



# Contract Insight<sup>®</sup>

Enterprise Edition

Hosted Software License Agreement



September 23, 2024 – Confidential Detailed Proposal

Chicago Housing Authority  
60 East Van Buren Street  
Chicago, IL 60605

Subject: Confidential Pricing for Contract Insight / CobbleStone Software

Dear Joshua York,

Thank you for contacting CobbleStone® Software and inviting us to present Contract Insight® Contract Management Software to you and your team. It is a pleasure to present the following quotation for Contract Insight that offers vendor/customer/employee tracking, contract tracking, e-mail alerts, calendaring, authoring, workflow tasks, security, document management, scanning, searching, reporting, contract requests, and more. Attached is the software license agreement with pricing. This proposal is for the hosting and licensing of Contract Insight Software. ***Please let me know if we should adjust the license options below based on any changes to your requirements.***

CobbleStone Software is an industry leader with contract lifecycle and e-sourcing management software and is trusted by thousands of legal, procurement, and risk professionals. CobbleStone Software is a great addition to any organization and offers contract tracking, vendor management, user-defined fields, custom reports, e-mail alerts, tasks and checklists, security, document management, workflow, financials, searching, cloud/web platform, web calendaring, and more. As with many advanced systems, the use of CobbleStone Software will require the dedication of your team to learn the basics of managing the configuration of the system, input on configuration if services are purchased (departments/business units list, employees and permissions, connectors, contract types, templates, workflows, VISDOM clause extraction, and user-defined fields, to name a few).

Please contact me if there are any questions. ***To proceed, please sign and return the attached license agreement. Once signed, we will schedule the provisioning for the software and schedule services.*** We look forward to collaborating with you and your team.

Sincerely,

Steven Steinberg  
CobbleStone Software — Leaders in Contract & e-Sourcing Software!  
(866) 330-0056 tel. | 609-482-8023 fax. | ssteinberg@cobblestonesystems.com

Exhibit A – Licenses, Deliverables, and Pricing

Proposed Web Address: <https://thechaorg.cobblestone.software/>

Data center location: [United States - Central Time Zone](#)

SaaS: Contract Insight Enterprise <u>Named</u> - Contract Management Software (annual hosted) Solicitation Number: FCIS-JB-980001-B	GSA Price With IFF Year 1	GSA Price With IFF Year 2 Estimated	GSA Price With IFF Year 3 Estimated
Contract Insight Enterprise - Contract Management Software - Core - SaaS Hosted (one instance) Annual Subscription License Contract Insight Enterprise SaaS Hosted - Core System License; Includes unlimited Read-Only user licenses GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W with full system features, e-mail alerts, workflow, templates as per GSA Schedule 70, Cooperative Purchasing	\$4,368.77	\$4,499.83	\$4,634.83
- Total ADMIN Users: 2 Total ADMIN Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Admin Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$819.84	\$844.44	\$869.77
- Total SUPER Users: 3 Total SUPER Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Super Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$917.31	\$944.83	\$973.17
- Total STANDARD Users: 5 Total STANDARD Users Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Standard Users License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$1,229.75	\$1,266.64	\$1,304.64
Add-on Module: VISDOM+ AI License Package (core-license add-on): None Annual Subscription License Contract Insight Enterprise - Module License; Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Document Authoring & eSign Module Annual Subscription License -NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: Solicitation Management Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: 132.32 Vendor/Client Collaboration Gateway Portal Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00

- Add-on Module: 132.32 Public Access Gateway Portal Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	not selected	\$0.00	\$0.00
- Add-on Module: Purchase Order Management Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Open Market - Non GSA	not selected	\$0.00	\$0.00
Add-on Module: Database Integration Manager Module (core-license add-on) Annual License Annual License Contract Insight Enterprise; 1 Integration Connection Assumes integration with 1 production environment unless otherwise stated Open Market - Non GSA	not selected	\$0.00	\$0.00
Add-on Module: Database Integration Manager Module License(s) - On Premise Agent For Installed Integration (requires Database Integration Manager Module) Assumes third-party systems are located on same server (if more than 1 integration) Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Third-Party eSign Connection Manager Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Requires license purchased from 3rd party eSign provider Open Market - Non GSA	no charge		
- Add-on Module: FAR Library & Forms (SF) Manager Component Add-On Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Price pending further review of requirements Open Market - Non GSA	not selected	\$0.00	\$0.00
- Add-on Module: Active Directory Federated Services SSO Connector Module Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; GSA with IFF - SIN 511210 TERM / 132.32 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	no charge		
- Add-on Module: One (1) Additional Add-on SaaS DEV/STAGE/TEST Environment @ 50% of Licensing (50% SLA, No Backups) Annual Subscription License - NAMED Annual Subscription License Contract Insight Enterprise SaaS Hosted - Module License; Open Market - Non GSA	not selected	\$0.00	\$0.00
Setup System - One Time Fee Open Market - Non-GSA	\$733.57		
One-time Discount: Setup System - One Time Fee Open Market - Non-GSA	-\$733.57		
Annual Support/Maintenance (for items selected above)	included		

Optional: Admin Training Session instructor lead; Remote session up to 10 users max per session: 10 hours sessions @ \$117.88 per hour - GSA with IFF - Online Training SIN 611420 / 132.50 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$1,178.80		
Optional: End User Training Session instructor lead; Remote session up to 10 users max per session: 2 hours sessions @ \$117.88 per hour - GSA with IFF - Online Training SIN 611420 / 132.50 GS-35F-0186W as per GSA Schedule 70, Cooperative Purchasing	\$235.76		
Optional: IT/Technical Training Session - Remote	not selected		
Optional: System Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) 30 Hours at \$145 per Hour - Open Market - Non GSA	\$4,350.00		
Optional: Template Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX Templates at 2 hours per template at \$145 per Hour - Open Market - Non GSA	not selected		
Optional: Workflow Configuration Consultation Work Session Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX Workflows at 4 hours per template at \$145 per Hour - Open Market - Non GSA	not selected		
Optional: Project Management Professional Services - Remote (Best Practices online consultation services for initial or ongoing configuration) XX hours at \$180 per Hour - Open Market - Non GSA	not selected		
Optional: DBI (Database Integration Manager) Setup/Configuration Consultation Hours Professional Services - Remote XX hours at \$160 per Hour - Open Market - Non GSA	not selected		
Optional: FAR Information Update Professional Services Annual Services (Pending final review of requirements) Open Market - Non GSA	not selected	\$0.00	\$0.00
Optional Services: Data Import - Contracts - 1 Source - Online Services Up to 5,000 Records with up to 20 user-defined fields Assumes structured/spreadsheet format for data/field mapping Estimated pending final CobbleStone review of data - Open Market - Non GSA	\$3,500.00		
Optional Services: Attachment Files/Documents - Remote Web Up to 15,000 electronic Contract Files/Attachments Assumes unique, logical identifier to match contract electronic file with contract metadata record Estimated pending final CobbleStone review of data - Open Market - Non GSA	not selected		
Optional Services: Application Functionality Customization	not selected		
Optional Services: Report Customization	not selected		

Optional Services: XX Data Integration Scheduled Services - Remote Web Estimate pending final CobbleStone review of requirements May push and/or pull vendor metadata information, Runs on scheduled basis *requires API or database direct access Open Market - Non GSA	not selected		
Optional Services: Annual Support for Customization/Integration Services Open Market - Non GSA	\$0.00	\$0.00	\$0.00
<b>Total (travel not included in pricing)</b>	<b>\$16,600.23</b>	<b>\$7,555.74</b>	<b>\$7,782.41</b>

\*Offer is subject to the attached agreement; offer is valid for 30 days if contract is not signed and is subject to re-pricing after 30 days. Travel (if required) is not included unless specifically priced. Product features can be found at <https://www.cobblestonesoftware.com/solutions/compare-contract-management-software-editions>.

In accordance with GSA Clause: 52.216-18: Orders. a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the GSA contract price schedule. Such orders may be issued from this contract effective date through its term end. (b) All delivery orders or task orders are subject to the terms and conditions of this contract and the GSA Contract. In the event of conflict between a delivery order or task order and this contract, the GSA Contract shall control. (c) A delivery order or task order is considered "issued" when— (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail; (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or (3) If sent electronically, the Government either— (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

Professional Services Details Estimate (Included in Above Pricing)

# Contract Insight® Enterprise Software License and Hosting Services Agreement

This CobbleStone® Software license agreement ("Agreement") is entered into and by and between CobbleStone Systems Corp. d/b/a CobbleStone Software ("Company") located at 428 South White Horse Pike, Lindenwold, NJ 08021 and Chicago Housing Authority ("Licensee") located at 60 East Van Buren Street, Chicago, IL 60605, (each a "Party" and collectively the "Parties").

WHEREAS, Company provides software such as Contract Insight Software, CobbleStone e-Procurement Software, CobbleStone Vendor Management Software, CobbleStone e-Sourcing Software, and other Company software products as commercial off-the-shelf software, and Company has experience in providing software application hosting services for its Licensed Software (as further defined in this Agreement) and is willing to provide services to Licensee based on this background; and

WHEREAS, Licensee seeks to license access to the Licensed Software and its Documentation provided by Company and desires to have hosting services for the Licensed Software provided by Company; and

WHEREAS, the Company has entered into a cooperative purchasing agreement with the General Services Administration (GSA) Federal Supply Schedule Contract ("GSA") contained in the Federal Supply Schedule 70 under contract GS-35F-0186W ("Federal Contract") containing Information Technology ("IT") Special Item Numbers ("SINs") referenced in the Federal Contract; and agrees License Software is a commercial computer software developed exclusively at private expense; and WHEREAS, the Federal Contract and related GSA regulations authorize local governments to purchase, on a best value basis, specific Company products and services awarded under the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract and eligibility requirements at <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/eligibility-determinations>; and are governed and superseded by the terms and conditions stated in Federal Contract; and any terms shall be null and void to the extent they conflict with the terms stated in the Federal Contract;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

**"Activation"** means the point in time in which Licensee is provided with credentials to login and access the production instance (or other particular instance as referenced in Exhibit A) of the Licensed Software.

**"Concurrent End User"** means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

**"Documentation"** means the user guides, online help/wiki, release notes, and training materials provided by Company to Licensee in connection with the SaaS Services, as updated and amended from time to time.

**"Downtime"** means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application's external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

**"End User"** means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in Exhibit A. The total End Users shall be defined in accordance with the total number of either Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in Exhibit A.

**“Licensed Software”** means Company’s proprietary Contract Insight application software and/or website, including all features, functions, and add-on modules purchased or obtained from Company. Licensed Software includes any modifications, Updates, Upgrades, patches, services thereto, derivative works, and Feedback related to such software. The Licensed Software is considered delivered upon Activation.

**“Licensee”** means the customer designated as such above and includes its End Users.

**“Named End User”** means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

**“Priority Downtime”** means the timeframe Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect Licensee’s data, apply emergency fixes, respond to hack attempts, data security events, other attacks, or viruses, protect the data center, and to respond to regulations as per applicable law.

**“Professional Services”** means the services identified as “Optional” services in Exhibit A, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit A. Professional Services will be mutually scheduled between the Parties. Any services not purchased under Exhibit A are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include SaaS Services.

**“SaaS Services”** means the services purchased by Licensee in Exhibit A, including (i) limited access to and use of the Licensed Software, (ii) hosting services, (iii) standard support/maintenance services, and (iv) other similar services provided by Company in accordance with the Documentation. SaaS Services do not include Professional Services.

**“Scheduled Maintenance”** means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application’s performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. Company’s daily Scheduled Maintenance is between 1:00 AM and 4:00 AM in the time zone in which Licensee’s assigned data center is located.

**“Server Session”** means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user’s active and inactive period.

**“Services”** means, collectively, Professional Services and SaaS Services.

**“Update”** means any engineering patch intended to fix bugs and errors in the Licensed Software.

**“Upgrade”** means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

## **2. DESCRIPTION OF SERVICES**

Company will provide the following Services either directly or by acquiring them from third parties:

- 2.1 **Application Hosting Services.** Company will provide to Licensee the Licensed Software over the internet as a software-as-a-service (SaaS) from Company’s or Company-retained third-party data center to the publicly facing internet connection IP address. Company will provide access to a single instance of the software application as specified in Exhibit A. Additional instances are excluded unless specified in Exhibit A. The Activation date for the Licensed Software will occur within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement, provided that Licensee timely supplies all necessary information to Company.



- 2.2 **Service Levels.** The production instance of the Licensed Software will be available from the web application server 99.9% of the time excluding Scheduled Maintenance, Priority Downtime, and Emergency Suspension (as described below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed; for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, disk space and specifications. The application web service is defined as an http or https response from Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of SaaS Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of Company, Company cannot guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and confirmed by Company and the Service Levels have not been met, Company shall issue to Licensee a credit in accordance with the purchased Service Levels. In no event will Company's maximum credit or liability to Licensee or any third party exceed the equivalent of the license fees paid for the month in which the outage occurred. Service Levels obligations and credit requirements shall apply only to production instances of the Licensed Software.
- 2.3 **Emergency Suspension.** For emergency purposes, Company shall have the right to temporarily suspend Services to apply emergency fixes and support at any time as deemed necessary by Company.
- 2.4 **Maintenance Support.** Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States federal holidays. Emergency support includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Maintenance support will be provided in English unless translation services are specifically purchased in Exhibit A. Maintenance support excludes training, formal consulting services, and specific work relating to Licensee without an approved work order unless specifically purchased in Exhibit A. All other services will be provided on a fee basis.
- 2.5 **Additional Services.** Professional Services as purchased in accordance with Exhibit A shall be delivered based on the hours or items purchased and as per the requirements stated in Exhibit A. Scheduling for such Professional Services will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties. Any items not purchased in Exhibit A are specifically excluded from any deliverables. Charges for additional products or services as set forth in any subsequent purchase order or change order shall be as set forth in that agreement and subject to Company's then-current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); secure licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.
- 2.6 **Data Backups and Extracts.** "Backups" are defined as the standard data backup services provided by Company, which include rolling thirty (30) day daily, off-site backups. Company will use commercially reasonable efforts to ensure the reliability of Backups; however, Company cannot guarantee or warrant any specific level of service as related to Backups. In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery may take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster. At Licensee's request, but no more than once annually, Company will provide one (1) data extract or full restore within fifteen (15) days after such request in writing or otherwise as agreed to in writing between Parties. Additional extracts or restores may be purchased separately.

### 3. TERM AND TERMINATION

- 3.1 **Term.** The initial term of this Agreement shall be twelve (12) months from the date of Activation unless terminated as provided herein. After the expiration of each annual term, this Agreement will be automatically renewed for successive twelve (12) month terms unless either Party gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.
- 3.2 **Termination.** Licensee may terminate this Agreement for any reason with thirty (30) days' written notice to Company. Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 3.3 **Effect of Termination.** Upon termination or expiration of this Agreement:
- (a) Company may immediately cease providing the SaaS Services and all license rights granted to Licensee under this Agreement shall terminate;
  - (b) Licensee shall automatically consent to the termination of any software escrow agreement (if purchased) for the Licensed Software;
  - (c) Licensee shall pay to Company all amounts due for Services provided prior to the date of termination for which Company has not yet been paid;
  - (d) Unless terminated due to a breach by Licensee, Company shall refund to Licensee any pre-paid, unused fee amounts for the portion of the contract term remaining, less any amounts due to Company by Licensee as per subsection (c); and
  - (e) Company will retain Licensee's data for thirty (30) days after termination; thereafter, Company may decommission and purge Licensee's data. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

#### 4. PRICING AND PAYMENT

- 4.1 **Invoicing and Payments.** Licensee will be invoiced for license fees, annual support/maintenance fees, and the one-time deployment fee upon Activation. Licensee will be invoiced monthly for Professional Services performed that month. For usage or commitment plan based pricing (if specified in Exhibit A), Company shall invoice Licensee for the total amount of the committed or usage plan in the amounts and quantities specified in Exhibit A. For usage that is over the volume specified in Exhibit A, Company may invoice Licensee at the current plan's unit price specified in Exhibit A for the usage levels that month that exceed the current plan specified in Exhibit A. Document storage and usage calculations may be calculated monthly and invoiced each month based on the current usage levels per month.

Pricing for license fees and other annualized fees during the first twelve (12) months will remain fixed at rates specified in Exhibit A based on volume purchased. Rate increases (if any) for license fees and annualized fees after the first twelve (12) months are capped and will not exceed five percent (5%) per year, which shall include increasing disk space / data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware. After the first twelve (12) months, Company may increase its charges upon thirty (30) days' notice via invoice subject to any rate cap set forth herein.

All pricing and currency amounts are expressed in United States Dollars. Payment is due within thirty (30) days of Licensee's receipt of any valid invoice from Company. Unless expressly provided otherwise, all fees paid by Licensee are non-refundable.

- 4.2 **Past Due Payments.** Licensee is in material breach of this Agreement, and Company may suspend or terminate the SaaS Services, if payments for valid invoices are not made in accordance with the payment terms stated herein. Suspension of the SaaS Services shall not release Licensee of its payment obligations under this Agreement. Interest charges of 1.50% per month (or the highest rate permissible under law, if less) may accrue daily on amounts not received when due.
- 4.3 **Tariff/Tax Applicability.** In the event that any items ordered by Licensee are or become subject to a tax or tariff, Licensee will pay or reimburse Company for any tariff fees, taxes, and other charges imposed as a result of this Agreement, including sales and use taxes, duties, or levies imposed by any authority, government, or government agency (excluding taxes on real estate owned by Company or taxes levied on Company's net income).

## 5. TITLE AND LICENSING

- 5.1 **Intellectual Property.** Unless expressly provided otherwise, Company retains all ownership of and intellectual property rights in and to the Licensed Software, Documentation, and Services, including without limitation copyrights, trademarks, and trade secrets, and all modifications, enhancements, changes, and additions thereto (whether initiated by Company or in response to Licensee's request) (collectively, "Company IP"). To the extent Licensee acquires rights in Company IP, Licensee assigns such rights to Company. All Company IP constitutes valuable trade secrets of Company and shall be considered Confidential Information.
- 5.2 **Licensee Data.** Unless expressly provided otherwise, Licensee retains all right, title, and interest in any proprietary or confidential materials provided to Company by Licensee in connection with Company's provision of the Services (collectively, "Licensee Data"). All Licensee Data shall be considered Confidential Information. Licensee is solely responsible for ensuring that any Licensee Data input to the Licensed Software does not infringe or misappropriate the copyright, trademark, trade secret, or other intellectual property rights of any third party or contain obscene or malicious content. Company is not liable for the content of Licensee Data.
- 5.3 **License Grant.** Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, Company hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Licensed Software and Documentation, as specified in Exhibit A. Licensee acknowledges that the Licensed Software is being licensed, not sold.
- 5.4 **Limitations of Use.** Company reserves all rights not expressly granted in this Agreement. Licensee may not: (i) copy, rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software; (iii) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (iv) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (v) export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vi) combine the Licensed Software with third-party software, unless expressly approved in writing by Company; or (vii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Except for the license granted hereunder, this Agreement does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Licensee or to any third party.
- 5.5 **Limitations of Use – AI.** Licensee may not use any artificial intelligence ("AI") products or services included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.
- 5.6 **Feedback.** Company may use any communications or materials provided by Licensee or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like ("Feedback"). Licensee hereby grants to Company a royalty-

free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires Company to use Feedback in any way.

## 6. LICENSEE RESPONSIBILITY

- 6.1 **Unauthorized Disclosure or Use.** Licensee agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Licensee shall notify Company within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.
- 6.2 **Harmful Code, Malware, and Viruses.** Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, intrusion, hacks, and denial of service attacks into the Licensed Software and provide adequate security protection for its End Users. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its End Users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall cooperate with Company to eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee's expense.
- 6.3 **Compliance with Laws and Regulations.** The Licensee agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including Service Level obligations, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach.
- 6.4 **Licensee Bankruptcy and Default.** Licensee will be considered in material breach of this Agreement in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

## 7. VISDOM+ ADDITIONAL TERMS

The terms and conditions in this section 7 are only applicable if Licensee has purchased VISDOM+.

- 7.1 **VISDOM+ Terms.** VISDOM+ leverages Company's proprietary artificial intelligence technology by Company and by AI Processor. AI Processor may act as data subprocessor for any information input into VISDOM+. Company is not a data controller of any information processed while using VISDOM+. Company may alter or cease to offer VISDOM+ to Licensee at any time with reasonable advance notice to Licensee. Licensee's users control the content and amount of information uploaded to VISDOM+. AI Processor may process Licensee data through VISDOM+ for generating or analyzing documents, chatting with system users, or to carry out other VISDOM+ features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in VISDOM+. The AI Processor as of the effective date is OpenAI. Company may change the AI Processor with reasonable advance notice to Licensee.

- 7.2 **VISDOM+ Pricing.** Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Licensee. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, Company may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Licensee will be invoiced monthly for VISDOM+ fees.

## 8. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent through e-mail, or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:

Chicago Housing Authority  
60 East Van Buren Street  
Chicago, IL 60605

If by e-mail: [REDACTED]

If for Company:

CobbleStone Systems Corp.  
Attn: Legal  
428 South White Horse Pike  
Lindenwold, NJ 08021

If by e-mail: Legal@CobbleStoneSoftware.com

E-mail shall be an acceptable form of delivery if confirmed by recipient. Mailing and e-mail addresses may be changed from time to time by either Party by providing written notice to the other Party in the manner set forth above.

## 9. CONFIDENTIAL INFORMATION

- 9.1 **Confidential Information.** Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential Information shall include the Licensed Software, Documentation, Company IP, Licensee Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence.
- 9.2 **Nondisclosure.** Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required. The receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for

which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.

- 9.3 **Exceptions.** Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and Feedback provided by Licensee as suggestions to improve or update the services and data derived therefrom), and Company will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

## 10. WARRANTIES AND DISCLAIMERS

### 10.1 Warranties. Company warrants that:

- (a) all goods utilized by Company in providing the Services will be in good working order and will conform to the Documentation on the date of Activation;
- (b) all work performed by Company in providing the Services will be performed in a good and workmanlike manner;
- (c) the Licensed Software shall perform in all material respects in accordance with the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and Company will refund to Licensee a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software configurations. The Licensed Software allows authorized End Users to add, alter, and delete data in a manner consistent with the functionality of the Licensed Software which may not be recoverable by Company outside of the backup retention period. Licensee expressly assumes all risk for its data and use.
- (d) Company has sufficient legal rights to provide the Services to Licensee.

### 10.2 Warranties Disclaimer. THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 10.3 **Additional Disclaimers.** Licensee acknowledges that information available from or through the Licensed Software or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of such data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data, and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing the Services, including but not limited to internet connectivity, web hosting, server allocation, or dedicated web hosting. The use of any information obtained from

or through the Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

## 11. INDEMNIFICATION

- 11.1 **Company Indemnification.** Company agrees to hold harmless and indemnify Licensee, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party alleging that the SaaS Services (when used in accordance with this Agreement) infringe any United States patent, trademark, or copyright of such third party (an "IP Claim"), provided that (i) Licensee notifies Company promptly in writing upon becoming aware of any potential IP Claim; (ii) Licensee gives Company sole control of the defense and settlement of such IP Claims; (iii) Licensee cooperates fully with Company in the defense and settlement of such IP Claim and does not attempt to deliberately damage Company's defense of such IP Claim; and (iv) Licensee does not settle any IP Claims without Company's prior written consent.
- 11.2 **Licensee Indemnification.** Licensee agrees to hold harmless and indemnify Company, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) resulting therefrom to the extent arising from (i) Licensee's misuse of the Services or Licensed Software; (ii) any violation by Licensee of any terms of this Agreement; (iii) any intellectual property claims arising from Licensee's content or data; or (iv) Licensee's failure to comply with applicable laws or regulations. Licensee acknowledges and agrees that Company may block access to Licensed Software if either Party receives notice of any violation, and Licensee agrees to indemnify and hold Company harmless from any claim, demand, or cause of action and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) related to blocking such access or such notice.
- 11.3 **Limitation.** Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of (i) the specific content of Licensee's data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Licensee; or (iii) data stored outside of the Licensed Software. Furthermore, neither Party's indemnification or liability obligations shall apply to the extent the damages relate to or arise out of (a) intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence or bad faith of the other Party; (b) damages to the extent that such could have been avoided by the reasonable acts or omissions of the other Party; or (c) any act or omission of the other Party resulting in death or bodily injury.

## 12. LIMITATION OF LIABILITIES

- 12.1 **Limitation of Liability.** LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD PARTY. IN THE EVENT OF ANY BREACH OF THE WARRANTIES PROVIDED BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR, OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY EXCEED THE LICENSE FEES PAID BY LICENSEE TO COMPANY IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## 13. GENERAL

- 13.1 **Assignment.** Licensee's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this

Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.

- 13.2 **Data Processing.** The Data Processing Addendum located at <https://www.cobblestonesoftware.com/hubfs/DataProcessingAgreement.pdf> is incorporated into this Agreement by reference.
- 13.3 **Outside Licenses.** In connection with providing the Services and Licensed Software, Company may make available third-party content, including data, information, applications, systems, products, services, or materials. Such content is subject to its own terms and conditions as may be agreed by Licensee and the relevant third party. Disclosures for Open Source Licenses utilized in the Licensed Software are available at <https://wiki.cobblestonesoftware.com/docs/opensourceoftware>.
- 13.4 **Performance.** Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, endemics, pandemics, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.
- 13.5 **Dispute resolution.** Any dispute, matter, controversy, or claim arising out of or related to this Agreement should first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR"), or if CPR is not agreeable, JAMS (as mutually agreed to between the Parties in advance), or as agreed to between the Parties. The mediation shall be conducted remotely, in New Jersey, or at another location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.
- 13.6 **Waiver.** The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of Company's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.
- 13.7 **Publicity.** Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Licensee's name in bids, proposals, press releases, audits, or as required by applicable laws or regulations, or as legally compelled to do so.
- 13.8 **Independent Contractor.** Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.
- 13.9 **Entire Agreement.** This Agreement and any exhibits thereto represent the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein. In the event of a conflict of terms, the terms herein supersede any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Licensee.
- 13.10 **Survival.** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Those sections of this Agreement which, by their nature, should survive expiration or termination, including but not limited to Sections 3 (Term and Termination), 4 (Pricing and Payment), 5.4 (Limitations of Use), 9 (Confidential Information), 10.3 (Additional Disclaimers), 11 (Indemnification), 12 (Limitation of Liabilities), and 13 (General), shall survive beyond the expiration or termination of this Agreement.



- 13.11 **Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.
- 13.12 **Legal Counsel.** Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either Party on the basis of that Party being the drafter of such language.
- 13.13 **Headings and Captions.** Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
- 13.14 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey.
- 13.15 **Signatures.** This Agreement, and any amendment or supplement hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one instrument. The execution of any such amendment or supplement by any Party will not become effective until all the Parties have executed counterparts hereto or thereto. This Agreement and any amendment(s) or supplement(s) may be executed by facsimile or electronic signatures, which signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

**Accepted by Licensee:**

CHICAGO HOUSING AUTHORITY

*Sheila Johnson*

02/19/2025

Signature / Date

**Sheila Johnson** Deputy Chief of Procurement

Printed Name / Title

**Accepted by Company:**

COBBLESTONE SYSTEMS CORP.

*Bradford Jones*

Signed: Thursday, February 20, 2025

Signature / Date

**Bradford Jones, VP Sales**

Printed Name / Title