



City Clerk Document No. _____

City Council Meeting Date: November 7, 2024

**CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
MULTI-LANGUAGE TRANSLATION TECHNOLOGY, SERVICES, AND SUPPORT
CITY OF CHANDLER AGREEMENT NO. CM4-920-4664**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and TranslateLive, LLC, a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for multi-language translation technology, services, and support as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth therein.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its Resellers and/or End Users' use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information (like age, profession, or gender), domain names, computer type, browser types, and other anonymous statistical

data arising from such use of the Services and access to the Facilities.

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Base Programs means each version of a computer program used by Contractor to perform the Services, including the object code and source code, and all Upgrades, Documentation, workarounds, error-corrections, patches, and bug fixes.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Custom Software means the modifications and enhancements to the Software Programs and new computer programs, including application program interfaces, developed from time to time by Contractor for the exclusive use of City.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in accordance with the relevant Documentation.

Exit Plan means the plan set forth in Exhibit F hereto.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, the Resellers, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Contractor Confidential Information means Contractor nonpublic financial information.

Reseller(s) means one or more independent sales or support companies engaged to sell, support or implement the Services to End Users.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Shall, Will, or Must means a mandatory requirement.

Software Programs means the Base Programs and Custom Programs.

Upgrades has the meaning stated in Exhibit A.

2.0 SERVICES

2.1 Services under Schedules. Contractor will perform and deliver Services described in this Agreement and any Schedules hereto, in accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

2.2 Grant of License, On Premises Equipment. Contractor hereby grants City and its respective Representatives a nonexclusive, paid-up, worldwide license to install, access and use the On Premises Equipment in order to receive, manage, maintain and use the Services.

2.3 Reports. On a quarterly basis or more frequently as may be specified in a Schedule, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in an applicable Schedule, and any other information reasonably requested by City.

2.4 Services Audit. City may on 30 days' notice conduct audits and reviews of the Facilities on Contractor's premises with respect to the Services.

2.5 Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City, at no additional charge. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates. "Business Collaboration" means any strategic alliance, partnership, joint venture, broker-dealer, sales representative, investment advisor, or other marketing or business arrangement between City or its other Affiliates and any such person or organization through which City or such Affiliates derive revenue or profit or conduct business involving financial services.

2.8 Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Agreement.

2.9 Compliance with WCAG Version 2.1 Level AA. Contractor represents and warrants that the software provided hereunder is in compliance with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

3. BACKUP IP LICENSE

3.1 Sufficiency of Intellectual Property; Further Assurances. Contractor represents and warrants that the IP License and the Intellectual Property Rights licensed to City thereunder are and will be sufficient for City or its Representatives to manage, maintain, perform and deliver the Services for present and future End Users, to produce, copy, install, operate, manage, maintain, and improve the Services or the Software Programs and Facilities of City's own choosing in order to do so, without infringement of Intellectual Property Rights owned or held by others. Promptly upon request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the IP License. To the extent that Contractor or its Affiliates' Intellectual Property Rights include any U.S. patents or copyrights that are owned by third-party licensors, Contractor will at City's request, provide City with written confirmation from such third-party owner that such owner will give effect to the terms of Section 3.1 without any further condition, payment or other obligation. The IP License and the terms of Section 3.1 shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.

4. NON-DISCLOSURE

4.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose any Confidential

Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure")) to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, City may disclose Contractor Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

4.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

4.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a)

maintain safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

5. SECURITY

5.1 Security. Contractor represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

5.2 Security Standards. Contractor will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery

Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. City reserves the right to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(g) Audit Logging. Contractor will provide to the City system, audit, and other logs required by the City from the Contractor's environment and service offering upon request.

(h) StateRAMP Authorization. Contractors who will be storing, processing, and/or transmitting City data in external, non-City environments (Cloud), are required to attain verified StateRAMP (www.stateramp.org) Ready status for the cloud products the City will be utilizing in order to be considered for contract award. Contractors will be required to attain verified StateRAMP Authorized or City approved StateRAMP Provisional status, at the security category level required by the City, before receiving production City data. Contractor will be required to maintain StateRAMP authorization at the required category level throughout the contract term and partnership with the City. The City will provide StateRAMP sponsorship to Contractor for the purpose of this contract engagement.

5.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. If the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may terminate and this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

5.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

5.5 Audit. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request. After conducting an audit, City shall be entitled to notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. If Contractor is unable

to remedy the defects or deficiencies causing its noncompliance with any obligation, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than twice per year unless City determines in its reasonable discretion that additional audits are necessary. In the event that City conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 24 hours of suspicion, detection or confirmation of a breach or unauthorized access to City information that is hosted, stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to ensure the service for the City is adequately maintained in the event of any negative impact on the Contractor's service. Contractor will regularly backup City data and retain such City backup data copies according to City data retention requirements or otherwise provide backup data to the City. Backups will be maintained offline, encrypted, and regularly tested for availability and integrity for disaster recovery scenarios, including ransomware.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all applicable State and Federal laws and regulations including, but not limited to:

Federal Information Security Modernization Act of 2014 (FISMA):

<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>

- OMB Circular A-130:
<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-n-o-a-130-managing-information-as-a-strategic-resource>
- National Cyber Strategy of the United States of America:
<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>
- Application/websites will meet WCAG (Web Content Accessibility Guidelines) Level 2.1 AA requirements for government accessibility.
- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):
<https://www.hhs.gov/hipaa/index.html>
- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):
<https://www.irs.gov/pub/irs-pdf/p1075.pdf>

- Criminal Justice Information Services Security Policy (CJIS)
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E)
<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>
- A.R.S. 18-551 - Definitions Information Security Including PII:
<https://www.azleg.gov/ars/18/00551.htm>
- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>
- State of Arizona statewide policies, standards and procedures:
<https://aset.az.gov/resources/policies-standards-and-procedures>
- SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>
- State Environmental policies: <https://azdeq.gov/LawsAndRules>
- Family Education Rights Privacy Act (FERPA):
<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>
- Driver's Privacy Protection Act (DPPA):
<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>
- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>
- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:
<https://www.pcisecuritystandards.org/>

6. FEES AND OTHER PAYMENTS

6.1 Fees. Notwithstanding anything to the contrary in any Schedule, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services, and (ii) City receives an invoice for the relevant Fees.

6.2 Price Protection. Fees for recurring Services, if any, may be increased only on an annual basis upon at least sixty (60) days written notice before any annual renewal of such Services. The percentage of any such increase will not exceed three percent (3%) per such increase per annum.

6.3 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

6.4 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

6.4 Invoices. Contractor will provide City with an itemized invoice for all Fees that become due hereunder. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

6.5 Most Favored Terms. Contractor represents and warrants that the terms and conditions (including the pricing terms) of this Agreement and any Schedule hereunder are and will be comparable to or better than the terms and conditions offered to any other reseller or user of the Services. Upon request, an officer of Contractor will certify in writing Contractor's compliance with this Section within thirty (30) days.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

7.1 Compliance with Laws. Contractor shall and shall use its best efforts to cause its suppliers to, comply with all applicable United States and foreign, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

7.2 No Infringement. Contractor represents and warrants that the Services, Facilities and Software to be performed, operated or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the Resellers, or End Users.

7.3 Encryption. Contractor will identify in the applicable Schedule any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Services and Software, any modifications, enhancements or updates thereto, and any technical data derived therefrom.

7.4 Services. Contractor represents, warrants and covenants that: (a) it shall perform the Services in conformance with the levels of service, quality control, and other performance standards described in this Agreement; (b) all Services provided in connection with this Agreement are and will be performed to the best of Contractor's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; and (c) Contractor personnel performing any Services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Contractor will promptly replace any person who is performing Services under this Agreement upon City's reasonable request.

7.6 Services Not to be Withheld. Contractor represents, warrants, and agrees that during the term of this Agreement it will not withhold Services under this Agreement (including, without limitation, implementation, termination transition assistance services) or access to the Facilities for any reason, including, but not limited to, a dispute between the parties arising under this Agreement, another agreement between the parties, or any unrelated dispute between the parties.

7.7 Viruses. Contractor represents, warrants, and covenants that the Software does not and will not contain any computer code designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software or any System (referred to as

"viruses" or "worms").

7.8 Other Code. Contractor represents, warrants, and covenants that the Software Programs, if and when released to City or deposited in escrow pursuant to Section 3.3, does not and will not contain any computer code that: (a) would disable the Software or any System or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies or scope of use, or the advancement to a particular date or other numeral (referred to as "time bombs," "time locks," "license keys," or "drop dead" devices); (b) would permit Contractor or any third party to access the Software or any System (referred to as "traps," "access codes," or "trap door" devices); or (c) would permit Contractor or any third party to track, monitor or otherwise report the operation and use of the Software by City or any of its customers or clients.

7.9 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs; (b) is and will be complete, free of errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

7.11 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.12 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT WILL CONTRACTOR OR CITY OR ITS RESELLERS BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OR EXCLUSION OF CONTRACTOR'S LIABILITY WILL APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATING TO SECTIONS 3 ("IP LICENSE"), 4 ("NON-DISCLOSURE"), 7.6 ("VIRUSES"), 7.7 ("OTHER CODE") AND 8 ("INTELLECTUAL PROPERTY INDEMNIFICATION") OF THIS AGREEMENT, AN "ABANDONMENT" BY CONTRACTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT AS DESCRIBED HEREIN, OR ITS WILLFUL MISCONDUCT OR NEGLIGENCE, OR ANY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION ALL COSTS ASSOCIATED WITH THE RECOVERY OR REPLACEMENT OF LOST OR DAMAGED DATA). For the avoidance of doubt, any fines or penalties assessed on a party under applicable law arising out of the other party's breach of this Agreement are direct damages.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Indemnification by Contractor. Contractor, at its expense, will indemnify, defend and hold harmless City, the End Users and any of its or their officers, directors, employees, agents, consultants, other representatives, and any third parties permitted to use the Facilities, Software, or Services (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Contractor or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim that any of the Facilities, Software or Services or any portion or use thereof constitutes an infringement,

violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. City will promptly notify Contractor of any such claim or action and will reasonably cooperate with Contractor in the defense of such claim or action, at Contractor's expense.

8.2 City's Right to Participate. Contractor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that City may in its sole discretion participate in the defense of any such claim or action at City's expense. Without limiting the foregoing, Contractor may not, without City's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Contractor fails to appoint an attorney within ten (10) calendar days after City has notified Contractor of any such claim or action, or after Contractor becomes aware of such claim or action, whichever is earlier, City will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Contractor.

8.3 Election of Remedy. If the Facilities, Software or Services or any portion thereof becomes, or in Contractor's or City's reasonable opinion is likely to become, the subject of any such claim or action, then City may terminate the relevant Schedule with respect to the affected Services and cease to receive the benefit, directly or indirectly, of the affected Facilities or Software or require Contractor to either: (i) procure for City the right to continue using the Services and Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services and Software, or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Services and Software, or such portion thereof, as reasonably determined by City); or (iii) replace same with an equally suitable, functionally equivalent, compatible, non-infringing services and software, as reasonably determined by City. If none of the foregoing is possible and if such Services and Software, is found to infringe by a court, Contractor or City will have the right to terminate the relevant Schedule with respect to such Services and Software and Contractor will refund to City all amounts paid by City for such Services and Software. Any termination of any Schedule(s) by City under this Section will be without prejudice to any other rights and remedies which City may have under this Agreement or at law or in equity.

9. SERVICE LEVELS; SUPPORT SERVICES

9.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

9.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

10. TERM

10.1 Agreement Term. This Agreement is effective as of the Effective Date and will continue for a period of one year or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions

thereof.

10.2 Schedule Term. Each Schedule will commence on the date first set forth in such Schedule and will continue until the terms of such Schedule or this Agreement expire or are terminated in accordance with Section 11.

11. TERMINATION

11.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any Schedule, and such breach is incapable of cure, or such breach is capable of cure but Contractor does not cure such breach within twenty (20) days after written notice of material breach, City may terminate the relevant Schedule upon written notice to Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant Schedule, City may terminate: (a) this Agreement (in which event all of the other Schedules will terminate concurrently therewith); or (b) all affected Schedules. Termination of a Schedule or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and City fails to pay undisputed amounts under a particular invoice within three (3) months after such amounts are due, and Contractor has notified City of its intent to terminate this Agreement and City has not cured such breach within thirty (30) days of receipt of such notice.

11.2 Termination for Convenience by Client; No "Abandonment".

(a) City may terminate this Agreement or any Schedule hereunder at any time upon written notice to Contractor. Notwithstanding anything to the contrary in this Agreement or any Schedule, in the event of any termination under this Section, City will only be liable to make any payments which are due hereunder to Contractor for work performed in accordance with the terms and conditions herein up to the date of such termination.

(b) This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement, unless such termination occurs in conjunction with an Interruption.

(c) Notwithstanding any other provision in this Agreement to the contrary, Contractor agrees that it will not "abandon" its obligations under this Agreement, unless and until this Agreement is terminated and the requirements of Section 3 and 11.3–11.4 hereof have been carried out in full. For purposes hereof, "abandon" means the threatened or actual intentional refusal by Contractor to provide or perform any of the Services required of Contractor under this Agreement, regardless of the reason. If Contractor breaches or threatens to breach this Section, Contractor agrees that City will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, City shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided City follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of Contractor's obligations under this Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any

such application for injunctive relief by City except to require that City shall establish that Contractor has committed abandonment.

11.3 Exit Plan. In the event of any expiration or termination of this Agreement, the Parties shall prepare and carry out an Exit Plan on the terms set forth in Exhibit F hereto.

11.4 Services Wind Down Period. Any expiration or termination of this Agreement or any of the Schedules, Client shall be entitled to continued provision of the Services by the Provider and access to the Facilities for a period of time determined by Client, not to exceed ninety (90) days, required for Client to wind down its current use of the Services or to make a transition to alternate services providers or facilities.

12. INSURANCE

(a) Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect, subject to City's reasonable approval, the insurance coverage in the minimum amounts and on the terms set forth in Exhibit G hereto or such other amounts as may be set forth in a Schedule. All insurance required hereunder to be carried by Contractor (as well as any approved subcontractors or agents) will be with sound and reputable insurers and on forms as both are reasonably satisfactory to City.

(b) Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request including those evidencing that City has been added as an additional insured. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery of any Software Program(s) hereunder, and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

(c) Waiver of Rights of Recovery. Contractor waives all rights of recovery against City and its subcontractors or agents that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Contractor. Contractor will require its approved subcontractors and agents to waive the rights of recovery (as the aforesaid waiver by Contractor) against City, Contractor and their other subcontractors or agents and deliver evidence of such waiver to City before such subcontractors or agents perform any Services.

(d) No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

(e) Claims. Contractor will promptly make a full written report to City as to all accidents or claims for damage arising from or in connection with: (i) this Agreement; (ii) the discharge of Contractor's duties under this Agreement or any Schedule; or (iii) the presence of Contractor or Contractor's Representatives on City's premises. Contractor will cooperate fully with City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

13. DISASTER RECOVERY

An outline and executive summary of Contractor's business continuity and disaster recovery plan is attached as Exhibit E hereto (such outline and summary plus all of Contractor's supporting detailed documentation and plans as contemplated by the provisions of this Section, the "Disaster Recovery Plan"). The Disaster Recovery Plan for all Services shall: (a) be designed to continue all Contractor business operations that are critical to the overall operation and functionality of the Services notwithstanding the occurrence of a Crisis; (b) specify procedures and frequency of testing; and (c) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide each of the Services in the event of a Crisis. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up of business operations designed to keep the Services from becoming unavailable as Unscheduled Downtime as defined in the Service Level Agreement due to a Crisis and to permit the related business operations of City to be re-instituted in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Notwithstanding the foregoing, if a Crisis prevents Contractor from providing the Services to City, Contractor shall allocate its efforts and resources to restoring City's Services no less favorably to City than it allocates to any of its other Clients affected by the Crisis.

14. GENERAL

14.1 Force Majeure.

(a) For purposes of this Agreement "Force Majeure" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended; provided, however, that under no circumstances will a Party's obligations to pay any amounts due under this Agreement be suspended nor Contractor's disaster recovery obligations under sections 5.7 and 13. Any Party affected by an event of Force Majeure will promptly inform the other Party and will use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

14.2 License of Intellectual Property: 365(n). The Software is “intellectual property” as defined in 11 U.S.C.A. 101(35A) which has been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C.A. 365(n), as the same may be amended or supplemented from time to time, if Contractor files for bankruptcy.

14.3 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14.4 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless it is requested by the City Manager or City Manager's designee of City in writing under this Section.

14.5 Assignment. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates or Resellers (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

14.6 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Avenue, 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Jennifer Quigley
Title: VP of Business Development
Address: 6531 Central Avenue
St. Petersburg, FL 33710
Phone: 973-879-9466
Email: Jennifer.quigley@translatelive.com

14.7 Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement (each party's confidentiality obligations set forth in this Agreement) other than any payment obligations hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

14.8 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word “or” will be construed such that the series may include any of the items, all of the items, or any combination of the items.

14.9 Entire Agreement. This Agreement and all exhibits and schedules attached constitute the complete agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties.

14.10 Time of the Essence. Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, milestones and other requirements in this Agreement and any Schedule, is strictly required for City in light of its schedules and commitments.

14.11 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Schedule will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

14.12 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, “Benefit Plans”). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

14.13 Non-exclusivity. Contractor acknowledges that City may from time to time enter into other transactions with companies that may be competitors, suppliers or customers of Contractor. No such activities will be affected by City's agreement to enter into this Agreement.

14.14 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising, publicity or otherwise, the name of City or its End Users or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users.

14.15 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14.16 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including Sections 2.3 ("Grant of License"), 3 ("IP License"), 4 ("Non-Disclosure"), 7 ("Representations, Warranties, Covenants and Limitation of Liability"), 8 ("Intellectual Property Indemnification"), 11 ("Termination"), 14 ("General") and corresponding Exhibits and Schedules.

14.17 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

14.18 Counterparts; Method of Amendment. This Agreement, each Schedule and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a Schedule: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

14.19 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Contractor and City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

14.20 City's Right of Cancellation. The parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

14.21 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not to engage in a boycott of Israel as defined by state statute.

14.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach

of the parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

14.23 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.24 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

14.25 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.26 Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

14.27 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, Contractor must provide written notice to City, as set forth in this Agreement, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by Contractor under this Agreement are not expected to create an interest with

any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of the parties' agreement.

14.28 Jurisdiction and Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

14.29 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

14.30 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

14.31 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A – Scope of Services
- Exhibit B – Fee Schedule
- Exhibit C – Service Level Requirements
- Exhibit D – Support Services Requirements
- Exhibit E – Disaster Recovery Plan
- Exhibit F – Exit Plan
- Exhibit G – Insurance Requirements

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Scope of Services; (3) Exhibit B – Fee Schedule; (4) Exhibit C – Service Level Requirements; (5) Exhibit D – Support Services Requirements; (6) Exhibit E – Disaster Recovery Plan; (7) Exhibit F – Exit Plan; and (8) Exhibit G – Insurance Requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Betsy Copeland

Its: Mayor

Its: COO

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk

EXHIBIT A

SCOPE OF SERVICES

The Contractor will provide translation technology products and services as described in its response to the Request for Proposal, included as Attachment 1 to this Scope of Services.

The scope of services presents language translation background information, provides a technology overview, outlines the detailed requirements, technical specifications and project approach, which serve as a guide for the successful implementation of Translate Live's Instant Language Assistant (ILA) device.

Background

The Diversity, Equity and Inclusion Office emphasizes using technology to continue creating the City of Chandler to be a more inclusive and equitable place to live, work and thrive. With that in mind, language translation technologies will enable city staff to easily have a real-time conversation with customers and the public, regardless of the language or disability. The intent is for language translation technologies and services to be viewed as additional communication tools, that support staff communication efforts. But, in no way, is to be used to eliminate any human interaction with our most important Team Chandler staff that provide language translation when delivering essential services to the community.

Technology Overview: Instant Language Assistant (ILA)

Translate Live created the Instant Language Assistant (ILA) as an application to provide communication for Deaf, hard of hearing, and Deaf Blind individuals when interacting with a government agency or business. The ILA is a purpose-driven device that is always ready, easy to use, and is accessible to individuals with communication challenges. ILA provides translation in over 130 Languages and dialects. And, in most cases, languages and dialects can be translated via text to speech and/or speech to text. ILA is the only solution to combine HIPAA complaint and private AI, organization specific processes pre-loaded for 100% accuracy, backed with the ability to access live interpreters. The city's implementation of the ILA device and services will help to:

- Provide real-time two-way conversation for individuals to speak, spell out loud, or type an entire conversation no matter the language or disability, that is immediately communicated to the other party in their language of choice
- Communicate with community members who are deaf, or hard of hearing, or blind by:
 - Connecting accessories such as keyboards (including brail) or use of the electronic keyboard on the ILA device in the language of choice
 - Using a headset/phone receiver
 - Accessing trained American Sign Language (ASL) personnel (in 250 languages) using on demand video and use of audio from the ASL personnel, so that staff know what is being communicated
- Broadcast one-way communication for use at events, that the public can join using an ILA device's room code for translation in their chosen language
- Present pre-spoken phrases that will be pre-loaded into ILA devices for translation into the language of choice. This will support ease of providing common information, assist with completing forms and to pre-load and present frequently asked questions in language of choice.

Goals and Objectives

The goals and objectives of the ILA translation technology is to facilitate real-time conversations, regardless of language or communication differences.

Goal(s)	Objective(s)
Leverage technology to remove communication barriers	- Deploy ILA devices to identified departments that are customer facing 20 devices to be deployed each fiscal year for the next three years (FY 24/25, FY 25/26, FY 26/27) for a total of 60 devices to be implemented
Support Team Chandler's ability to effectively communicate with the City's diverse community when delivering essential services	Enhance and improve the customer service experience; meet and exceed expectations
Increase productivity; continuity of service	- When a Team Chandler human translator is unavailable, the utilization of a translation device will ensure continuity of services can be provide at all times; thereby increasing productivity and enhancing the customer service experience - Work can occur that may not otherwise be possible without the ILA device for language translation
Align to the DEI Strategic Plan	Promote using innovative language translation technology as a resource for department staff when delivering essential services
Community Outreach and Inclusion Opportunity	Increase interaction with community members that may not otherwise interact with the City, due to language challenges or due to a disability

Attachment 1 to Scope of Services

The Contractor's detailed requirements and technical specifications responses follow:

DETAILED BUSINESS REQUIREMENTS

Category	Requirement Description	Response Code	Modifications
Language Coverage	The tool and services must have native language support for a wide range of languages and dialects including but not limited to English, Spanish, Chinese dialects, Persian (Farsi), French, Korean, German, Vietnamese, languages of India, etc. Provide a complete list of languages and dialects.	F	https://www.translatelive.com/ila-language-list
Translation Accuracy	The tool and services must provide accurate translation that preserve the meaning of the original spoken words, phrases and text. Detail the means and methodology of assessing translation accuracy and how it is determined for the translation tools and services.	F	This happens on a per language instance and it is separate for Speech to text and translation. Industry standards include Word Error rate % and Bleu Scores. As new engines for each come out and are tested by the industry, the ILA allows us to easily integrate any new engine and switch to it for higher accuracy.
Contextual Understanding	The tool and services must be able to understand the context of city ordinances, administrative regulations, administrative orders, policies, procedures and rules, in which words and phrases are used to provide accurate translation	F	
Contextual Understanding	Capability of a deny list of words or phrases to mitigate contextual, word, or phrase	F	

	misunderstanding. (Including filters for hate, abuse and profanity)		
Real-Time Translation	The tool should be capable of providing real-time translation for live in-person conversations using City-approved devices (such as, Android, iOS, WIN laptops), and one-way real-time translation when delivering presentations, during in-person speaker events and meetings with live interpretation and captioning in multiple languages.	F	
Multi-channel Support	The tool and services must be accessible on various digital channels including but limited to web, native mobile applications (Android and/or iOS), and QR capability, etc.	F	
User-Friendly Interface	The tool and services must have an intuitive and easy-to-use interface for staff and customers; and are ADA compliant, and aligns with DEI's strategic plan for inclusion, and with the City's brand standards.	F	
Data Privacy	The tool and services must ensure the privacy and security of the user's conversation and PII data and must be HIPPA compliant. Language translation is for conversation only and text should ideally not be retained or stored. Describe how this is accomplished. (Implement	F	Everything is encrypted and no conversation data is saved anywhere. Any saved data like Call detail records are encrypted at rest and contain no PII.

	redaction/encryption of personally identifiable info contained in any public records, prior to translation.)		
Customizability	The tool must allow customization of settings; including, but not limited to: Using passwords, locking down specific settings, displaying city languages/dialects most commonly used first, the ability to pre-enter customized phrases that are frequently used, pre-enter document and form information; that can all be selected for translation. This will improve efficiency and increase productivity by having repeatable information easily selected to translate	F	
Specialized Terminology Translation	The tool and services must be able to handle translation of specialized city services related to but not limited to passport services, housing and redevelopment services, utility services, code enforcement services, court records information, law enforcement records information, human resources information, museum information, event information, performance arts information, legal information, water conservation information, parks information, recreation services, library services, and future City	F	This is all supported out of the box. However, if the city has a large number of processes required or vocabulary needs they wish us to help with there may be an additional cost to help build glossaries, break out and rewrite processes and load them all for the several different agencies.

	services; as well as, US Federal/State regulations		
Human Translation Services	Provide the capability to use America Sign Language (ASL) interpreters via video for the customers and includes speech to text of information for staff to participate in real-time conversation and clarity of conversation being interpreted. Detail the turnaround time to secure a ASL translator.	F	
Connectivity Capabilities	Technology, tools and services must include one or all connectivity options, but is not limited to; wireless, LAN, cellular, etc. and connectivity state should be visible to staff to determine connectivity status. Describe connectivity options.	F	
Integration Capabilities	The tool and services should be able to integrate with other city interpreter services.	F	
Types of Language Translation tools and Services	The tools and services should leverage one or all the following but is not limited to: Artificial Intelligence, neural networks, advanced algorithms, Machine Translation tools, Human Translation Services, Post-Edited Machine Translation, and Video Translation Services that adapt video content (subtitles, voiceovers) for different languages. Describe the approach for the types of language	F	Whatever is available on the market today or tomorrow, including engines for new languages, can easily be added, integrated and then instantly updated on any single, group or all ILA's instances.

	translation utilized.		
Customer Support: Citizens and Public	Provide the capability to collect qualitative feedback via a customer service survey at the end of one-way communication and two-way conversation.	F	An exit URL can be created which can be routed to any survey created by the city.
Customer Support: Citizens and Public	Present a welcome message and disclaimer in the chosen output language prior to conversation.	F	
Customer Support: Internal staff	Provide training and onboarding support information to City of Chandler users via the tool and services.	F	
Tool and Services Hardware and Software setup options	Describe the software, hardware, setup via cloud, on-premise, hybrid options.	F	See Technical Specifications and Approach. All 3 are available.
Tool: Functionality	Describe functionality for access and use by staff and customers.	F	It can be accessed by anyone on any device or browser or can come with our hardware. Functionality is extensive. It supports deaf, hard of hearing, deafblind, low vision, languages, TTS, Translation, STT, Speech to speech, hailing, and admin interface, customization, phrases, word weighting and many more. https://www.translatelive.com /
Tool: Support	Provide remote mobile device management (MDM) services to address and resolve issues, install security updates, etc.	F	
Tool: Durability	Any device hardware will be primarily used at city front-counters and will be handled by customers and the	F	

	public; therefore, must be durable to ensure long-term use.		
Tool: Inclusion	Take advantage of leveraging technology to increase interaction with community members that are deaf, hard of hearing, and blind by use of keyboard functionality in chosen language, connecting external keyboards including braille, and headset use. Provide any pertinent information.	F	The device works with Braille displays, hearing aids, loop systems and can utilize any common device that uses bluetooth or a 3.5mm headphone jack.
Reporting	Report on but not limited to; device location and the number of interactions, language and dialect used, length of conversation, issues, and resolution times.	F	

TECHNICAL SPECIFICATIONS AND APPROACH

The following cloud services information is a subset of the technical specifications the Contractor provided in their RFP response. Additional security and technical information not contained herein was assessed and approved as acceptable as required.

CLOUD SERVICES (XaaS)

Requirement	Description	Response
6.1 Policy, Controls, and Compliance	1) Does your company have a written controls plan, policy, standards that contains the administrative, technical, and physical safeguards you use to collect, process, protect, store, transmit, dispose, or otherwise handle our data	1. TranslateLive is ISO 27001 certified and has information security plans, system security plans and multiple other plans including Disaster Recovery data retention and many more available to the customer via our Sprinto security portal.
	at rest where technically possible and legally permissible? a. Is your product capable of FIPS 140-2 compliant encryption? 9) Are files and records reviewed, retained, and purged in accordance with legal requirements, contractual obligations, and service level agreements? 10) What is your process for purging all files and records and removing access upon completion of the service, task, or contract? 11) Does your company have written business continuity/disaster recovery plans, which are tested on a periodic basis? Please elaborate. 12) Is your environment high availability? Please describe. 13) Describe your backup frequency and process, and are backups stored offline? 14) What are your recovery time objective (RTO) and recovery point objective (RPO)? 15) Does your company maintain up-to-date versions of anti-virus software, anti-malware, antispayware, and operating systems security patches? Please elaborate. 16) What will your company actively do to prevent security incidents or breaches, and how often do you plan to check for vulnerabilities? Please elaborate. 17) Does your company practice continuous vulnerability management? Please elaborate. 18) Does your system's external DNS solution support DNS Security (DNSSEC) to provide origin	city's own servers or its own individual managed server in the cloud by Translate live. 8. All information traveling over a network is fully encrypted with the translate live solution and all data is encrypted at rest in the translate live cloud. the product would be capable of passing FIPS 140-2 compliance. 9. All files and records and other customer data are purged in accordance with translate live data retention policy but these can be adjusted to fit contractual service level agreements if required. 10. 10. The process for purging all files and records and removing access is dependent on contractual obligations or follows the TranslateLive data retention policy which can be made available.11. 11. TranslateLive does have written business continuity and Disaster Recovery plans that are tested regularly to ensure compliance with our ISO certification. 12. TranslateLive public Cloud platform is set up with both microservices and kubernetes allowing multiple parts and instances of the platform to be high availability and easily fail over or be deployed instantaneously in the event of a failure. 13. The entire system is backed up using Snapshots nightly and stored in multiple cloud locations encrypted at rest. 14. Using Snapshots, the entire system can be rebuilt

EXHIBIT B FEE SCHEDULE

Section 1: Itemized Pricing

All-inclusive pricing for hardware, software, and services.

Description	Price
ILA PRO Device Pricing	
1 ILA PRO dual sided tablet with stand, MDM included	\$999.00 each
1 ILA Host with Guest including 1 to 1 rooms (App or Web)	
1 Unlimited Broadcast Room	Included with device
3-year ILA license including free ILA PRO hardware device	\$2,499.00 each
White Glove, 24-hour, 365-day, 1-hour response, full SLA	\$300 per license per year
Basic training per 25 licenses	Included
ILA Roam Device Pricing	
1 ILA Roam dual sided device, MDM included	\$999.00 each
1 ILA Host with Guest including 1 to 1 rooms (App or Web)	\$999.00 per year
1 Unlimited Broadcast Room	Included with device
3-year ILA license including free ILA Roam hardware device	\$2,499.00 each
3-year cellular service	\$599.00 per device
Basic training per 25 licenses	Included
Other Software and Services	
ASL translation services (300 minute block)	\$975.00 each
Up to 5 processes and word helpers/replacements	Included
Additional training, customizations, processes	\$175.00 per hour
Bluetooth keyboard	\$20.00 each
Phone Receiver Handset	\$23.00 each
Cable Lock for device	\$42.00 each

Section 2: Annual Fees

Year 1

Description	Quantity	Fee
3-year ILA license including free ILA PRO hardware device	20	\$49,980.00
1 Unlimited Broadcast Room	20	Included
White Glove, 24-hour, 365-day, 1-hour response, full SLA	20	\$6,000.00
Basic Training	20	Included
3-year ILA license including free ILA Roam hardware device	5	\$12,495.00
1 Unlimited Broadcast Room	5	Included
White Glove, 24-hour, 365-day, 1-hour response, full SLA	5	\$1,500.00
Basic Training	5	Included
3-Year Cellular Service	5	\$2,995.00

ASL translation services (300 minute block) all devices will share the minutes	1	\$975.00
Bluetooth keyboard	20	\$400.00
Phone Receiver Handset	20	\$460.00
Cable Lock for ILA Pro	20	\$840.00
Year 1 Total		\$75,645.00

Year 2

Description	Quantity	Fee
3-year ILA license including free ILA PRO hardware device	20	\$49,980.00
1 Unlimited Broadcast Room	20	Included
White Glove, 24-hour, 365-day, 1-hour response, full SLA	40	\$12,000.00
Basic Training	20	Included
ASL translation services (300 minute block) all devices will share the minutes	1	\$975.00
Bluetooth Keyboard	20	\$400.00
Phone Receiver Handset	20	\$460.00
Cable Lock for ILA Pro	20	\$840.00
Year 2 Total		\$64,655.00

Year 3

Description	Quantity	Fee
3-year ILA license including free ILA PRO hardware device	20	\$49,980.00
1 Unlimited Broadcast Room	20	Included
White Glove, 24-hour, 365-day, 1-hour response, full SLA	60	\$18,000.00
Basic Training	20	Included
ASL translation services (300 minute block) all devices will share the minutes	1	\$975.00
Bluetooth Keyboard	20	\$400.00
Phone Receiver Handset	20	\$460.00
Cable Lock for ILA Pro	20	\$840.00
Year 3 Total		\$70,655.00

EXHIBIT C

SERVICE LEVEL REQUIREMENTS

As part of the project management process, in coordination with the City, the Contractor must develop detailed roles and responsibilities and needed operational processes for support and services included in this agreement including, but not limited to:

White Glove Service. Contractor must provide 24-hour, 365-day, 1-hour response support to issues and outages. Based on the issue or outage, an estimated resolution time will be provided.

Monthly Data Report. By the 10th of each month, Contractor will provide a comprehensive data report to the Chandler DEI Division that details for each device; the department location and time device deployed, the total of communication interactions including conversation length and chosen language. Required monthly reporting data must be backed up accordingly to ensure available to report on monthly and annually.

Scheduled Downtime. Contractor's standard maintenance window is _____ a.m./p.m. to _____ a.m./p.m. at which time the Language Translation services may be unavailable for use. Contractor will notify City for any maintenance expected to prevent access to the Language Translation Support or Services for more than 15 minutes. The notification will include the reason and the procedure for implementing the change. Email notification will be sent to City email address 30 days in advance and again the week of implementation.

Unscheduled Downtime. Any unplanned time the Language Translation services are not available that was not scheduled prior to outage. Email notification will be sent to City email address as soon as outage is identified.

Authorized Contacts. Within 30 days of the execution of the Agreement, each Party will provide to the other a list of its authorized contact people. Each Party must give to the other 30 days' prior notice of any proposed changes to the list of authorized contact people.

Issue Monitoring and Reporting. Contractor will provide to City email address monthly report that includes

- Number of support tickets Open and Closed within the Month
- Number of overall Open and Closed tickets Annually
- Average Length to close a ticket
- Number of new features requested
- Number of security patches deployed
- Number of new features deployed

Hourly Support Service. Support Services that are performed at the written request of the City that are outside the scope of, or in addition to, the Support Services detailed herein, will be deemed hourly service, and City will be billed in accordance with Contractor's then current time and materials support policy. Upon City's request, Contractor will provide a written estimate of the cost to perform the work prior to beginning work on any task that is being billed in accordance with Contractor's time and materials support policy.

Product and Technology Services information

The following information is a subset of the technical specifications the Contractor provided in their RFP response. Additional product and technical services information not contained herein was assessed and approved as acceptable as required.

PRODUCT INFORMATION

Requirement	Description	Response
1.1 Product Description	Overview of your solution	TranslateLive's ILA solves language and disability communication challenges by allowing people to have real-time conversations in their native language. ILA is the only solution to combine HIPAA compliant and private AI, organization specific processes pre-loaded for 100% accuracy, backed with the ability to access live interpreters via audio or video.
1.2 Product Customer Base	Overview of key clients using your solution: in production, beta-testing, consideration	We currently have thousands of customers using our product which include multiple Fortune 500 companies, schools, counties, major cities including Boston, Denver, Philadelphia, NYC and many more. We are testing and considering new features for uploading phrases easier, we are looking at new engines and looking at AI/Interpreter at the same time.
1.3 Product Direction	Summary of product "future state" direction	To be the market leader in secure, accurate, inclusive communication for interactions with citizens around the world and to work out of the box for as many different needs as possible.
1.4 Product Differentiation	Describe how your product is different from other products on the market today	Translate lives product provides the highest level of security and customization on the market. We have the ability to connect to multiple different types of engines and we allow communication to be set up using almost any device or web browser. The TranslateLive administrative interface also
		provides the level of Enterprise control that is unmatched in the industry. Most of all the product allows you to be extremely accurate and it is very easy to use due to its two-sided nature making natural conversations easy and instant.

PRODUCT ACCESSIBILITY

Requirement	Description	Response
2.1 Product Integration	Describe the APIs or integration methods available along with a summary of each	The entire system is composed of micro-services but any API integration is custom and would need to be defined by the customer.
2.2 Product 3rd Party Products	List any required third party software or service required to facilitate your product application functionality	No third party software is required to facilitate our product except for a web browser. In the event someone is connecting remotely and potentially Microsoft Excel to be able to view usage reports. If using the web version you would need Chrome, Safari, or Firefox.
2.3 Product UI Platforms	Describe your product's portability to mobile devices, tablet PCs, smart phones, etc.	The product can be used on any modern mobile device, tablet, PC or smartphone via an installable app or using the existing web browser such as Firefox, Chrome and Safari.
2.4 Product Reporting Capabilities	Summary of product reporting methods (e.g., built-in, custom, ad hoc capabilities, data mining/data warehouse generation, formatting supported (pdf, excel, csv, etc.)	By default the only information recorded is a call detail record of an interaction which includes a timestamp language accent and duration. These are provided to the customer via a Microsoft Excel spreadsheet and in the future the customer will be able to directly access reports through the administration portal. TranslateLive also retains connection records and IP addresses as required by law. There is also the option when

		running on your own servers to enable database access login as well as the ability to record conversations which creates a wave file for each instance someone is speaking with a text file transcription of what was returned and a text file of the translation of what was returned. Again this is only available if the system is set up on your own cloud.
2.5 Product Data Archiving	Overview of product strategy for data archiving and data purging	We don't save any conversational data. The only data saved is CDR which is purged at the customer's request.

PRODUCT PERFORMANCE/MAINTENANCE

Requirement	Description	Response
3.2 Performance and Latency	List the minimal required bandwidth and maximum latency to achieve acceptable performance	For the use of AI the minimal required bandwidth is 64k per second. If accessing live interpreters via video such as American Sign Language then 384k per second is required. The ILA product will buffer speech and text so it will still work even up to a latency of 15 seconds
3.3 Monitoring	Does your system include real time performance network monitoring? Please elaborate.	with no communication. Our system does include real-time performance network monitoring CPU monitoring memory monitoring and storage monitoring as well as database monitoring but this is not available directly to the customer it's only available to translate live operational staff.
3.4 Product Maintenance (Releases & Patches)	1) Overview and cycle time interval timelines for standard release updates maintenance functionality. 2) Process for installing new and updated versions or patches. 3) Provide the number releases planned per year. 4) Provide the number of times updates were released in the past year for your software. 5) Describe support which is provided for updates	1. TranslateLive releases updates for the server and the application for both feature updates and security updates. The cycle will not exceed four times per year. 2. The process for installing new versions and patches begins with informing the customer that it will be released. Changes to the server side depending on need may happen more frequently but do not affect the user interface or functionality. Updates can be installed through the application by the end user or updates can be automatically installed Via mobile device management upon the customer's request. 3. So far in 2024 there has been one release and there are two more planned application releases. 4. In the last year the product was updated four times. 5. Support for updates are included in the manual update through the "what's new" button as well as the translate live.com help page. For major UI changes and releases, retraining for end users is an option.

EXHIBIT D

SUPPORT SERVICES REQUIREMENTS

SUPPORT SERVICES

Contractor will perform the following Software, Hardware, and Implementation Support Services that will serve as a guide for creating operational service level processes including defined roles and responsibilities required for supporting City staff, Chandler residents, and the public to efficiently and effectively use the language translation device and services.

Language Translation Software and Hardware Support

- Contractor will install prior to delivering device, MDM solution needed to remotely diagnose reported issues
- Provide technical services to City to attempt to correct diagnosed issues
- A support incident may require multiple interactions and off-line research to resolve issues in coordination with City
- Report translation issue (e.g., incorrect translations, technical problems with the translation software or hardware device). Include relevant details such as department, location and how the issue occurred
 - Contractor support should respond promptly with any follow-up questions to facilitate quicker diagnosis and resolution
 - City will adhere to any troubleshooting steps or instructions given by Contractor support
 - Verification that the translation issue has been resolved or identified next steps to find a resolution were provided (e.g., replace hardware device or issue may require additional research/development)
 - Once the issue is resolved; and satisfied with solution, Contractor support can close ticket

Support Services as outlined in Contractor's RFP response include:

Product Support

Requirement	Description	Response
4.1 Product Support Model	1) Overview of product generic support model (e.g., general SLAs, customer support, critical issue support, outages, availability of application) 2) Provide the hours of operation for technical support and escalation for emergencies. 3) Describe your service/support call procedures. 4) Describe specific technical support and account management people to be assigned to our account and where they are located. 5) Describe how you prioritize customers for support. 6) Describe the General Support SLA severity and priority. 7) Location of technical support resources	1. Generic support model includes basic training and adding a few processes, includes email support, 24 hour response time, and no 99.9% uptime. 2. 8 a.m. to 5pm CST 3. End User emails support, we then diagnose and send resolution steps or reach out for further troubleshooting 4. General support via Support@translatelive.com email box as well as an account manager located in United States 5. First Come First Serve, with exceptions for SLA requirements 6. There is no priority que for issues at this time 7. https://www.translatelive.com/help
4.2 Product Problem Support	1) Describe the processes available for customers to report bugs and receive software fixes. 2) Describe the guarantees for turnaround time on problems	1. Email support@translatelive.com 2. Varies based on issue and resolution but normally within 24 hours unless an update to the software is required to fix
4.3 Product Enhancements	Describe product enhancement request process and product enhancement release cycle time frequencies to the market	Translate live is always looking for feedback and product enhancement requests. The process for implementing these enhancements starts with a discussion of timeline cost scheduling and roadmap. These can be greatly influenced by the customer's willingness to pay for specific enhancements. Once it's decided that an enhancement is going to be developed it is developed, tested and then becomes part of one of the scheduled releases again.

IMPLEMENTATION

Requirement	Description	Response
8.1 Product Implementation Timeline	1) Overview of product implementation model (e.g., planning, average implementation timeline). 2) Provide the risks associated with these timeframes, and best practices applied to achieve expected outcomes.	1. Time frame depends on type of implementation and number of locations as well as speed with which the customer provides and responds to TranslateLive information requests. Basic: Receive PO, work with customers during logistics to pre-load anything and meet security requirements, ship, connect to network, provide training and work with support to customize processes or wording. For basic installation this is 2 to 4 weeks. 2. Potential risks include: being overwhelmed with large orders leading to a delay in

		delivery. Not receiving shipping information or IT information when required. There being an issue with network connectivity at a location where the customer wants to use the ILA. Best practices for avoiding these risks is constant communication and a weekly review with the customer to ensure open lines of communication.
8.2 Product Implementation Planning/Resourcing	1) Describe what you provide to the city of Chandler in reviewing and approving the resources that you will assign to the city. 2) Describe external business partners utilized for implementation services.	1. Translate live uses a Phase approach. In the review process translate live will provide multiple documents over viewing security privacy terms and conditions possible solutions Etc during implementation we take a phased approach phrase one would be it security and network configuration provide documentation on the steps necessary to incorporate network settings MDM configuration Network certificates firewall ports and any other security Phase 2 would be training translate live provides multiple resources in the form of live Human 1-hour training where we record the sessions a resource library and videos for deployment support in ongoing support is provided via email and additional trainings when necessary account management with translate live will check in with end user teams on an ongoing basis updates to any parts of the system will be provided to Chandler and the way of documentation.
		2. No external business partners are utilized for implementation of the service. Direct employees of TranslatLive will provide all associated implementation services.

PRODUCT USER ADOPTION

Requirement	Description	Response
5.1 Product Documentation	1) Overview of standard product documentation access (e.g., online documentation, help access, etc.) 2) Provide how and when this documentation is updated. 3) Describe documentation updates that accompany any new software releases	1. TranslateLive provides multiple forms of documentation for its products including user guides, videos, frequently asked questions as well as email support. 2. Documentation is updated as part of the process of new releases to ensure that when a new release comes out all documents and videos have been updated to include the new release as part of a release cycle. 3. Document updates are done as part of the software release process. Frequently asked questions and knowledge bases can be updated at any time when new or relevant information becomes available.
5.2 Product Training	Describe product training mediums available for the end user community	TranslateLive provides training videos as well as live training for end users done by the translate live training team. Depending on the size and number of devices ordered multiple trainings can be included. For large customers retraining due to turn over or significant changes in the application and also be provided.

EXHIBIT E
DISASTER RECOVERY PLAN

EXHIBIT F EXIT PLAN

For purposes of this Exit Plan, the following terms shall bear the meanings set out below:

"Replacement Services" means any services which are substantially similar to the Services and which Client or one of its Affiliates procures in substitution for the Services following the termination of this Agreement, whether those services are provided internally and/or by any third party.

"Replacement Supplier" means any third party service provider of Replacement Services appointed by Client or one of its Affiliates from time to time.

"Termination Assistance Fees" means the charges payable by the Licensee for the Termination Services as shall be set out in the Exit Plan.

"Termination Period" means the period of 12 months (which may be reduced at the Licensee's discretion by giving Licensor 60 days' written notice) commencing on the date of service of any notice of termination of this Agreement.

"Termination Services" means the termination transition services to be provided under the Exit Plan. In addition, Services under this Agreement shall be provided in accordance with the terms of this Agreement during the Termination Period.

1. Provided that Client and its Affiliates are in compliance in all material respects with their obligations under this Agreement, for the Termination Period, Provider shall provide all reasonable and necessary transition assistance to Client and its Affiliates to allow, as chosen by Client, the orderly transfer and replacement of the Services by Client or a Replacement Supplier, or their respective Representatives. Such transition may entail the substitution of Web sites, communication networks, software, servers, and reports, and/or the termination or modification of the Services in whole or in part. Provider and Client shall cooperate with each other in the production of the Exit Plan in accordance with this Schedule with a view to completing the Exit Plan in a timely manner.
2. As soon as reasonably practicable after any notice of termination is served in accordance with this Agreement, the Parties shall:
 - (a) Agree upon a date (which shall be no later than 14 calendar days after the date of such meeting) for the joint production and circulation of a first draft of the Exit Plan; and
 - (b) Appoint a senior management individual of each of the Parties, each of whom shall act as a point of contact for the Termination Period and to deal with all matters relating to termination of both the Services and/or any license relating to the Licensed Materials granted under this Agreement.
3. The Exit Plan shall:
 - (a) Address the scope of the Termination Services, Termination Assistance Fees and the service levels applying to the Termination Services. Unless otherwise agreed by the parties, each party shall continue to meet its respective obligations under this Agreement during the Termination Period. Provider acknowledges that it is important to Client to effect an orderly transition in-house or to a Replacement Supplier of the Replacement Services and, in this respect, it is also important that there is no degradation in the provision of the Services. All Termination Assistance Fees shall be chargeable as stated in the Exit Plan; and
 - (b) Describe more particularly the process by which the parties shall return or cease to use each other's Confidential Information; and
 - (c) Address the project management of the Termination Services and identify relevant individuals who shall manage the provision and implementation of the Termination Services.
4. Upon request by Client during the Termination Period, Provider shall provide to Client any reasonable documentation describing, explaining or which would otherwise assist Client in inviting third party

service providers to supply the same or similar software and/or services (or any part of the same) and negotiating alternate arrangements with those third parties with regard to the provision of Replacement Services. Any such provision shall be made subject to reasonable licensing and/or confidentiality obligations which shall be agreed by the parties.

5. Provider shall provide or make available to Client detailed information, data, and records reasonably necessary for the provision of services similar to the Services and/or any software which may be used by Client or a Replacement Provider in lieu of the Software post termination of this Agreement. Any such availability shall be made subject to reasonable licensing or confidentiality obligations which shall be agreed by the parties.
6. The Parties shall agree any other reasonably necessary provisions to facilitate a smooth and orderly transition from Provider to Client or the Client's nominated Replacement Supplier.

Notes

All schedules referred to in this form must be drafted by the user and are not supplied.

EXHIBIT F
INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	\$4,000,000
Each Occurrence	\$2,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2. Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)

In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

Per Loss	\$2,000,000
Aggregate	\$2,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is

maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

3.4 Additional Requirements: The policy shall provide a waiver of subrogation.

B. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Contractor's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Contractor has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Contractor under this Agreement.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008

Phone: (480) 782-4640

Fax: (480) 782-4652

Email: legal.notices@chandleraz.gov

- D. Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Contractor's most proximate business location.
- F. Approval:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.