

Master Subscription Agreement

This Master Subscription Agreement is entered into as of the date of the last party to sign below ("**Effective Date**") between Sitecore USA, Inc. ("**Sitecore**"), with offices at 101 California Street Suite 1600, San Francisco, CA 94111, and Bay Area Air Quality Management District ("**Customer**"), with offices at 375 Beale Street, San Francisco, CA 94105, USA. Unless otherwise defined below, capitalized terms will have the meaning given to them in the last section of this document.

1) **FRAMEWORK**

- a) This Master Subscription Agreement, together with all incorporated Orders, constitutes the "**Agreement.**" An "**Order**" consists of an order for Software or Services which is separately executed by Sitecore and Customer on or after the Effective Date and which states its intention to be governed by this Master Subscription Agreement. An Order may incorporate attachments or exhibits that contain additional information relevant to a particular Software or Service. Affiliates of the parties may agree to operate under this Master Subscription Agreement, and in such event, the Affiliates may enter into an Order and agree to be bound by these terms.
- b) This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. In the event of conflict, the documents will have the following order of precedence: first, this Master Subscription Agreement, and then the applicable Order. Specific exceptions may be agreed upon in writing by Customer and Sitecore under a particular Order by specifically referencing the language that the parties agree to override. Exceptions will apply only for the Order in which they are included and will not amend, cancel, or waive any provision of the Agreement for any other Order. This Agreement may be amended only by a written document signed by both parties specifically noting its intent to amend. Any additional terms or conditions contained in any purchase orders, acknowledgments, invoices, click-through license agreements or other documents delivered, provided, or made available in connection with this Agreement will be of no force and effect.

- 2) **INVOICING AND EXPENSES.** Payment terms for any Software or Services will be set forth in the applicable Order. Customer will only reimburse Sitecore for travel and accommodation if pre-authorized by Customer.
- 3) **TAXES.** Customer will be responsible for sales, use, value-added tax, and excise taxes and any like charges required to be collected by Sitecore with respect to the Software and Services provided by Sitecore, and Sitecore will list those taxes and charges as separate line items on Sitecore's invoice. Sitecore will be responsible for all taxes related to its Personnel or business operations, including taxes based on the net income of Sitecore and any taxes payable upon the payroll of Personnel engaged in Services. If Customer is exempt from transaction taxes, Customer will provide Sitecore with evidence of such tax-exempt status prior to entering into any Order.

4) **SOFTWARE LICENSES AND RESTRICTIONS**

- a) The terms of this Section 4 will apply to an Order for Software except to the extent explicitly overridden in such Order. Additionally, such Order may set forth other specific license terms and restrictions applicable to the Software being licensed to Customer. All licenses are limited to use by the Customer or Affiliate executing the Order unless the applicable Order specifically states otherwise.
- b) Subject to compliance with this Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license, solely during the Subscription Term, to copy and use the

Documentation, and the Software in supported configurations as described in the Documentation, in compliance with applicable law, solely for the Permitted Usage.

- c) Sitecore and its licensors retain all right, title and interest in the Software and Documentation. Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Software or Documentation or any portion thereof, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Software or Documentation or any portion thereof, or (iii) create any derivative works of the Software or Documentation.
- d) Upon execution of an Order for Software, Customer will be provided a license key that gives Customer access to the Software ("License Key"). The License Key will be time-limited until full payment of the applicable fees have been received by Sitecore.
- e) Customer may permit Authorized Third Parties to assist Customer in the implementation and use of the Software provided that: (i) such activities are within the scope of the activities Customer is itself authorized to perform under the Agreement; (ii) such Authorized Third Parties' acts are primarily for the direct or indirect benefit of Customer; and (iii) such Authorized Third Parties are not charged a fee by Customer for such activities. Customer is prohibited from using the Software in any time-sharing or other commercial arrangement of any kind that makes the Software available to third parties for the third party's own benefit. Except as expressly stated in the Agreement, no third party has any rights under the Agreement. Customer is fully liable for compliance with this Agreement by its Authorized Third Parties.

5) **SUPPORT & MAINTENANCE**

- a) Sitecore will provide support and maintenance services during each applicable Subscription Term in accordance with the terms of the applicable Order.

6) **CONSULTING SERVICES**

- a) Customer may request Sitecore to provide Consulting Services for its employees or Authorized Third Parties, and if agreed upon such Consulting Services will be documented in an Order. Subject to compliance with this Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy, use and modify any Deliverables provided by Sitecore solely for Customer's internal business purposes.
- b) Subject to Customer's rights in any materials provided by Customer and incorporated by Sitecore into the Deliverables, Sitecore retains all right, title and interest in the Deliverables. Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Deliverables or any portion thereof.
- c) Any Consulting Services will be acquired by Customer as a pre-paid pool of hours, where each day purchased will equate to 8 hours. The hours consumed will be counted in time increments of 60 minutes. Unless otherwise set forth in an Order, the pool of consultancy hours must be consumed within 12 months of the Order effective date, after which date any remaining hours will otherwise expire. Sitecore will not pay any refund for expired Consulting Services.

7) **TRAINING SERVICES**

- a) Customer may request Sitecore to provide Training Services for its employees or Authorized Third Parties, and if agreed upon such Training Services will be documented in an Order under this Agreement. Such Training Services may consist of participating in publicly available classes, or scheduling Customer-specific training.

- b) Subject to compliance with this Agreement, Sitecore grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy and use any Training Materials provided by Sitecore solely for Customer's internal business purposes.
- c) In the course of performing Training Services Sitecore may provide Customer with one or more temporary license keys that give access to Sitecore software ("**Training Software**") to facilitate a training session. Sitecore hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use any Training Software provided by Sitecore solely for Customer's internal business purposes, only for the time period needed to complete the training activities. THE TRAINING SOFTWARE IS PROVIDED "AS IS" AND SITECORE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE TRAINING SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY, PERFORMANCE, OR ACCURACY.
- d) Sitecore and its licensors retain all right, title and interest in the Training Software. Except as specifically authorized under the Agreement, by applicable law or by Sitecore in writing, Customer will not (i) copy, modify, disclose, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate the Training Software or any portion thereof, (ii) rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Training Software or any portion thereof, or (iii) create any derivative works of the Training Software. Unless pre-approved in writing by Sitecore, Customer is prohibited from (y) audio recording, editing, reproducing, broadcasting, live-streaming or otherwise making available, in whole or in part, the Training Services or any Training Materials to third parties, and (z) providing any third party with access to the name, voice, image, or likeness of the Sitecore training Personnel.
- e) Training Services are prepaid and, unless otherwise set forth in an Order, must be consumed within 12 months of the Order effective date, after which date any remaining credits will otherwise expire. Sitecore will not pay any refund for expired Training Services.

8) **PERSONNEL**

- a) Sitecore performs standard background checks on all newly hired employees, which include: (i) verification of education and previous employment, (ii) right to work in the applicable jurisdiction, and (iii) checks against applicable criminal databases where available and permitted by local law. Sitecore also requires all of its employees to comply with its Code of Business Conduct. In addition, Sitecore trains all of its employees on the proper treatment of confidential information as well as information security best practices.
 - b) Sitecore is an independent contractor and is responsible for all matters governing the employment of Personnel. Sitecore will be responsible for the supervision, direction, and control of its Personnel, as well as the payment of compensation and any other legally required benefits. In no event will Personnel be deemed an employee, subcontractor, representative, or agent of Customer.
- g) **LIMITED WARRANTIES.** Sitecore represents and warrants that:
- a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization, and that it has all requisite power and authority to carry out its obligations described in the Agreement;
 - b) it will render the support and maintenance services and the Services in a professional and workmanlike manner in accordance with industry standards using qualified Personnel with the necessary skills, qualifications and experience;

- c) that the Software provided to Customer under any Order for Software will comply with the Documentation for a period of 90 days following the effective date of the applicable Order ("**Limited Warranty Period**"). In the event any such Software does not operate according to the Documentation during this Limited Warranty Period, Sitecore will repair or replace the Software. If Sitecore is unable to repair or replace the Software within 30 days of receiving notice of the defect, Customer will have the right to terminate the applicable Order and receive a full refund of the fees paid for the Software under that Order, and such refund will be Customer's sole and exclusive remedy under this warranty;
 - d) that before delivery to Customer the Software has been tested by software generally used in the industry for such purposes to determine that the Software is free from viruses and other malicious code; and
 - e) its Personnel will comply with all applicable laws, rules, regulations, and ordinances of any governmental body (collectively, "**Applicable Laws**") and all obligations under the Agreement in performing the Services.
- 10) **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9 ABOVE OR TO THE EXTENT ANY WARRANTIES IMPLIED BY LAW CANNOT BE WAIVED, THE SOFTWARE, DELIVERABLES, TRAINING MATERIALS, AND DOCUMENTATION ARE SUPPLIED TO CUSTOMER "AS IS" AND SITECORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SOFTWARE, DELIVERABLES, TRAINING MATERIALS, OR DOCUMENTATION, OR ANY OTHER GOODS OR SERVICES PROVIDED BY SITECORE TO CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING. SITECORE EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.**
- 11) **CONFIDENTIAL INFORMATION.** The term "**Confidential Information**" means all information disclosed in written, oral, electronic, visual or other form by either party (each a "**Disclosing Party**") to the other party ("**Recipient**") and either (a) marked or designated as "confidential" or "proprietary" at the time of disclosure or (b) disclosed in circumstances under which a reasonable person would understand it is to be treated as confidential. Confidential Information does not include information that (i) is or becomes a matter of public knowledge through no fault of the Recipient, (ii) was rightfully in the Recipient's possession free of any obligation of confidence, (iii) was rightfully disclosed to Recipient by a third party without restriction as to use or disclosure, or (iv) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information. Recipient will hold the Confidential Information received from the Disclosing Party in confidence and will not, directly or indirectly, disclose it to any third party or entity. Recipient will limit use of and access to the Disclosing Party's Confidential Information to Recipient's employees and independent contractors who have (x) a need to know, (y) been notified that such information is Confidential Information, and (z) entered into binding confidentiality obligations no less protective of the Disclosing Party than the Agreement. Recipient will protect the Disclosing Party's Confidential Information by using the same degree of care as Recipient uses to protect its own confidential or proprietary information of a like nature (but not less than a reasonable degree of care). Recipient will promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient will be permitted to disclose Confidential Information pursuant to any statutory or regulatory authority or court order, provided that Recipient provides the Disclosing Party prompt prior notice (to the extent legally permitted to do so), and the scope of such disclosure is limited to the extent possible.
- 12) **INSURANCE.** Sitecore will maintain in force during the Term adequate liability insurance to protect Sitecore from: (a) errors and omissions and cyber liability related to the Software; (b) claims of personal injury, death,

or property damage that arise from Sitecore's provision of Services; and (c) claims under workers' compensation where required by law. Upon request, Sitecore will provide Customer with a copy of the applicable certificates of insurance covering Sitecore and its business operations.

13) TERM AND TERMINATION

- a) The Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section, will continue as long as there is an active Order in place between the parties or any of their Affiliates (the "Term").
- b) Either party may terminate this Master Subscription Agreement and any active Order if the other party defaults in the performance of, or fails to perform, any of its material obligations under the Agreement or any Order and fails to cure that default within 30 days following receipt of written notice from the non-breaching party. For purposes of clarity, a party may choose to terminate only the applicable Order if the breach event was limited to the substance of that Order. If a party terminates the Master Subscription Agreement for breach, all active Orders will also terminate. In the event Sitecore terminates the Master Subscription Agreement or any Order for Customer's breach, Customer is still obligated to pay any fees which have accrued prior to termination.
- c) Either party may terminate the Agreement by providing written notice to the other party if: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (ii) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other party; (iii) the other party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; or (iv) the other party makes an assignment of its assets for the benefit of its creditors.
- d) Upon termination of any Order for Software, the Software license applicable to such Order will also terminate, and Customer will immediately cease all use of the Software provided to Customer under that Order and delete all copies thereof in its possession or control. Upon Sitecore's request Customer will then certify that such use has ceased and that the Software has been erased, destroyed or otherwise made inoperable by any user in the future. Upon termination of this Agreement, those provisions of this Agreement which by their nature are intended to survive will survive termination of this Agreement.

14) LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, AND BUSINESS INTERRUPTION EVEN IF THE PARTY HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PERSONAL INJURY OR TANGIBLE PROPERTY LOSS, SITECORE'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR SOFTWARE AND SERVICES UNDER THE AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY WILL NOT APPLY TO: (A) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (B) FRAUD OR WILLFUL MISCONDUCT; AND (C) CUSTOMER'S BREACH OF THE LICENSES GRANTED BY SITECORE IN THIS AGREEMENT.

- 15) **ASSIGNMENT.** Neither party may assign the Agreement, by operation of law or otherwise, except with the other party's written consent, which will not be unreasonably withheld or delayed, except that Sitecore may assign the Agreement to a successor (whether by merger, sale of assets, sale of stock, or otherwise) or an Affiliate that agrees to assume Sitecore's obligations under the Agreement. Any attempted assignment or transfer in violation of this Section will be void and of no force or effect.
- 16) **WAIVERS.** All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

- 17) **SEVERABILITY.** If any provision of the Agreement is adjudicated to be unenforceable, such provision will be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 18) **AUDIT RIGHTS & LICENSE VERIFICATION.** With respect to an Order for Software, Customer will maintain accurate records of its compliance with the Agreement and the Order during the Subscription Term, and will promptly provide these records to Sitecore upon its request. Sitecore may only request these records once in any 12-month period. If the records are not timely produced, or if Sitecore has reasonable grounds to question their accuracy, Sitecore may, at its own expense, engage an independent auditor to audit Customer's use of the Software. Any such audit will be conducted upon reasonable notice to Customer and during Customer's normal business hours using an auditor reasonably acceptable to Customer. Customer will reasonably cooperate with efforts to conduct the audit, including providing the auditor, in a timely fashion, all relevant information regarding its compliance with the Agreement. If such audit determines any unauthorized use of the Software, Sitecore will invoice Customer for all such unauthorized use in accordance with Sitecore's then-current retail prices computed from the date the excess usage commenced. If this invoice exceeds 10% of the amount of fees paid or payable under the applicable Order for Software for the most recent three years, Customer also agrees to pay the expense and costs of the audit. Customer will pay all invoices described in this section within 30 days from receipt. In addition, Customer understands that the Software may track and report to Sitecore the License Key ID, Customer name, hostname (Customer's website URL), host IP, version, and other usage information regarding the Software.
- 19) **NOTICES.** Each party will send notices to the other party at its address stated at the beginning of this Agreement or at an address specified by the receiving party in writing, attention Legal Department. All notices sent under the Agreement will be in writing, properly addressed, and: (a) mailed by first-class or express mail, receipt requested; (b) sent by reputable overnight delivery service; or (c) personally delivered to the receiving party. Each notice will be deemed given upon receipt of that notice by the other party.
- 20) **FORCE MAJEURE.** Except for any payment obligations under the Agreement, neither party will be in default or otherwise liable for any delay or failure to perform if such delay or failure arises by any event beyond its reasonable control, including, but not limited to, work stoppages, acts of war or terrorism, civil or military disturbances, or nuclear or natural catastrophes; provided the non-performing party provides prompt notice to the other party, and such failure or delay could not have been prevented by reasonable precautions. In such event, the non-performing or delayed party will be excused from further performance for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. In the event one party's lack of performance under this provision continues for more than 60 days, the other party may terminate this Agreement.
- 21) **COMPLIANCE WITH LAWS.** In performing its obligations under the Agreement, each party must comply with all applicable laws, rules and regulations, including the General Data Protection Regulation and any national derogations by an EU Member State or EEA country. Upon Customer request, Sitecore shall provide information necessary to demonstrate compliance with applicable laws, subject to any non-relevant commercial terms being redacted and an appropriate confidentiality agreement between the Customer and Sitecore being executed.
- 22) **GOVERNING LAW AND VENUE.** The validity, construction, interpretation, and performance of the Agreement shall be governed by and construed in accordance with the laws of the State of California except as to its principles of conflicts of laws. The parties hereby (a) submit to the exclusive jurisdiction of the federal court for the Northern District of California located in San Francisco, California (or, if the federal court does not have jurisdiction over the action, then in the appropriate California state court located in San Francisco County, California) for the purpose of any action arising out of or relating to the Agreement brought by any

party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that the Agreement may not be enforced in or by any of the above-named courts.

23) **DEFINITIONS.** Terms defined below but not used in this Master Subscription Agreement may be used in an Order.

- a) **"Affiliate"** means any person or entity directly or indirectly controlled by or under common control with a party as of or after the Effective Date, for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise).
- b) **"Authorized Third Parties"** means any subcontractors, agents or other third parties authorized by Customer to perform services related to the Software on behalf of Customer.
- c) **"Deliverables"** means any document, report, code or other tangible development work provided by Sitecore to Customer under an Order for Consulting Services.
- d) **"Documentation"** means the resources made available setting forth the then-current functional, operational, and performance capabilities of the Software, including as set forth on <http://doc.sitecore.net>.
- e) **"Consulting Services"** means the professional consulting services provided by Sitecore under an Order, whether provided remotely or onsite at Customer facilities.
- f) **"Permitted Usage"** will have the meaning set forth in the applicable Order for Software. If no Permitted Usage is specified in the Order, "Permitted Usage" means management of Customer's own current and future public-facing web properties.
- g) **"Personnel"** means Sitecore's employees, officers, and subcontractors.
- h) **"Services"** means any Consulting Services or Training Services that Sitecore performs or provides under this Agreement.
- i) **"Software"** means any of Sitecore's proprietary software products specified in an Order, including any patches, updates or upgrades provided by Sitecore .
- j) **"Subscription Term"** means the term of Customer's license to use the Software, as further described and defined in the applicable Order.
- k) **"Training Materials"** means any document, report, assessment, code, audio, video, simulation, or product information provided by Sitecore as part of the Training Services.
- l) **"Training Services"** means the professional training services provided by Sitecore to Customer under an Order, including remote training, web-based training, and onsite classes.

This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Each person signing this Agreement represents and warrants that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party below.

Sitecore

Customer



DocuSigned by:
By: Monte Wilson
2BB8A08D40A04AC...
Monte Wilson

By: Jack P Broadbent
Print Name: _____

Jack P. Broadbent
BAAQMD
APCO/Exec Officer

Print Name: _____
Title: Senior Vice President - Americas

Print Name: _____
Title: _____

Date: May 15, 2019

Date: 5/13/19

Sitecore Customer Order

Customer:	Bay Area Air Quality Management District
Address:	375 Beale Street, Suite 600, San Francisco, CA 94105, USA
Company/Tax ID No:	N/A
Sitecore:	Sitecore USA, Inc.
Address:	101 California Street Suite 1600, San Francisco, CA 94111
Customer Accounts Payable Contact Name:	Anja Page
Customer Accounts Payable Contact Email:	kpage@baaqmd.gov
Customer Accounts Payable Contact Phone:	415.749.5068

This Order is subject to the terms of the Master Subscription Agreement between Sitecore USA, Inc. and Bay Area Air Quality Management District executed simultaneously with this Order (the "**Agreement**"). This Order is based on a limited-time offer that Sitecore extends to Customer until 17-May-2019. If this Order is not signed by Customer on or before 17-May-2019, Sitecore may, at its option, decline to sign the agreement and no obligations will exist between Sitecore and Customer. Once signed by both Customer and Sitecore, this Order will become binding on both parties according to its terms.

1. Software Description and Pricing

As of the Order Effective Date, Sitecore will provide the following Software to Customer at the prices set forth below:

QTY	Description	Annual Fee
1	Sitecore Experience Platform (XP) - Corporate Tier-1	\$39,523
5,000,000	Visits per Year	included
1	Production Environment(s)	included
Unlimited	Installations for each Production Environment	included
2	Non-Production Environment(s)	included
Unlimited	Installations for each Non-Production Environment	included
10	User(s)	included
10	Domains	included
Other		
1	Sitecore Standard Support	included
Subtotal		\$39,523
Minimum Commitment Annual Fee		\$39,523

A description of the features available in the Software listed above, the definitions applicable to this Order, and the terms governing the Sitecore Maintenance Program can be found at:

<https://sitecore.box.com/v/SoftwareOrderLinkedDocuments>

As of the Order Effective Date and subject to the terms of the Agreement, the Former License and its maintenance program are terminated. Sitecore and Customer hereby agree to fully replace and supersede the Former License with this Order Form and the Agreement. **"Former License"** means the following Sitecore license: License ID# 20080630210251, purchased June 30, 2008, including the terms and conditions governing such license, and any and all subsequent amendments or addenda thereto.

Licensing is enabled by electronic delivery of a License Key. Promptly after mutual execution of this Order, a new License Key will be shipped to Anja Page at kpage@baaqmd.gov, and any license keys associated with the Former License will be terminated. Notwithstanding Section 4(d) of the Agreement, the License Key will not be time-limited.

2. Software Licensing Terms

Permitted Usage

Customer may use the Software for creation and management of Customer's own current and future public-facing web properties.

Overage

The "Base Overage Amount" for Customer is USD 1,383 per additional 100,000 Visits per year.

No later than the 15th calendar day following each 12-month period beginning from the Order Effective Date, Customer will submit to Sitecore a usage report identifying the number of Visits in that 12-month period based on Customer's use of the Software (the "Annual Usage Report"). Where the Annual Usage Report indicates that Customer has exceeded its purchased number of Visits, Sitecore will issue an invoice to Customer for such excess usage calculated using the Base Overage Amount.

Where Customer is not able to use the Software for monitoring Visits, Customer will use appropriate monitoring software reasonably acceptable to Sitecore to produce the Annual Usage Report.

Subscription Term; Renewal

This Order is effective on the Order Effective Date and continues for the minimum commitment of 36 months, subject to early termination in the event that Customer's Board of Directors does not approve expenditures under this Order as specified in Section 6 ("Additional Terms") below. At the end of this minimum commitment, the Order will automatically renew for additional one-year terms unless either party provides the other party with at least 90 days' written notice of its intent not to renew. The "Subscription Term" is equal to the minimum commitment plus any renewals.

3. Consulting & Training

Available upon request.

4. Invoicing

Below is a summary of the invoicing under this Order:

Invoice	Description	Amount
Initial Invoice	Upon Effective Date of Order	\$39,523
Second Invoice	1 Year from Effective Date	\$39,523
Third Invoice	2 Years from Effective Date	\$39,523

Initial Invoice will be sent to Customer’s Accounts Payable Contact, as set forth at the top of this Order. Sitecore will credit Customer’s first invoice for any unused maintenance fees paid to Sitecore under the Former License, calculated on a daily basis from the Order Effective Date Order to the expiration of the current maintenance period.

5. Payment Terms

All prices as set out in this Order are in USD and exclusive of any applicable taxes unless otherwise indicated. Payment terms for all amounts under this Order are net 30 days from the date of a valid invoice issued by Sitecore. Customer agrees to pay interest calculated at the rate of one percent (1%) per month or the maximum amount permitted by law, whichever is less, of the total outstanding amount, for the time period the payment remains past due. Customer also agrees to pay Sitecore all reasonable expenses incurred by Sitecore in exercising any of its rights under this Order or applicable law with respect to a payment default, including but not limited to reasonable attorneys’ fees and the fees of a collection agency retained by Sitecore. An invoice shall be valid where the amounts invoiced are accurate and without regard to other referenced information including but not limited to purchase order number.

6. Additional Terms

In the event that the Customer's Board of Directors does not approve expenditures for the current year and/or any subsequent years covered under this Order, Customer may notify Sitecore and this Order shall be of no further force and effect. In this event, Customer shall have no liability to pay any funds whatsoever to Sitecore or to furnish any other considerations under this Order, and Sitecore shall not be obligated to perform any provisions of this Order. ~~In this event, Customer shall have no liability to pay any funds whatsoever to Sitecore or to furnish any other considerations under this Order, and Sitecore shall not be obligated to perform any provisions of this Order.~~

By executing this Order, Customer commits to the payments set forth above. Each person signing this Order represents and warrants that he or she has been duly authorized and has full authority to execute this Order on behalf of the party below. This Order may be executed in counterpart, and may be executed by way of facsimile or electronic signature, and if so, will be considered an original.

Sitecore

Customer

DocuSigned by:
 By: Monte Wilson
 ZBB8A08D40A04AC...

By:

Print Name: Monte Wilson

Print Name: Jack P. Broadbent

Title: Senior Vice President - Americas

Title: Executive Officer/APCO

Date: May 15, 2019

Date: 5/13/19

Customer Reference Agreement

Thank you for your support as a Sitecore reference. By signing this document ("CRA"), the entity identified below and its affiliates ("Customer" or "you"), grants Sitecore and its affiliates permission to use Customer's name, information about how Customer uses Sitecore products and services, and Customer's positive experiences and opinions of Sitecore.

Please select from the list below. Unless otherwise expressly stated in the relevant checked box below, Customer's written permission will be obtained prior to Sitecore using any relevant material that is to be made publicly available.

- Name Usage** in support of Sitecore offerings that may appear on Sitecore's websites, Sitecore marketing and sales materials, and Sitecore event signage. Timeframe: Immediately upon signing this CRA. No additional written permission required.
- Use of Customer logo** in support of Sitecore offerings that may appear on Sitecore's websites, Sitecore marketing and sales materials, and Sitecore event signage. Timeframe: Immediately upon signing this CRA. No additional written permission required.
- Personal reference.** The provision of a reference to Sitecore's prospects, customers, and analysts who would be able to speak about your experience with Sitecore. This may take the form of, but is not limited to, a phone call, Skype, roundtable, interview, video or in person meeting as agreed upon at the time of the request. Timeframe: Ongoing from the signing of this CRA.
- Immediate 'short' win statement** (approximately 1-2 paragraphs including a quote) from Customer concerning the choice of Sitecore products and services for a project with a brief project description to be distributed to the press and via Sitecore's social media channels. Timeframe: Distribution within 2 weeks of this CRA being signed.
- Customer quote** from Customer on Sitecore products and services that may appear on Sitecore's websites, Sitecore marketing and sales materials, and social media channels. Timeframe: Immediately following website launch/Phase 1 launch.
- Press release** (issued by Sitecore) concerning Customer's use of Sitecore's offerings to be distributed to the press and Sitecore's social media channels. Timeframe: Distribution within 2 weeks following website launch/Phase 1 launch.
- Case study** (written by Sitecore following an interview with you and your partner, if applicable) with Customer's name, logo, project screenshots and specific project metrics (before and after the implementation of Sitecore), to appear on Sitecore's websites, Sitecore marketing and sales materials, and Sitecore's social media channels. Timeframe: 6 months from the date of this CRA, dependent on project timeframes.
- Media reference.** You or a spokesperson from Customer would speak with the media regarding your experience with Sitecore products and services. Media coverage from our customers is an important part of our marketing communications program and can generate

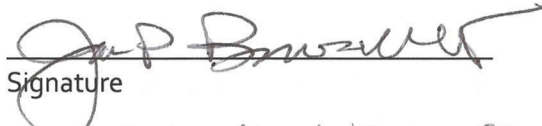
publicity for Customer as an added benefit to you. Timeframe: This would be a component of the **Immediate 'short' win statement, Press release, Case study, and Video testimonial** as well as on a case-by-case basis.

- Speak at industry / corporate events / webinars** on how Customer is benefiting from using Sitecore. Speaking opportunities will always be discussed and agreed before any commitments are made. Types of events include Sitecore internal and external functions, such as conferences, seminars, roundtables, webinars, online seminars, panel discussions; as well as external trade shows and conferences which Sitecore may or may not be sponsoring. Timeframe: Case-by-case basis.
- Video testimonial.** Filmed by Sitecore following an interview and preparation with you and your partner if applicable. Video is a very visual and compelling format in which to convey your experience with Sitecore. Filming may take place at your location, a Sitecore location or event, or a combination. Due to the resources required, not all willing customers may be filmed. Timeframe: at least 6 months from the date of this CRA.
- Photographs,** such as project screenshots and headshots of a Customer spokesperson, to appear in trade publications, on Sitecore's web sites, and in Sitecore marketing materials (for example: user groups, roundtables, panel discussions, press releases and case studies). Timeframe: This would be a component of the **Immediate 'short' win statement, Press release, Case study, Media reference, and Video testimonial** as well as on a case-by-case basis.

Thank you for your support.

BAAQMD

(“Customer”)



Signature

Jack P. Broadbent, Exec Officer/APCO

Print Name / Title

5/13/19

Date