Teemwurk

End User License Agreement ---SAAS

TeemWurk Inc.

200 Brown Road,
Fremont, CA 94539

END USER LICENSE AGREEMENT - SOFTWARE AS A SERVICE

This End User License Agreement ("EULA") and the referenced and incorporated Schedules (collectively, the "Agreement") is made as of this __4__ day of __December__, 2018 ("Effective Date") by and between *Teemwurk, Inc.*, (the "Licensor"), having its principal place of business at 200 Brown Road, Fremont, CA, and City of West Allis (the "Licensee"), having its principal place of business at 7525 W. Greenfield Avenue, West Allis, WI, both referred to alternatively as the "Party", or collectively the "Parties".

1. **DEFINITIONS**

   a) *"Access"* means to connect to the Software directly through any network including the internet.

   b) *"Add-ons"* mean separate components and / or subscription packages which work in conjunction with the Software to provide additional or enhanced functionality or usage. Add-ons include, but are not limited to, modules, number of users, specific features, plug-ins, macros, extensions and libraries.

   c) *"Content"* means any data, information or material submitted by Licensee for use of Software or for processing through Software.

   d) *"Documentation"* means all documentation, technical manuals, functional manuals, operator and user guides and manuals, flow diagrams, file descriptions and other written information describing the functions, operational characteristics and specifications of the Software or other technology, or explaining how to install, use, maintain or support the Software or other technology.

   e) *"Initial Term"* means the fixed initial period of time (starting from the Effective Date) in which Licensee pays to Licensor the License Fees to use the Software, as set forth in Schedule A.

   f) *"Licensee"* means the above referenced party that obtains or may obtain one or more licenses for the use of Software in accordance with this End User License Agreement.

   g) *"License Fees"* means the license fee(s) payable by Licensee pursuant to Section 5 of this Agreement and Schedule A.

   h) *"Licensor"* means and refers to *Teemwurk, Inc.*

i) **"Renewal Term"** means the additional period of time for which the term of this agreement will be extended automatically upon expiration of the Initial Term or the then current term.

j) **"Server Environment"** is defined as any server system, licensed from Licensor or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to ASP, .NET, Java servers, Citrix servers, report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, extranet, client/server network, wide-area network, or any other multi-user network.

k) **"Services"** means Maintenance and Support Services, Consulting and Training provided by Licensor or its affiliates to Licensee.

l) **"Sign-up"** means the process of selection of a suitable subscription plan by Licensee and subscribing to SAAS.

m) **"Software"** means the software referenced in Schedule A supplied by Licensor herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation. Any updates to such Software which you are entitled to receive and that has been provided to Licensee by Licensor shall also mean Software for purposes of this Agreement.

n) **"Software as a Service' (SAAS)"** means and refers to the use of Software and related Services offered to Licensee by Licensor to use the Software while it is installed on a Server Environment which is hosted by or on behalf of Licensor.

o) **"Subscription plans"** means the plans including, but not limited to, various usage, modules, features and subscription terms offered by Licensor to Licensee at the time of Sign-up and / or renewal to avail SAAS.

p) **"Term"** means the Initial Term together with all Renewal Terms.

q) **"Use"** means to load, execute, employ, utilize, store, or display the Software.

2. SOFTWARE LICENSE

In accordance with the terms herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive, non-transferable, worldwide right to use SAAS, solely for Licensee's business or personal purposes, to use the current version of Licensor's Software.

This license allows Licensee to use the Software installed on a Server Environment which is hosted by or on behalf of Licensor. Licensor reserves the right to change the Server Environment from time to time as it may deem fit. The Software shall be used for the processing of Licensee's own business, which may include servicing and maintaining records on behalf of, its customers and clients.

Licensee shall have following options under this agreement:

a) to purchase other licenses and/or add-ons in future at any time during the term of this EULA by paying the appropriate License Fee(s) as decided by the Licensor; and

b) to reduce the number of licenses and/or add-ons already purchased by Licensee from Licensor in future at any time during the term of this EULA. In case Licensee unsubscribed before completion of the then current term, Licensor shall not be obligated to refund the unused amount of License Fees to Licensee. However, Licensee shall not be charged for the unsubscribed licenses and/or add-ons in the following term.

3. TERM OF AGREEMENT

This Agreement shall be effective for the Initial Term of six (6) months and shall have a Renewal Term wherein it automatically renews monthly for three (3) years (collectively "the Term") as set forth in Schedule A. Said Term will remain in effect, unless either Licensee or Licensor terminate this Agreement pursuant to Section 15 of this Agreement. At least ninety (90) days prior to the end of the three-year Renewal Term, Licensor shall provide Licensee with a quote for renewal of Services. The Licensee will have the option to renew the Agreement for additional consecutive one-year terms and shall provide written notice of intent to renew at least sixty (60) days prior to the end of the then current term.

4. RESTRICTIONS

The Software contains copyrighted material, trade secrets and other proprietary material. Licensee must not:

(a) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Software;

(b) send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights;

(c) willfully or unintentionally send, process or store material containing software viruses,

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worms, Trojan horses, or other harmful or malicious computer code, files, scripts, agents or programs;

(d) interfere with or disrupt the integrity or performance of SAAS;

(e) attempt to gain unauthorized access to SAAS or its related systems or networks;

(f) merge the Software with any other software or documentation;

(g) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software;

(h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices, or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in, or otherwise connected to the Software or on any copies made in accordance with this Agreement;

(i) use, or authorize or permit the use of, the Software except as expressly permitted herein;

(j) Use this Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.

(k) Licensee must implement the controls declared in "Annexure 1 – Controls Implemented by City of West Allis ("Licensee"). Licensee must take reasonable steps to safeguard Licensor's interests associated with evolving cyber security trends.

If Licensee breaches the terms set forth in this Section 4, Licensee agrees to pay Licensor per below mentioned table.

No. of lives impacted	Penalty/Liability
1-500	2 times the annualized revenue
500-1000	3 times the annualized revenue
1000-1500	4 times the annualized revenue

5. PRICE AND PAYMENT

During the Initial Term, as consideration for the license to use the Software granted to Licensee herein, Licensee shall pay to Licensor the License Fees pursuant to the fees and payment terms as negotiated by OnCore and Licensee in Schedule A and incorporated herein.

Licensor is entitled to revise the amount of the License Fees for respective Renewal Terms upon the expiration of Licensor's 3-year fee guarantee and pursuant to the provisions set forth in Section 3 above.

6. SOFTWARE OWNERSHIP

Licensor represents that it is the owner of the Software and that it has the right to modify the same and to grant Licensee a license for its use.

7. INTENT TO COOPERATE

Both Licensor and Licensee acknowledge that successful use of the Software pursuant to this License Agreement shall require their full and mutual good faith cooperation, and Licensee acknowledges that it shall abide by the terms of this Agreement.

8. SUPPORT SPECIALIST

OnCore is Teemwurk's exclusive Support Specialist for service related inquiries. Additional services provided by OnCore shall be negotiated by Licensee and OnCore in **Schedule B**, and incorporated herein.

9. TITLE TO SOFTWARE AND CONFIDENTIALITY

All information, data, drawings, specifications, documentation, software listings, source or object code which the Licensor may have imparted and may from time to time impart to Licensee relating to the Software is proprietary and confidential and title thereto remains in Licensor. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Licensee's request are and shall remain in Licensor. Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or Agreement with its employees or consultants or others who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by the Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and up-dated works, are the property of Licensor. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

10. ACCEPTANCE

The Software shall be deemed to have been accepted when Licensee is able to successfully access the Software when it is installed on a Server Environment.

11. USE AND TRAINING

Licensee shall limit the use of the Software to its employees and/or designates who have been appropriately trained. Licensor shall make training for the Software available to Licensee as required pursuant to its standard training procedures. Licensor may on its own or through its affiliates or any third party provide appropriate training as required and/or as per the terms, location and costs mutually agreed upon between the Licensor and Licensee from time to time.

12. WARRANTY

a) Licensor warrants that it has the right to license the Software to the Licensee and the Software will conform, as to all substantial operational features, to Licensor's current published specifications upon Sign-up.

b) The Licensee must notify Licensor in writing, within Thirty (30) days of Licensee's Acceptance of the Software (not including delivery of any subsequent modifications to the Software), of its claim of any defect in the Software. If the Software is found defective by Licensor, Licensor's sole obligation under this warranty is to remedy such defect in a manner consistent with Licensor's regular business practices.

c) Throughout the Term, if the Licensee encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation or otherwise provided to Licensee by Licensor, upon notification from Licensee, Licensor will take such steps as are reasonably required to correct the error or nonconformance with due dispatch.

d) LICENSOR DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOFTWARE OR HARDWARE OR NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL OPERATE IN COMBINATIONS OF SOFTWARE OR HARDWARE OR NETWORK THAT MAY BE SELECTED FOR USE BY LICENSEE; (B) THE SOFTWARE WILL BE FREE OF VIRUS, TROJANS OR OTHER SUCH HARMFUL OR MALICIOUS CONTENT; OR (C) THE SOFTWARE IS INCAPABLE OF BEING HIJACKED.

e) If any modifications are made to the Software by Licensee during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Licensee's errors or systems changes shall be billed at Licensor's standard time and material charges.

f) Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed One Million Dollars ($1,000,000) or the amount of money that may be greater under the terms of the agreement whichever is greater.

g) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 12, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, RELATING TO THIS AGREEMENT AND THE SOFTWARE AND ANY SERVICES PROVIDED TO LICENSEE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

13. LIMITATION OF LIABILITY

a) Except as otherwise set forth within this Agreement, Licensor shall not be responsible for any activity occurring in connection with Licensee's use of SAAS, and Licensee shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. Licensee shall notify Licensor immediately of any other known or suspected breach of security.

b) LICENSEE AGREES THAT SAAS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS CAUSED DUE TO INHERENT NATURE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR TRANSFER OF SERVER ENVIRONMENT OR OTHER SOFTWARE OR NETWORK OR HARDWARE OR INFRASTRUCTURE ISSUES AND LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

c) LICENSOR DOES NOT OWN ANY CONTENT THAT LICENSEE SUBMITS TO SAAS. LICENSEE, NOT LICENSOR, SHALL HAVE SOLE LIABILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE OF ANY DATA, INFORMATION OR MATERIAL, AND LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CONTENT AND/OR USE OF CONTENT BY LICENSEE.

d) IN NO EVENT WILL EITHER PARTY, THEIR EMPLOYEES, CONTRACTORS, AGENTS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS OF USE, DATA OR PROFITS, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SOFTWARE, OR ANY RESULTS OBTAINED FROM OR THROUGH THE SOFTWARE. THE PARTIES WILL NOT BE LIABLE FOR ANY HARDWARE OR PLATFORM OR NETWORK-RELATED OR SERVER ENVIRONMENT PROBLEMS ATTRIBUTABLE TO THE SOFTWARE OR CHANGES TO HARDWARE OR PLATFORM OR NETWORK CONFIGURATION OR SERVER ENVIRONMENT THAT MAY AFFECT THE PERFORMANCE OF THE SOFTWARE AND FOR THE DELAY IN DELIVERY, INSTALLATION OR FURNISHING OF LICENSED MATERIAL OR SERVICES UNDER THIS AGREEMENT.

e) Licensor shall not be liable for any hardware, software, infrastructure or any other services provided to Licensee by any third party.

f) Licensor shall only be held liable for direct damages resulting from its failure to perform obligations under this Agreement. In no event shall the liability of Licensor for any damages exceed one million dollars ($1,000,000) or the amount of money that may be due under the terms of the agreement whichever is greater.

14. INDEMNITY

a) Indemnification by Licensor

Licensor at its own expense will defend any action brought against Licensee only to the extent that it is based on a claim that the software used within the scope of this License Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval. If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Licensor may discontinue the license granted herein on one month's written notice and refund only the License Fees paid for the then current term, and not the entire License Fees paid from the beginning of the Initial Term, to Licensee. The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

b) Indemnification by Each Party

Each party shall fully indemnify and completely hold harmless the other party and any of its directors, officers, employees, agents, and/or representatives, of and from any and all liabilities, claims, expenses, damages including reasonable legal fees and disbursements arising out of any claims or suits for damage or injury to person in connection with, directly or indirectly, in whole or in part, (i) any negligent act, willful conduct, or omission of the indemnifying party's employees, agents, contractors, directors, officers or any person for whom it has a legal responsibility, or (ii) the failure of the indemnifying party to comply with any municipal, state or federal law, or (iii) any act or omission which is, or can be determined to be, a breach of any term or condition of this Agreement. Nothing contained within this Agreement is intended to be a waiver or estoppel of the Licensee or its insurer to rely upon the limitations, defenses, and immunities contained

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within Wisconsin Statutes sections 345.05 and 893.80. To the extent that indemnification is available and enforceable, the Licensee or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

15. TERMINATION

a) The license conveyed pursuant to Section 2 may be terminated by Licensor in the event of breach or default by Licensee under this Agreement, provided Licensor notifies Licensee in writing of the breach or default and Licensee does not correct same within thirty (30) days of Licensors' written notice, unless there is a bona fide dispute as to whether there was a breach or default by Licensee.

b) In addition, Licensee shall have the right to terminate this Agreement at any time; provided such termination shall not relieve Licensee of its obligations (1) to pay the current Term's remaining unpaid balance for the License Fee (as per Schedule A), and (2) to honor the terms of the OnCore Service Agreement, which was independently executed and which must be terminated in accordance with its terms.

c) Notwithstanding the foregoing, Licensee shall have the right to terminate this Agreement if Licensor fails to correct an error or nonconformance to the Documentation, as referenced in Section 12c, with due dispatch, or in the event of any other such breach or default by Licensor under this Agreement provided Licensee notifies Licensor in writing of the breach or default and Licensor does not correct same within thirty (30) days of Licensees' written notice; such shall also constitute a termination for an uncured breach and/or default by Licensor for purposes of terminating the OnCore Service Agreement and shall obligate Licensor to refund any remaining portion of the License Fees paid by Licensee during that Term.

d) All Software and Documentation shall be and will remain the property of Licensor and upon termination of this Agreement shall be promptly returned to Licensor, or upon request by Licensor, shall be destroyed. Termination shall not relieve Licensee of its obligations regarding confidentiality of the Software.

16. TAXES

Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales, services and other taxes, state, federal or otherwise, however designated which are

levied or imposed by reason of the transactions contemplated by this License Agreement. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

17. SOFTWARE AND HARDWARE REQUIREMENTS

Licensee shall make available required software, hardware, network or internet access and computer equipment required to use and access SAAS hosted on the Server Environment.

18. MAINTENANCE AND SUPPORT SERVICES

Licensor shall provide maintenance and support services in connection to the Software which includes automatic Software upgrades pursuant to the fees, scope and service levels executed concurrently during the term of Licensee's license for the Software.

Maintenance and support services under this agreement extend only to the Software free of any modifications and such services shall be rendered by Licensor from its location in Fremont, California and not onsite.

Maintenance and support services do not include and Licensor shall not be liable for any software or hardware or network employed by Licensee to use and access SAAS hosted on the Server Environment.

Licensor reserves the right to cease the provision of maintenance and support services should Licensor, in its sole discretion, determine that continued support for the Software is no longer economically practicable and/or in the event that the Software has become inoperable or incompatible with current operating systems, hardware, or other technologies and Licensee fails to timely remedy such, if able, upon notice by Licensor. Also, abuse of support privileges including, but not limited to, frivolous contact, rude behavior and/or customer incompetence, harassment, failure to follow instructions, may result in the cessation of support services should such behavior/actions not be corrected within a reasonable period of time from Licensor's notice to Licensee of 45 days.

19. CUSTOM MODIFICATIONS

All custom modifications to the Software shall be undertaken by Licensor at its then current time and materials charges. For each custom modification requested, Licensee shall provide written specifications to Licensor, which shall be mutually agreed upon prior to

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commencement of such custom modification effort. Unless otherwise mutually agreed upon by the Parties, all customer modifications shall be considered the intellectual property of the licensor.

20. FORCE MAJEURE

The Licensor shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of any matter outside the reasonable control of the Licensor including, but not limited to, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, any power interruptions or failures of or interruptions to any communications equipment, software or hardware.

21. NOTICES

All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by personal delivery or certified mail, return receipt requested, to the Parties at the respective addresses set forth on page one of this Agreement or to such other address as the Party to receive the notice has designated by notice to the other Party.

22. PUBLICITY RIGHTS

Licensee expressly grants Licensor the right to include Licensee as a customer on Licensor's website or other promotional material in relation to the Software for marketing purposes. Licensee can deny Licensor this right at any time by submitting a written notice, requesting to be excluded from promotional material. Upon receipt of such notice, Licensor will remove any reference to Licensee from such promotional material within thirty (30) days and make no further reference to Licensee.

23. GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement will be governed by and construe in accordance with the laws of the United State of America without reference to its conflicts of law principles and the courts in Milwaukee County, Wisconsin shall have exclusive jurisdiction. Each Party irrevocably hereby consents to the jurisdiction and venue of any such court in any such action or

proceeding. No agency, partnership, or joint venture is created by this Agreement. The Parties are and remain at all times independent contractors and not agents or employees of the other Party. The United Nation Convention on contract for the International Sales of Goods shall not apply to this Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

25. NO WAIVER

The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

26. COMPLETE AGREEMENT

This Agreement sets forth the entire understanding of the Parties as to its subject matter and may not be modified except in a writing executed by both Parties

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set forth above.

LICENSOR:

Name: TeemWurk, Inc.

Address: 200 Brown Road
Fremont, CA 94539

Signature: _____

Title: President

Email: axhilesh@teemwurk.com

LICENSEE:

Name: City of West Allis

Address: 7525 W. Greenfield Avenue
West Allis, WI 53214

Signature: Rebecca Hill

Title: City Administrator

Email: rgill@westalliswi.gov

Schedule A- Fees and Payment Terms

Initial Term: The initial term shall be for 6 months then month to month by the licensee with a 3-year fee guarantee by the Licensor.

Renewal Term: This agreement shall be automatically renewed monthly for 3 years.

License Fees: Licensee shall pay the applicable License fees at a monthly basis through EFT or similar method to Licensor's account. Licensor shall invoice Licensee the first of each month with payment due in 10 days of receipt of invoice. Fee schedule will be $3.00 per employee per month to include the Benefit Administration/ACA.

        — Optional Services $2.25 per employee to e-file IRS form 1095 and $1.49 per return for 1094 Postal Mailing paid for by the Licensee.

This Schedule A is referenced and incorporated into Licensee's End User License Agreement and all terms remain in effect and are to be read in conjunction to make up the Agreement. Licensor reserves the right to charge interest on any overdue amounts at a rate of 10% interest per annum, or the maximum legal rate if less, commencing with the payment due date.

LICENSEE:

NAME: Rebecca Hill

SIGNATURE: Rebecca Grill

TITLE: City Administrator

Schedule B – Maintenance and Support Services

Fees for Services: Unless otherwise stated in the EULA, Free, included within License Fees.

Scope of Services:

- Upgrades and new version release

- Named Points of Contact

- Unlimited support through phone, email, fax and web during business hours in working days except public holidays

- Maximum 24 hours response time for acknowledgement during business hours in working days except public holidays

- Priority response commitment

- Escalation to product development group

- Weekly Status reporting for ongoing support issues

- Quarterly service usage status report

This Schedule B is incorporated into Licensee's End User License Agreement with Teemwurk dated __12|4|18_____, *and all terms remain in effect and are to be read in conjunction to make up the Agreement.*

LICENSEE:

NAME: Rebecce brill

SIGNATURE: Rebecca Hill

TITLE: City administrator

Annexure 1 – Controls Implemented by City of West Allis ("Licensee")

This Annexure lists the various security-related controls implemented by Licensee on its local infrastructure. The actual controls implemented by Licensee must be included in the list below with a brief description. The list is not exhaustive and may be updated per evolving technological and cyber security trends. If there are any additional controls (not mentioned in below table), please update the table to include such controls.

Table 1:

Security Controls	Brief description
NETWORK LAYER	
Firewall	Palo Alto Networks Next Gen Firewall/UTM
IP Reputation Filtering	Network-Palo Alto Known Malicious IP List E-mail- Barracuda E-mail Security Gateway Reputation List
Intrusion Detection System	Palo Alto Networks Threat Prevention Rules
SERVER LAYER	
Hardened Operating System	Windows Server Operating Systems in place.
OS patching/updating	Monthly updating applied or emergency patching based on vulnerability.
Malware protection & Antivirus	Webroot Secure Anywhere
Log Management	Localized logs on servers.
PHYSICAL LAYER	
Physical Security Controls	Datacenter is physically locked with keycard access. Switch Closets are also locked.
ADMINISTRATIVE CONTROLS	
Change control	Limited Permissions to specific in-house IT Staff.
Business Associate Contract	In-House Staff only.
Access Control	Active Directory Permissions used throughout systems.
Security Audits	Audits Performed through City's Insurance.