and System or any additions or modifications thereto.

**5.3. Survival.** Termination of this Agreement by either Party pursuant to the provisions of this Section 5 shall terminate each Party's obligations under this Agreement except that

the provisions of Sections 1 and 3-14, shall all survive termination of this Agreement.

**6. PRICING AND PAYMENTS.**

**6.1. Fees.** In consideration for the Software License granted herein, Client shall pay to Formulytics the fees and expenses specified on Schedule A attached hereto (the "**Software License Fees**"). Maintenance and Hosting terms are set forth in Schedule B and Formulytics' Customer Support Policy is set forth in Schedule C. Formulytics, at its option, may suspend the Software License and any services provided hereunder, in whole or in part, if Formulytics does not receive any amount due and owing under this Agreement by the due date.

**7. WARRANTIES AND INDEMNIFICATION.**

**7.1. Intellectual Property Warranty.** Formulytics represents and warrants that it either owns or has acquired rights necessary to grant the Software License set forth herein.

**7.2. Formulytics Indemnification.** Formulytics shall indemnify and hold harmless Client and its affiliates, officers, directors, employees, agents and representatives from and against all damages, costs, expenses, judgments and liabilities, including, without limitation, reasonable attorneys' fees and expenses arising from: (i) a determination by a court of competent jurisdiction of U.S. patent or copyright infringement by the Software or System, or (ii) any third party claim against Client arising from Formulytics' gross negligence or willful misconduct (or that of Formulytics' personnel) that arises in whole or in part under this Agreement. Indemnification is contingent upon Formulytics being promptly notified of such claim, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Client in connection therewith at Formulytics' expense. Notwithstanding the foregoing, Formulytics will have no indemnification obligation hereunder with respect to claims based on:

- (i) unauthorized or unpermitted use of the System, the Software or Documentation, or

any component parts of any of the foregoing;

(ii) the combination of the Software with any other software or hardware;

(iii) any changes, alterations, modifications or extensions of the System or Software made by any person or entity other than Formulytics; or

(iv) Client's failure to implement changes recommended by Formulytics if the infringement would have been avoided in the absence of such implementation.

If the System or Software is finally determined by a court of competent jurisdiction to constitute an infringement of any U.S. patent or copyright of a third party and Client's use of the System or Software is enjoined, Formulytics shall, at its option: (i) procure the right for Client to continue to use the System or Software as contemplated hereunder; (ii) replace or modify the System or Software with a version thereof that is not infringing so long as the replacement or modification allows the System or Software to perform essentially the same functions, or (iii) if Formulytics reasonably determines that the options specified in sub clauses (i) and (ii) cannot be procured or implemented on commercially reasonable terms, terminate this Agreement.

**7.3. Authority and Performance.**

Formulytics represents and warrants that Formulytics has obtained all corporate right and authority to enter into this Agreement and perform its obligations hereunder.

**7.4. Services Warranty.** Formulytics represents and warrants that Professional Services and Customer Support Services provided hereunder shall be provided in a professional and workmanlike manner.

**8. CLIENT WARRANTY AND INDEMNIFICATION.**

**8.1 Client Warranty.** Client represents and warrants that it has obtained all right and authority to enter into this Agreement and perform its obligations hereunder, and that upon execution of this Agreement by Client or its authorized agent (including its management company acting as agent), this Agreement will constitute Client's legal, valid and binding

obligation, enforceable in accordance with its terms.

**8.2 Client Indemnification.** To the extent allowed by law, Client will indemnify and hold Formulytics and its affiliates, officers, directors, employees, agents and representatives harmless from and against all damages, costs, expenses, judgments and liabilities, including, without limitation, reasonable attorneys' fees and expenses, arising from Client's gross negligence or willful misconduct (or that of Client's personnel) or from any third party claim of any kind arising in whole or in part from Client's usage of the Software Services provided under this Agreement. Indemnification is contingent upon Client being promptly notified of such claim, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Formulytics in connection therewith at Client's expense.

**9. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY INDICATED IN SECTIONS 7 AND 8 HEREOF, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE SYSTEM, THE SOFTWARE, THE SOFTWARE SERVICES OR THE PROFESSIONAL SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

**10. LIMITED LIABILITY.**

**10.1.** EACH PARTY AGREES THAT, EXCEPT FOR LIABILITIES ARISING UNDER SECTIONS 7.2 AND 8.2 HEREIN, THE OTHER PARTY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, MISUSE OF DATA BY



THIRD PARTIES, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE OTHER PARTY'S SYSTEM OR SERVICES, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**10.2.** EXCEPT TO THE EXTENT THIS LIMITATION CONTRAVENES APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES FOR ANY DAMAGES INCURRED BY THE OTHER PARTY (OTHER THAN FOR (A) OBLIGATIONS UNDER SECTIONS 7.2 AND 8.2, (B) ANY INFRINGEMENT BY CLIENT OF THE INTELLECTUAL PROPERTY RIGHTS OF FORMULYTICS IN THE SOFTWARE OR SYSTEM) EVER EXCEED THE HIGHER OF THE COLLECTIVE FEES PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**11. NOTICES.** Any notice, approval, request, authorization, direction or other communication required or permitted under this Agreement shall be given in writing and shall be deemed to have been delivered and given, for all purposes, (a) on the delivery date, if delivered personally to the Party to whom the same is directed, (b) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (c) five (5) business days after the mailing date, if sent by certified U.S. mail, return receipt requested, postage and charges prepaid, to the address set forth on the front page of this Agreement, or to any other address as the Party to whom such notices are to be sent shall direct from time to time in accordance with the foregoing.

## **12. CONFIDENTIALITY.**

**12.1 Use and Disclosure.** Except as required by the Georgia Open Records Law (or other

applicable state and federal open records and freedom of information laws), other statutory requirement or court order, during the term of this Agreement and as otherwise required by applicable law, including privacy laws, each of the parties agrees: (i) to protect the Confidential Information of the other Party from disclosure by using at least the same degree of care it uses to protect its own Confidential Information of a like nature; (ii) to use the Confidential Information of the other Party only as permitted under this Agreement; (iii) not to reproduce the Confidential Information of the other Party in any form except as permitted under this Agreement; (iv) not to disclose or otherwise permit access to the Confidential Information of the other Party to any person or entity, except to the extent reasonably required to accomplish the intent of this Agreement; and (v) to ensure that its employees (and contractors or agents, if any) participating in the performance of this Agreement are advised of the confidential nature of the Confidential Information of the other Party, and agree to comply with the confidentiality obligations under this Agreement including the prohibitions on using, copying or disclosing such Confidential Information for any purpose other than as permitted by this Agreement.

**12.2 Legally Required Disclosure.** Subject to Section 12.1, each of the parties shall reveal the other Party's Confidential Information only to those of such Party's personnel whose knowledge thereof is reasonably necessary to enable such Party to perform or exercise rights hereunder. In the event that a Party or any of its directors, officers, or employees is required by deposition, interrogatory, request for documents, subpoena, civil investigation demand, or similar process to disclose any of the Confidential Information of the other Party, such Party, subject to the following sentence, may disclose only that portion of the Confidential Information that such Party is legally required to be disclosed.

**12.3 Notice.** Each of the parties will notify the other promptly in writing of any circumstances of which it has knowledge surrounding any possession, use or knowledge of

the Confidential Information of the other Party, or any part thereof, by any person or entity other than those authorized hereunder.

**12.4 Return of Confidential Information.**

Subject to Formulytics right to retain and use Client Data pursuant to the license grant in Section 2, upon any termination of this Agreement or upon request by the other Party at any time, each Party shall return to the other Party all Confidential Information of the other Party disclosed to, learned by, or otherwise acquired by such Party in connection with this Agreement (and any copies thereof).

**12.5 Right to Publish Client Name.**

Formulytics shall have the right to use Client's name in public information about Formulytics and its offerings. This may include use in marketing materials, press releases and other similar publication. Such disclosure shall not include any Confidential Information.

**13. DISPUTE RESOLUTION.**

In the event of a dispute between the parties relating to this Agreement and upon the written request of either Party, each of the parties will appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other Party, in each Party's sole discretion, all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated representatives but may include the preparation of agreed upon statements of fact or written statements of position.

**14. MISCELLANEOUS.**

**14.1 Force Majeure.** Any delay or failure of either Party in the performance of its obligations hereunder shall be excused if and to the extent caused by unforeseeable events beyond the reasonable control of such Party. Nothing in this Section 14.1 shall limit or otherwise relieve

Client's obligation to pay any monies due Formulytics under the terms of this Agreement; provided, however, that if Formulytics fails to provide services in accordance with this Agreement due to the occurrence of a force majeure event, all those amounts payable to Formulytics hereunder shall be equitably adjusted in a manner such that Client shall not be responsible for paying for services which it does not ultimately receive.

**14.2 Assignment.** Neither Party shall assign or otherwise transfer all or any of its rights, obligations or interest under this Agreement without the written consent of the other Party, and any attempt to do so shall be null and void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement; provided, however, that Formulytics shall have the right to assign its rights and obligations hereunder to a successor entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving Formulytics. This agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.

**14.3 Waiver.** The failure of either Party to insist upon the strict performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any other provision herein.

**14.4 Rights Cumulative.** The various rights and remedies given to or reserved by either Party herein or permitted by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an endorsement of any continuing or subsequent breach of the same or any other provision.

**14.5 Governing Law.** This Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the State of Georgia, excluding its conflict of law rules.

**14.6 Entire Agreement.** This Agreement, together with any schedules and exhibits attached hereto, which are hereby incorporated herein, sets forth the entire agreement between

the parties relating to the subject matter hereof, and supersedes any and all prior agreements, whether oral or written, between the parties with respect to the subject matter hereof.

**14.7 Amendment.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties.

**14.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all which, when taken together, shall constitute one and the same document.

**14.9 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives (or authorized

agents) and made effective as of the Effective Date.

**FORMULYTICS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GRIFFIN, GEORGIA:**

By: \_\_\_\_\_

Dick Morrow, Chairperson

Attest: \_\_\_\_\_

Kenny L. Smith, Secretary

Approved as to form:

By:   
Andrew J. Whalen, III  
City Attorney

## **SCHEDULE A**

This Schedule A is executed in connection with that certain Formulytics Software License Agreement, made effective as of the Effective Date (the “**Agreement**”), by and between Formulytics, L.L.C. and the Client designated below. Capitalized terms used in this Schedule A that are not otherwise defined in this Schedule A shall have the meaning ascribed to such terms in the Agreement.

**Description:**

GANG COLLABORATION PLATFORM

User Licenses: 5

Modules included:

- Intelligence
- Collaboration

**Monthly License Fee:**

**\$ 1,000.00 – payable monthly.**

**Payment Terms:**

**1<sup>st</sup> Payment of \_\_\_\_\_ due on \_\_\_\_\_. Subsequent payments due by the 1<sup>st</sup> day of each calendar month.**

**Hosting:**

***See Schedule B.***

Hosted by Formulytics on Microsoft Azure Cloud.

**Included in Monthly License Fee.**

**Monthly Support &  
Maintenance**

***See Schedules B & C.***

**I. Included in monthly hosting fees.**



## **SCHEDULE B – Maintenance & Hosting**

### **TERMS:**

Monthly hosting & maintenance subject to payment of monthly license fee.

### **MAINTENANCE SUPPORT SERVICES CONSIST OF:**

- I. Telephone and on-site support to assist with set-up, configuration and use of the Software and System
- II. Product training (either by phone, web conference, or on-site)
- III. Access to Product updates and enhancements deployed during maintenance cycle.

### **HOSTING SERVICES**

CLIENT understands that FORMULYTICS will host and manage the product using Microsoft Azure Cloud Services and utilize Microsoft Multi-Factor Authentication Services (the “Hosting Services”). CLIENT acknowledges and agrees that FORMULYTICS is bound by, and its obligations and rights as to Client are limited by, Microsoft’s Service Level Agreements and Online Service’s Agreements (“Third Party Hosting Agreements”), including but not limited to:

Online Subscription Agreement: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/>, Virtual Machine SLA: [https://azure.microsoft.com/en-us/support/legal/sla/virtual-machines/v1\\_0/](https://azure.microsoft.com/en-us/support/legal/sla/virtual-machines/v1_0/), Cloud Services SLA: [https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/v1\\_0/](https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/v1_0/), and Multi-Factor Authentication SLA: [https://azure.microsoft.com/en-us/support/legal/sla/multi-factor-authentication/v1\\_0/](https://azure.microsoft.com/en-us/support/legal/sla/multi-factor-authentication/v1_0/).

**FORMULYTICS EXPRESSLY DISCLAIMS ANY WARRANTIES, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE IN CONNECTION WITH THE HOSTING SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. CLIENT AGREES THAT FORMULYTICS SHALL NOT BE LIABLE, AND CLIENT SHALL NOT ASSERT ANY CLAIM AGAINST FORMULYTICS, FOR ANY DAMAGES ARISING FROM AN ACT, OMISSION OR BREACH OF THE THIRD PARTY HOSTING AGREEMENTS WITHIN THE SOLE AND DIRECT CONTROL OF THE THIRD PARTY HOSTING PROVIDER. CLIENT’S SOLE REMEDIES FOR ANY FAILURE OR DEFICIENCIES IN SERVICE RELATING TO THE HOSTING SERVICES AND RESULTING FROM ACTS OR OMISSIONS OF THE THIRD PARTY HOSTING PROVIDER SHALL BE LIMITED TO THOSE REMEDIES AVAILABLE TO FORMULYTICS PURSUANT TO THE THIRD PART HOSTING AGREEMENTS; PROVIDED, FORMULYTICS AGREES TO USE COMMERCIALY REASONABLE EFFORTS TO PURSUE AVAILABLE REMEDIES ON ITS AND CLIENT’S BEHALF AS MAY BE APPLICABLE.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives (or authorized agents) and made effective as of the Effective Date.

**FORMULYTICS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF GRIFFIN, GEORGIA:**

By: \_\_\_\_\_

Dick Morrow, Chairperson

Attest: \_\_\_\_\_

Kenny L. Smith, Secretary

Approved as to form:

By:  \_\_\_\_\_  
Andrew J. Whalen, III  
City Attorney

### **SCHEDULE C – Formulytics Customer Support Policy**

Support Services consist of: (i) reasonable amounts of telephone support to assist Client with its initial set-up and implementation regarding the use of the Software and System (during the hours of 8:00 a.m. to 5:00 p.m. ET); and (ii) in Formulytics' discretion, Updates and Enhancements provided to other similarly situated clients. Formulytics may discontinue Support Services at any time upon written notice to Client: (i) for any superseded versions of the Software and System; (ii) if the Software is dependent on third party software or hardware components that are no longer supported by their developer or manufacturer; or (iii) in the event of any unauthorized use of, or modifications, alterations or changes to, Software and/or System by Client.