



3252 University Drive,
Suite 170, Auburn Hills, MI 48326
Phone: 248-499-8355 Fax: 248-683-5826

Quotation

Date: 09/11/2020

Customer ID: 81-1110

Population : 41221

Quotation valid for 30 days

Quotation For:

Ms. Tracy Watkins
Finance Director
watkinst@pittsfield-mi.gov

Pittsfield Township
6201 W. Michigan Ave.
Ann Arbor, MI, 48108
Phone: 734-822-3110

Payment Terms:

1st - Payment Due 12/1/2020 - \$6,602.00
2nd - Payment Due 12/1/2021 - \$6,602.00
3rd - Payment Due 12/1/2022 - \$6,602.00

REPRESENTATIVE	ORGANIZATION TYPE	CONTRACT START DATE	CONTRACT END DATE	CONTRACT PERIOD	TERMS
Bob Kittle	Township	12/01/2020	11/30/2023	3 Year(s)	Net 30 days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Multi-Year Premium Edition License Renewal	\$7,592.00	\$7,592.00
		SUB-TOTAL	\$7,592.00
1	Customer Loyalty Discount	\$-990.00	\$-990.00
		TOTAL	\$6,602.00

If you have any questions concerning this quote, please contact the representative listed above.

THANK YOU FOR PARTNERING WITH MUNETRIX

MUNETRIX SUBSCRIPTION AGREEMENT

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between **MUNETRIX, LLC** a Michigan Limited Liability Company whose address for purposes of this Agreement is 3252 University Drive, Suite 170, Auburn Hills, MI 48326 (the "Company") and **Pittsfield Township** whose address is 6201 W. Michigan Ave., Ann Arbor, MI 48108 (the "Licensee"), (and together with the Company, the "Parties").

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix "Municipal Metrics" financial transparency database (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Subscription.** As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the "License Fee"). Payment of the License Fee is due within thirty (30) days of the earlier of a) the date Company sends an invoice to Licensee for the License Fee or b) Licensee's registration for use of the Tool. Within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to editing rights to the Munetrix Tool through the Company's website (Munetrix.com).

The annual subscription will have a start date coinciding with the Licensee's current anniversary date of December 1, 2020 and shall continue for a period of three (3) years ("Term"). The end date will be the first day of the month following the Term of this Agreement ("End Date"). The Licensee shall pay the Company the License Fee within thirty (30) days of receipt of the invoice.

The Parties agree this Agreement shall automatically be renewed for successive one (1) year periods after the first three (3) year term expires ("Renewal Term"), unless the Company is notified in writing by the Licensee at least thirty (30) days prior to the applicable End Date that Licensee intends not to allow the Term to automatically renew. The Licensee shall pay the Company a subsequent License Fee for each renewal period within thirty (30) days of receipt of the renewal invoice. The Licensee acknowledges that the License Fee may increase in subsequent renewal periods. The Company agrees to notify the Licensee at least sixty (60) days prior to the renewal date if any increase in the License Fee will be implemented, and if a "Rate Lock" option is available.

2. **Users.** For the purposes of this Agreement, the term "Authorized Users" shall mean any chief finance officers, chief administrators, support staff, or other employees of the Licensee that are elected or appointed during the time the Tool is being utilized and who agree to be bound by Munetrix's Terms of Use, and/or designated by the Licensee's Chief Administrative Officer.

In the case the Licensee desires to have additional User Seats, a fee of \$250 per additional user may be charged to the Licensee and added to the License Fee for each Term and applicable Renewal Term.

3. **Licensee and User's Responsibilities.** The Licensee agrees that each Authorized User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

The Licensee agrees that each Authorized User shall not (a) make the Tool available to anyone other than an Authorized User, unless otherwise allowed or authorized per this Agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or any other applicable law, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or Company's related systems or networks.

The Licensee agrees to immediately discontinue, decommission or otherwise notify Company to decommission any Authorized User from having access to the Tool upon termination of their employment from the Licensee's organization.

4. **Company Responsibilities.** At a minimum of once per year, and as long as state agencies continue to provide Company access to bulk data downloads, the Company agrees to keep the data available to the Tool current with the most recent data made accessible to Company. The Company will also maintain the Tool in terms of security and up-time in accordance with industry standards in place at the signing of this Agreement.

Basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive and may include various additions to data or charts that can help a governmental entity, or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a user notification will appear upon the Licensees next log-in. The notification feature is turned "on" as the Tool's default setting, and this preference may be changed by the Licensee using the system's settings.

5. **Terms of Use.** The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) this Agreement and Munetrix's Terms of Use. For the purpose of this Agreement, the 'Terms of Use' shall mean those certain Terms of Use that are set forth on Munetrix's website and relate to the usage of Munetrix's site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.

6. **Guest User Link.** As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.

7. **Limitation of Liability.** The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent License Fee paid by the Licensee under this Agreement.

8. **Assignment.** Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.

9. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in effect.

In addition to any other rights and remedies that the Parties might have at law or in equity, the Company reserves the right to suspend or cancel this Agreement and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement

11. **Governing Law.** This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.

12. **Entire Agreement.** This Agreement along with the Terms of Use constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

The Licensee agrees to the provisions of this agreement and by signing warrants and represents that they have the authority to execute the transaction as of the Start Date.

Pittsfield Township

Munetrix, LLC



By: _____

By: Bob Kittle

Its: _____

Its: President & CEO

Date: _____

Date: Sep 11, 2020