

Exhibit A

Service Agreement
for
Open Town Hall
Powered by Peak Democracy Inc

This agreement (“**OPEN TOWN HALL AGREEMENT**”), which is entered into as of the date that this OPEN TOWN HALL AGREEMENT is fully executed by all parties, is by and between:

- **City of Provo, Utah** (“**GOVERNMENT**”), an organization having an address at **City Center Building, 351 W Center St, Provo, UT 84601**; and
- Peak Democracy, Inc., a Delaware Corporation having an address at PO Box 516 Trinidad, CA 95570 (“**PEAK DEMOCRACY**”).

1 Background

- 1.1 **GOVERNMENT** wants to engage PEAK DEMOCRACY for the purposes of providing the products and services described in the attached *Scope of Work* addendum to this OPEN TOWN HALL AGREEMENT.
- 1.2 **PEAK DEMOCRACY** represents that the company has the special expertise, qualifications and experience necessary to provide the products and services described in the attached Scope of Work addendum to this OPEN TOWN HALL AGREEMENT.

2 Pricing & Timing

- 2.1 **Pricing**: GOVERNMENT will pay PEAK DEMOCRACY **ten thousand eight hundred dollars (\$10,800)** to perform the services as specified in this OPEN TOWN HALL AGREEMENT – including those specified in Paragraphs 3.2.6.

- 2.2 Duration & Start Date: The duration of this OPEN TOWN HALL AGREEMENT is for a **one (1) year** period starting on **the date that this OPEN TOWN HALL AGREEMENT is executed by both parties**; and this agreement may be extended if agreed to in writing by both parties.
- 2.3 Expiration: This offer to enter into this OPEN TOWN HALL AGREEMENT expires at the end of the day of **2016 October 31**.

3 Responsibilities

- 3.1 GOVERNMENT Responsibilities: GOVERNMENT will designate a representative as the primary contact for implementing OPEN TOWN HALL and that representative will be the primary point-of-contact with PEAK DEMOCRACY. Through this point-of-contact, GOVERNMENT will:
- 3.1.1 Train: Learn about the features, benefits and best practices of OPEN TOWN HALL, and communicate these features, benefits and best practices to GOVERNMENT employees, elected officials and users.
- 3.1.2 Lead: Specify the topics and content that GOVERNMENT wants to post on OPEN TOWN HALL via the administrative system supplied for that purpose.
- 3.1.3 Implement: Facilitate the implementation of OPEN TOWN HALL within GOVERNMENT'S web site via links and/or iframe embedding.
- 3.1.4 Promote: Lead the promotion, (i) of OPEN TOWN HALL in general and, (ii) for each posted topic in particular, to GOVERNMENT jurisdiction's residents, including via email, social media, and press coverage.

3.1.5 Review: At PEAK DEMOCRACY's request, participate in OPEN TOWN HALL review meetings in which GOVERNMENT will present the status of its OPEN TOWN HALL implementation as well as learn about the latest features and best practices from PEAK DEMOCRACY.

3.2 PEAK DEMOCRACY Responsibilities:

3.2.1 Services: Provide all features and services listed in the attached Scope of Work addendum to this OPEN TOWN HALL AGREEMENT.

3.2.2 Technology: Host the software as a service on servers provisioned by PEAK DEMOCRACY.

3.2.3 Administration: Provide administrative access privileges to an unlimited number of employees of GOVERNMENT.

3.2.4 End-User Support: Provide end-users with assistance in their use of GOVERNMENT'S OPEN TOWN HALL, using email as the primary means of this assistance.

3.2.5 Administrative Support & Consultation: As directed by GOVERNMENT, provide administrative support and consulting ("CLIENT SUPPORT") via email, phone and web meetings.

3.2.6 Custom Software Development: If GOVERNMENT requests features or services ("CUSTOM SOFTWARE DEVELOPMENT") that are not included in the Scope of Work, then PEAK DEMOCRACY will provide a quote for performing CUSTOM SOFTWARE DEVELOPMENT on a time and materials basis. PEAK DEMOCRACY will provide the first six (6) hours of CUSTOM SOFTWARE DEVELOPMENT to GOVERNMENT at no charge; thereafter, additional hours will be charged at one hundred dollars (\$100) per hour. If GOVERNMENT uses less than six (6) hours of CUSTOM SOFTWARE

DEVELOPMENT, then unused hours cannot be redeemed for cash, but can be carried forward to subsequent agreement periods.

3.3 No Tracking or Advertising: PEAK DEMOCRACY will protect GOVERNMENT's efforts to broaden civic engagement without interference from political campaigns or other special interests, and accordingly PEAK DEMOCRACY will not:

3.3.1 Display any message, communication or advertisement sponsored by any third party to any user on any website, email, regular mail, browser, phone or any other device;

3.3.2 Require any user to accept messages or advertising from any third party as a condition of use in any privacy policy, terms of service or other agreement; and

3.3.3 Collect any information from any user without GOVERNMENT's prior approval. GOVERNMENT hereby authorizes PEAK DEMOCRACY to collect users':

3.3.3.1 Responses to GOVERNMENT's requests for feedback;

3.3.3.2 Contact information for determining the neighborhood of the user's residence or business, and for contacting the user under the GOVERNMENT's direction;

3.3.3.3 Demographic information as approved by GOVERNMENT; and

3.3.3.4 Browser ID (cookies) and remote IP only as necessary to support the user's interaction with OPEN TOWN HALL.

4 Miscellaneous

4.1 Extent: This OPEN TOWN HALL AGREEMENT embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, whether oral or written, between the parties relating to the subject matter hereof.

- 4.2 Scope: Nothing contained in this OPEN TOWN HALL AGREEMENT will be deemed to grant to GOVERNMENT either directly or by implication, estoppel, or otherwise any license or other rights in or to any copyrights, copyrightable material, patents, patent applications, or other proprietary interests of PEAK DEMOCRACY existing prior to the effective date of this OPEN TOWN HALL AGREEMENT or arising out of performance of this OPEN TOWN HALL AGREEMENT.
- 4.3 Independence: In performing their respective duties under this OPEN TOWN HALL AGREEMENT, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

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In witness whereof, PEAK DEMOCRACY and GOVERNMENT have executed this OPEN TOWN HALL AGREEMENT by their respective officers hereunto duly authorized, on the date and year hereinafter written:

PEAK DEMOCRACY INC

CITY OF PROVO UTAH

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____