

INCAPSULATE MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter “Agreement” is entered into this ___6th___ day of September 2022 (“Effective Date”) by and between Incapsulate, LLC (hereinafter “Incapsulate”), a Delaware Limited Liability Company with its place of business at 1620 L Street NW, Suite 300D; Washington, DC 20036 and the City of Burleson, (hereinafter “Client”) with its principal place of business located at 141 W. Renfro St.

WHEREAS, City of Burleson issued RFP 2022-011 and as a result wishes to engage Incapsulate to provide various business and information technology consulting services set forth in this Agreement and in the attached Scope or Work, in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Incapsulate agrees to provide such services for the compensation and under the terms and conditions set forth in this Agreement and in the attached Scope or Work;

WHEREAS, in return for Incapsulate’s providing the services described in this Agreement and in the attached Scope of Work, Client agrees to pay to Incapsulate the fees specified therein;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Incapsulate and Client hereby covenant and agree as follows:

1. SERVICES & SCOPE OF WORK

1.1 Services. Incapsulate agrees to perform for Client the tasks, responsibilities and services (“Services”) described on the task-specific schedules (“Statement(s) of Work” or “SOW”) to which the Parties may agree from time to time, with each such SOW to be attached hereto, and incorporated herein by reference. Services shall be provided in accordance with the terms of this Agreement, and the applicable SOW, and shall be on either a Fixed Price or Time and Materials (each defined further below), as specified in the SOW.

1.2 Statement of Work. Each SOW comprises a separate agreement for the provision of the Services described. Each SOW will be validated by the issuance of a Client purchase order (“Purchase Order”), and Incapsulate acknowledges and agrees that it shall not begin work under such SOW until such Purchase Order and the associated number has been provided to Incapsulate.

1.3 Statement of Work Amendment. If the work to be performed under a SOW needs to be changed, Client shall propose such changes via written request to Incapsulate, including any change to: (i) the description of Services to be performed; (ii) place of performance; (iii) labor categories; (iv) Resource plan; or, (v) rates as defined in the SOW. Incapsulate shall have seven (7) days to respond to such requests.

1.4 Changes to Statement of Work. In the event of a mutually agreed change to an existing SOW, the Parties shall execute a written amendment to this Agreement and the SOW reflecting the changes, including any increase in costs as a result.

2. TYPE OF STATEMENT OF WORK

Incapsulate shall deliver the Services described in the SOW in the timeframe and at the prices stated therein. The types of engagements, as defined below, for all Services shall be set forth in each SOW.

2.1 Fixed Price. Fixed Price shall mean that Incapsulate quotes a price for Services and such price is specified without qualification in the applicable SOW and such Fixed Price shall apply for the Services or deliverables to be provided regardless of the number of hours it takes Incapsulate to perform the Services and/or

provide the deliverables.

2.2 Time and Materials. Time and Materials means that Client shall pay Incapsulate for Services as determined according to the hourly rates based upon Incapsulate's project work and the skill level of the personnel resource engaged by Incapsulate to complete the work ("Statement of Rates").

3. TERM

3.1 Term. This Agreement (excluding SOWs hereunder) will commence as of the Effective Date and continue until terminated in accordance with the terms and conditions of this Agreement. Each SOW hereunder will commence on the effective date identified therein and continue for the period identified therein unless terminated earlier as set forth herein. The termination of any SOW shall not modify the term of this Agreement or any other SOW. The termination of this Agreement shall immediately terminate any and all SOWs executed hereunder.

4. INVOICES; FEES; PAYMENT

4.1 Invoice Submission. Incapsulate shall submit invoices to Client monthly, for work performed during the previous period. If appropriate, all invoices issued hereunder shall reference the Purchase Order number assigned to the applicable SOW. Incapsulate shall submit original invoices to:

City of Burleson, Texas
141 W. Renfro Street, Burleson, Texas 76028
Attn: Accounts Payable
Email invoices to: Finance@burlesontx.com

4.2 Fixed Price Invoices. For Fixed Price invoices, Incapsulate shall submit invoices to Client for payment for Services and Client shall pay any such invoices pursuant to the provisions of Sections 4.5 and 4.4 as set forth below.

4.3 Time and Materials Invoices. For Time and Material and Time and Material Subject to Fixed Ceiling invoices, Incapsulate shall provide Client with invoices detailing all fees included thereon, including: (a) the number of hours spent by Incapsulate providing the Services contemplated hereunder; (b) a description of the Services performed by Incapsulate. Client shall pay any such invoices pursuant to the provisions of Sections 4.5 of this Agreement as set forth below. Incapsulate shall invoice for Services monthly.

4.4 Services Covered. Both Parties acknowledge and agree that the charges specified in the applicable SOW are intended to compensate Incapsulate fully for all Services to be performed and/or provided by Incapsulate pursuant to the applicable SOW.

4.5 Payments - Net 30 Days After Receipt of Invoice. Client shall pay all sums owed to Incapsulate within thirty (30) days after receipt of Incapsulate's invoices for such Services.

5. TERMINATION

5.1 Default With Opportunity To Cure. Either Party may terminate this Agreement and/or any applicable SOW for any material breach that is not cured within thirty (30) days after written notice of such breach.

5.2 Default With No Opportunity To Cure. In the event either party: i) becomes insolvent; ii) makes an assignment for the benefit of its creditors; iii) has a receiver appointed to conduct its affairs; iv) admits in

writing its inability to pay its debts generally as they become due; v) institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; vi) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or, vii) ceases to conduct the active conduct of the business for a period of seven consecutive days, then such party shall be in breach of this Agreement, and the non-breaching party may terminate this Agreement and/or any SOW immediately upon providing written notice to the breaching party.

5.3. Termination for Convenience. Either Party may terminate this Agreement and/or any applicable SOW at any time upon 45 days written notice to the other Party. Upon receipt of a written notice of Termination for Convenience notice, both parties shall promptly meet and jointly develop a transition plan for the active Statements of Work. Such a plan shall be jointly approved by the executives of Client and Consultant.

5.4 Effect of Termination. In the event of termination of this Agreement or any SOW, Incapsulate shall discontinue its performance of the Services and terminate all commitments relating to it in an orderly and economic manner. Upon termination, Client shall be liable for payment to Incapsulate for all Services rendered by Incapsulate through the effective date of termination of this Agreement or the applicable SOW, in accordance with the payment provisions of this Agreement and the applicable SOW.

6. Independent Contractor

6.1 Independent Contractor. The parties to this Agreement agree that the relationship created by this Agreement is that of independent contractors. The parties agree that neither party is an employee, agent, representative, fiduciary, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Incapsulate shall be solely responsible for complying with all applicable local, state and federal laws governing the Services rendered hereunder, including but not limited to obligations such as payment of federal, state and local taxes, social security, disability, workers compensation to Incapsulate Personnel, if so required by statute or law. Neither Incapsulate nor Client shall be or become liable or bound by any representation, act or omission whatsoever of the other. It is understood and agreed that Client shall make no deductions from fees paid to Incapsulate for any federal or state taxes or FICA, and Client has no obligation to provide worker's compensation coverage for Incapsulate Personnel or to make any "overtime" payments at any rate other than the normal rate agreed to in the Purchase Order. Incapsulate shall have sole and exclusive control over its employees, agents and subcontractors that provide the Services to Client, including the sole and exclusive right to hire, transfer, suspend, layoff, recall, assign, discipline, adjust grievances of, and discharge Incapsulate employees, agents and subcontractors.

Further, Incapsulate shall have the right to appoint and replace those of its employees, agents, and subcontractors providing the Services. Incapsulate will be responsible for the performance of its agents and subcontractors to the same extent as if such performance was exclusively by employees of Incapsulate.

6.2 Incapsulate Personnel. Incapsulate, acting as an independent contractor, shall engage personnel resources whether they be Incapsulate's employees, consultants, or subcontractors to provide the Services as more specifically outlined in the SOW.

7. CONFIDENTIALITY AND NONDISCLOSURE

7.1 Confidential Information. The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge from material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, customers (including customer identification and health information), and intellectual property of the other Party that may not be accessible or known to the general public ("Confidential Information").

7.2 Non-Disclosure of Confidential Information. Each Party receiving Confidential Information (the “Receiving Party”) agrees to maintain all such Confidential Information received from the other Party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party’s option, shall destroy all such Confidential Information as the Disclosing Party may designate, provided that the Receiving Party shall be entitled to retain Confidential Information required to be retained pursuant to any law, rule, regulation, court order, or internal record retention policy to which Receiving Party is subject, and to retain any Confidential Information generated as a result of routine electronic backup. The Parties agree to maintain and handle all Confidential Information in accordance with all applicable laws and regulations.

7.3 Exclusions. The Receiving Party’s obligations under Sections 7.1 and 7.2 above shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the Receiving Party without resort to the Disclosing Party’s Confidential Information; or (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

7.4 Duration of Confidentiality. The obligations of this Confidentiality and Non-Disclosure (Section 7) of this Agreement shall remain binding on the parties until such time as the Confidential Information no longer qualifies as confidential, proprietary, or a trade secret of the Disclosing Party, or until the Disclosing Party notifies the Receiving Party that the Receiving Party may disclose such Confidential Information, whichever occurs first.

7.5 Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after termination or expiration of this Agreement for any reason, neither party will employ, solicit or induce for hire as an employee, consultant or otherwise any of the other party’s employees or contractor resources, without the other party’s written consent.

7.6 Remedies; Injunctive Relief. The Parties acknowledge that the violation of any of the provisions of Section 7 herein by a party will cause irreparable loss and significant harm to the other party, which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, in the event of a breach of any provision of this Section, the non-breaching party shall be entitled, without posting bond or other security, to seek injunctive and other equitable relief, and shall not be deemed to have waived its rights to an action for loss or damages in any court of competent jurisdiction

8. RESERVED

9. NOTICE

9.1 Notice. Any notice required or authorized to be given by either party to the other in accordance with

the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally, or sent via regular or express mails, via facsimile, or email transmission. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. This notice shall be addressed to the Parties as follows:

To Incapsulate: Incapsulate, LLC
 1620 L Street NW, Suite 300D
 Washington, DC 20036
 Attn: Controller
 operations@incapsulate.com

To Client: City of Burleson, Texas
 141 W. Renfro St.
 Burleson, Texas 76028

 Attn: Jesse Elizondo
 jelizondo@burlesontx.com
 Director of Customer Service

10. PERFORMANCE OF NECESSARY ACTS

10.1 Necessary Acts. The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

12. RESERVED

13. ENTIRE AGREEMENT

This Agreement, together with each Work Order, SOW, and/or Attachment, set forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each SOW may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. It is expressly agreed that all terms and conditions on order forms or invoices or similar documents issued by Incapsulate pursuant to this Agreement shall be null and void. In the event of any conflict between this Agreement and the terms of any SOW, the terms of this Agreement shall control.

14. WAIVER

14.1 Modifications. All amendments or modifications of this Agreement or to any SOW shall be binding upon the Parties despite any lack of consideration so long as the same shall be in writing and executed by each of the Parties hereto. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof.

14.2 No Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of the Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of the Agreement. A waiver to be valid shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

15. SEVERABILITY

In the event that any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

16. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that each has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by the Parties pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Parties of this Agreement and each agreement, document, and instrument to be executed and delivered by the Parties pursuant to this Agreement.

17. PROPRIETARY RIGHTS

17.1 Incapsulate Materials. Incapsulate shall retain ownership of its entire pre-existing works. To the extent that any pre-existing works are contained in the Services and inseparable therefrom, Incapsulate grants to Client an irrevocable, non-exclusive, worldwide, royalty-free license solely for the purpose of Customer's use of the Services and Deliverables. Incapsulate owns and will retain ownership (including all intellectual property rights) in the Incapsulate Materials, which shall be Confidential Information of Incapsulate, as set forth in Section 7.

18.0 LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

18.1 Limitation of Liability. During the term of this Agreement each Party will bear the respective costs, risks, and liabilities incurred by it as a result of its activities and obligations. Neither Party shall have any right to any reimbursement, payment, nor compensation of any kind from the other Party during the term of this Agreement for efforts related to the Project. In the event of any breach by either Party of its obligations hereunder, such Party shall be liable solely for direct damages suffered by the other Party that are caused by such breach in accordance with applicable law. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER ATTRIBUTABLE TO BREACH OF THIS AGREEMENT OR OTHERWISE AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS RESULTING FROM ALLEGED BREACH OF THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES OR LOST PROFITS ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. WITH THE EXCEPTION OF A BREACH OF CONFIDENTIALITY AND INCAPSULATE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, INCAPSULATE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT INCLUDING ALL SOWS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO INCAPSULATE DURING THE PREVIOUS TWELVE-MONTH PERIOD.

18.2 DISCLAIMER OF WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT AND ANY SOW(S) ISSUED HEREUNDER, INCAPSULATE MAKES NO WARRANTIES TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY SOW, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

19. RESERVED

20. INDEMNIFICATION

Each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all claims, losses, expenses (including reasonable attorneys’ fees), demands or judgments incurred by the Indemnified Party which result from or arise out of the performance by the Indemnifying Party of its obligations under this Agreement or any SOW.

The Indemnifying Party agrees to pay the amount of any resulting adverse final judgment (or settlement to which the Indemnified Party consents) of the Indemnified Party.

The Indemnified Party will (i) promptly notify the other in writing, specifying the nature of the action, and (ii) cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action. The Indemnifying Party shall make no settlement involving consideration, concessions, or agreements other than the payment of money and the exchange of releases without the Indemnified Party’s consent, which consent shall not be unreasonably delayed or withheld.

21. FORCE MAJEURE

Neither party shall be liable for any failure to perform, or any delay in performing, its obligations under this Agreement or any SOW (other than any obligation to make payments due and owing hereunder or under any SOW for Services performed), that arises out of, is caused by or results from an event beyond its reasonable control, including, without limitation, acts of God, acts of war, accidents, fires, floods, unusual weather conditions, strikes, labor disputes, pandemics, governmental actions and telecommunications failures. In the event that any such circumstances do arise, occur or result, the party subject thereto shall use commercially reasonable efforts to overcome such circumstances as soon as practicable.

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Incapsulate **Subscription Agreement**

This Subscription Agreement (the “**Agreement**”), is effective as of September 6, 2022 and is by and between the City of Burleson, Texas (“Client”) and Incapsulate LLC (“Incapsulate”), a Delaware limited liability company.

1. Definitions.

- A. “**Claims**” or “**Claim**” means, collectively, lawsuits, actions, complaints, claims, assertions of liability (whether oral or written), losses, damages, liabilities, awards, costs and expenses.
- B. “**Confidential Information**” is defined in section 11.B of this Agreement.
- C. “**Days**” means calendar days, not business days, unless expressly stated otherwise.
- D. “**Intellectual Property**” means all intellectual property rights without limitation including patentable inventions, copyrights, trade secrets, trademarks, service marks, certification marks, know-how, and domain name rights. Intellectual Property also includes all patents and patent applications, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.
- E. “**Party**” means one of the parties to the Agreement. “**Parties**” means both parties to the Agreement: Subscriber and Incapsulate.
- F. “**Software**” means Incapsulate’s 311 Capsules which shall operate on the Subscriber’s implementation of Salesforce in its 311 systems. Specific Capsules licensed by the Client, License term and financial terms are specified in Appendix A. The Software is installed in Client’s Salesforce environment, as Managed Packages.
- G. “**Subscriber**” means the City’s _____.
- H. “**Subscriber Data**” means all electronic data or information submitted by Subscriber as part of Subscriber’s use of the Software.
- I. “**Subscription**” means the license as purchased to use the Software.
- J. “**Subscription Term**” means the term of the Subscription purchased by Subscriber. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription is for five one year terms.. The Subscriber will be billed for the first year at the time of contract execution. Beginning with the second term and continuing through the fifth term, the Subscriber will be billed thirty days prior to the beginning of the subscription year. . Each annual subscription shall be at the cost specified in Appendix A.

2. Terms of Usage.

- A. Provision of Software. Incapsulate shall make the Software available to Subscriber pursuant to this Agreement for the duration of the Subscription Term. This Agreement is not contingent on including future functionality or features with the Software and is not entered into in reliance on any promise or representation by Incapsulate or its agents concerning any future functionality or features of the Software.
- B. License. Incapsulate grants to Subscriber a non-transferable, non-exclusive license, subject to the Terms of this Agreement, for the Subscription Term, to use the Software. Under no circumstances shall Subscriber be entitled to receive the source code to the Software, even if in case of a breach by Incapsulate. This License is

limited; no other uses of the Software are implied.

C. Limitations on License.

- (1)Subscriber may not sublicense or rent the Software to others.
- (2)Subscriber may use the Software only in connection with providing its 311-related services.
- (3)Subscriber may not use the Software to provide consulting services to third parties.
- (4)Subscriber may not decompile, reverse engineer, disassemble, transfer, distribute, resell, assign, sublicense, commercially exploit, or otherwise use the Software to create any derivative works.
- (5)Subscriber may not use any network monitoring or discovery software to determine the architecture of the Software.
- (6)Subscriber may not use any robot, spider, or other automatic software or device, or manual process to monitor or copy the Software.
- (7)Subscriber may not use any aspect of the Software to create similar software or services.
- (8)Subscriber may not interfere with or disrupt the integrity or performance of the Software.
- (9)The Parties agree that the Agreement constitutes a License, not a sale, of the Software. Any attempt by Subscriber to transfer the license in the Software, except as expressly permitted in writing by Incapsulate, shall result in immediate termination of the Subscription.

D. Violation of the License. Should Subscriber violate the License (e.g., violate any prohibition contained in section 2.E of this Agreement) and not cure that violation within the time provided herein, and should Incapsulate undertake litigation against Subscriber to protect Incapsulate's interests, Incapsulate shall be entitled to recover its reasonable attorneys' fees and costs.

3. Intellectual Property Ownership. The Software shall remain the exclusive Intellectual Property of Incapsulate. Subscriber does not acquire any ownership in the Software because of this Agreement. Subscriber acknowledges, shall not challenge, and shall not voluntarily aid any third party in challenging Incapsulate's Intellectual Property of the Software. Per the License, Subscriber can only use the Software within _____ but cannot reassign, transfer, or resell outside.

4. Use by Subscriber's Contractors. Subscriber's contractors may exercise on Subscriber's behalf Subscriber's entire license rights to the Software, provided that (i) the entire use of the Software by Subscriber's employees and contractors remains within the parameters stated in the Agreement, (ii) those contractors agree to not further disclose, transfer or allow access to the Software to third parties, (iii) such contractor usage is solely for Subscriber's purposes, and (iv) the contractors abide by the limitations in section 12.B of this Agreement ("Confidentiality"). Subscriber shall be liable for any breach of this Agreement by its contractors.

5. Subscriber Responsibilities.

A. Subscriber's Computer Environment. Subscriber is solely responsible for the quality and maintenance of the computing environment from which it will access the Software.

B. Salesforce. Subscriber is responsible for licensing Salesforce software sufficient to interface with the

Capsules and with the same number of seats as required under the License. At Subscriber’s request, Incapsulate will assist in the procurement of the appropriate Salesforce license.

C. Internet Browser Compatibility. Incapsulate shall ensure that the Software is usable with Internet browsers that are compatible with Salesforce.

D. File Conversion. Incapsulate is not responsible for converting Subscriber’s data files for use with the Software.

E. Data. Subscriber is solely responsible for the accuracy, completeness, and integrity of all data that it submits to or derives from the Software.

6. Incapsulate’s Responsibilities.

Capsule Updates. The Capsule will be updated as required to ensure compliance with Salesforce Seasonal releases. This is anticipated to entail up to three (3) Capsule releases per year, (usually Spring, Summer and Winter to align with the Salesforce Seasonal releases) but may vary according to the Salesforce Seasonal release schedule. New Capsule releases shall be made available to the Subscriber on a mutually agreed schedule. The following apply to Capsule updates:

1. Incapsulate will apply one Capsule release per year to the Subscriber’s Salesforce Org and perform any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) as part of the Annual Subscription.
2. To the extent that the the Subscriber wishes to implement more than one Capsule release per year, the Subscriber is responsible for applying the Capsule updates to the Subscriber’s Salesforce Org and performing any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) notwithstanding the existence of a separate support (i.e., Managed Services) agreement with Incapsulate
3. Incapsulate will provide defect resolution support, limited to defects within the Capsule itself, as below (See Capsule Defect Resolution)
4. Incapsulate can provide consulting, upgrade and training at additional cost on either a T&M basis (preferred) or Fixed Price basis. Such services are offered on a case-by-case basis through individual SOWs or on a recurring basis via the Incapsulate Managed Services offering (which requires a separate agreement or a Managed Services Statement of Work)

Capsule Defect Resolution. Incapsulate will provide defect resolution support for functionality of Capsules not working as designed. Defects resulting for any other issues (e.g., improper configuration of the Capsule, Subscriber custom development) are not covered under this agreement.

- Defects will be classified (and responded to) according to the following severity levels:

Severity Level (Title)	Description	Response / Resolution Approach Service Level Agreement (SLA)
<p>Level 1 (Significant)</p>	<p>Causes failure of the system resulting in the inability to perform essential, customer-focused tasks (service request intake, service request routing, and/or service request closure) and/or unrecoverable loss of critical data (e.g., service request details or critical customer</p>	<ul style="list-style-type: none"> ● Initial response with preliminary estimate and p to resolve within 4 hours (Incapsulate business days 9AM-5PM EST) of Incapsulate’s receipt of the defect. ● Daily status updates to impacted Subscribers ● Capsule Patch Release issued once an issue resolved.

	information). No workarounds exist.	
Level 2 (Moderate)	Results in reduced functionality essential for successful operations. A work around exists but its sustained use is unsatisfactory.	<ul style="list-style-type: none"> ● Initial response within 24 hours ● Depending on specific nature of the issue, either <ul style="list-style-type: none"> ○ Capsule Patch Release issued as soon as possible after issue resolved ○ Issue resolved in next scheduled (e.g., Seasonal) Capsule release
Level 3 (Minor)	Results in reduced functionality for non-critical aspects of the system. A work around exists.	<ul style="list-style-type: none"> ● Initial response within 48 hours ● Issue resolved in next scheduled (e.g., Seasonal) Capsule release

Subscribers shall be able to submit tickets electronically (via email) at anytime. Incapsulate will provide a phone number for submission of Severity Level 1 tickets between the hours of 9AM - 5PM (EST) on Incapsulate’s business days.

Incapsulate reserves the right to bill the Subscriber for time spent triaging (e.g., issue investigation, research, Subscriber consultation) tickets reported that turn out to be non-issues or turn out to be caused by factors other than the Capsule (e.g., other vendors, Salesforce platform components) according to an established Schedule of Fees. Incapsulate will whenever possible notify a client if Incapsulate identifies a pattern of issues being submitted without expected triage before initiating billing as described here.

7. Incapsulate’s Warranties and Covenants, Remedies and Disclaimer.

- A. Availability. Availability of the Software is subject to the availability of the Salesforce environment. Subscriber expressly acknowledges and understands that there will be with exceptions to Availability for commercially reasonable downtime in line with other commercial software services for business functions, including such commercially reasonable downtime due to maintenance and, for repair, or updates whether scheduled or otherwise occasional technical difficulties.
- B. Subscriber Data Security Warranty. Incapsulate shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Incapsulate shall not (i) modify Subscriber Data, (ii) disclose Subscriber Data except as compelled by law in accordance with a **“Compelled Disclosure”** (as set forth below) or as expressly permitted in writing by Subscriber or by this Agreement, or (iii) access Subscriber Data except to provide the Software or prevent or address service or technical problems, or at Subscriber’s request. (The foregoing is the **“Subscriber Data Security Warranty.”**) Nevertheless, despite the foregoing, should there occur a breach in the security of Subscriber Data (a **“Subscriber Data Security Breach”**), such as but not limited to disclosure by Incapsulate of Subscriber Data to an unauthorized third party or Incapsulate permitting an unauthorized third party to have access to Subscriber Data, then Incapsulate’s sole notice obligation shall be to give notice to Subscriber of that data security breach. It shall be Subscriber’s sole responsibility (and not Incapsulate’s responsibility) to give notice of the Subscriber Data Security Breach to any other person or party as required by applicable law or as may be prudent for legal or business reasons. Incapsulate shall have no other responsibility or liability for a Subscriber Data Security Breach than otherwise set forth herein including, but not limited to, any security breach involving or resulting from Subscriber’s use of Salesforce.
- C. Remedy for Breach: Should Incapsulate breach the Subscriber Data Security Warranty, Subscriber’s

sole remedy shall be for Incapsulate to repair the Software by restoring them to the standard of the applicable warranty.

- D. Warranty Disclaimer. Incapsulate provides only the covenants and warranties stated expressly in this Agreement. INCAPSULATE MAKES NO OTHER COVENANTS OR WARRANTIES AS TO THE SOFTWARE, AND IT DISCLAIMS EACH OF THE FOLLOWING WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW: (i) IMPLIED WARRANTY OF MERCHANTABILITY; (ii) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INCAPSULATE HAS BEEN ADVISED OF SUCH PURPOSE; (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND NON-INTERFERENCE; (iv) IMPLIED WARRANTY OF ACCURACY; AND (v) IMPLIED WARRANTY OF SYSTEM INTEGRATION. Subscriber agrees that no representations, warranties or covenants have been made regarding the Software other than those in this Agreement.
8. Audit. Incapsulate may audit the business records and computer systems of Subscriber to ascertain whether Subscriber's use of the Software has been and is within the scope of the Subscription granted to Subscriber, including but not limited to compliance with: (i) the limitation of usage to the designated Subscriber; and (ii) the confidentiality, trade secret, and non-circumvention obligations set forth in this Agreement. Incapsulate shall provide Subscriber at least 30 days' notice prior to an audit. Incapsulate may use contracted professionals to assist in the audit or to conduct it on behalf of Incapsulate, such as accountants and computer technicians. Incapsulate shall be responsible to Subscriber for ensuring that any such contracted professionals maintain the confidentiality of Subscriber's Confidential Information. Subscriber shall cooperate in any such audit by making relevant business records and computer systems available to Incapsulate and organized for review. Subscriber shall not destroy evidence of the extent of its use of the Software between the time of receipt of notice of an audit and the completion of the conduct of the audit; doing so shall create a presumption that Subscriber was willfully using the Software in excess of its license rights. Incapsulate may not audit more than once per calendar year unless a past audit by Incapsulate has demonstrated that the Subscriber was using the Software in violation the terms of this Agreement. If Incapsulate's audit does not uncover any violation of the terms of this Agreement, then each Party shall bear all of its own costs associated with the audit. If Incapsulate's audit reveals usage of the Software in violation of the terms of this Agreement, then the Subscriber shall pay to Incapsulate all of Incapsulate's out-of-pocket costs associated with the audit plus Incapsulate's then-current list-price for any unlicensed usage of the Software, i.e., the price that Incapsulate charges to a subscriber who does not presently have a Subscription to the Software and who is not entitled to any discounts. Subscriber shall pay such sums within 30 days of written notice of the audit results from Incapsulate, and Subscriber shall pay interest at a rate of 1.5 percent per month on any sum not paid within such 30 days. Should Incapsulate deem it necessary to utilize legal services to collect the sum due from Subscriber, Incapsulate shall be entitled to collect its reasonable attorneys' fees and costs from Subscriber, including both legal fees spent before and after the filing of suit. Incapsulate's rights and remedies stated in this section do not limit the other causes of action and remedies that Incapsulate may have under the Agreement or applicable law.
9. Limitation on Liability.
- A. FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, LOST PROFITS, INTERRUPTED OPERATIONS, OR LOST OR DAMAGED DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCAPSULATE'S ENTIRE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL

AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO INCAPSULATE UNDER THIS AGREEMENT.

- B. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES, AND OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY, WARRANTY, OR COVENANT FAILS IN ITS ESSENTIAL PURPOSE.
10. Marking and Usage of Data
- A. Markings. Subscriber shall not remove, obscure or alter any Intellectual Property marking, confidentiality marking, or legal notice included with or otherwise relevant to any aspect of the Software. Subscriber shall not permit others to do so.
- B. License to Use Feedback. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Software any feedback, suggestions, requests, or recommendations relating to the Software.
- C. Usage Data. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Subscriber's use of the Software.
- D. Use of Name. Subscriber expressly agrees that Incapsulate may make references to Subscriber and Subscriber's URL and may use Subscriber's name, trademark, and logo for the limited purpose of publishing it in Incapsulate's current list of subscribers. Incapsulate may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Software.
11. Term and Termination; Renewal. The Agreement will remain in effect for five years. At the 5-year mark, Burleson has the option to extend, as described in RFP 2022-011.
- A. Term. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription Term is for one year measured from the date of this Subscription Agreement.
- B. This Agreement may be terminated as follows:
- (1) by either Party, upon Notice, if the other Party is in material breach of any of its obligations and the breach is not capable of being cured;
- (2) by Subscriber providing notice of non-renewal at least 30 days prior to the end of any Subscription Term;
- (3) by Incapsulate providing notice of non-renewal at least 30 days prior to the end of any Subscription Term; and
- (4) Immediately by Incapsulate after providing Subscriber notice that it is in violation of this Agreement and Subscriber fails to cure such violation within 15 days of the date of such notice of violation.
- C. Termination. Within five days of the effective date of termination, Subscriber will certify in writing to Incapsulate that Subscriber has ceased any and all use of the Software. Should Subscriber fail to so certify within those five days after termination, Subscriber agrees that it shall be liable for a

Subscription fee in an amount of one month pro-rated to the annual fee.

- D. Termination of this Agreement shall not bar either Party from pursuing any cause of action or remedy it may have available against the other Party for breach of the Agreement.

12. General Terms.

- A. Assignment. Incapsulate may assign the Agreement to a successor to its business or purchaser of a majority of controlling interest. This Agreement may not be assigned by Subscriber.

- B. Confidentiality.

- (1) **“Confidential Information”** means, collectively: (a) the trade secrets of a Discloser; (b) information that Discloser has kept confidential; (c) information that Discloser is obligated to keep confidential to some extent by law; and (d) information that a third party has provided to Discloser under an obligation of confidentiality.

- (2) Confidential Information of Subscriber. The Subscriber Data is the Confidential Information of Subscriber.

- (3) **“Recipient”** means the Party receiving Confidential Information.

- (4) **“Discloser”** means the Party that discloses, transmits or allows access to Confidential Information to Recipient.

- (5) Marking. The Subscriber Data are Confidential Information and do not need to be marked as such to have such status. For any other information to have Confidential Information status, Discloser must mark it conspicuously as “Confidential Information” or with other words that convey the same meaning, unless federal, state or local law makes that type of information confidential (e.g., “protected health information” under HIPAA).

- (6) Exclusions from Confidential Information. Confidential Information shall not include information that: (a) constitutes general skills and experience gained under this Agreement; (b) is already known by Recipient at the time of disclosure as established through written evidence pre-dating this agreement; (c) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Recipient; (d) is required to be disclosed by governmental or judicial order; (e) is rightfully acquired by Recipient from a third party who is not in breach of an agreement to keep such information confidential; or (f) is developed by personnel of Recipient independently of, and without access or exposure to, the Confidential Information.

- (7) Confidentiality Obligation. Except as otherwise provided herein, Recipient shall not disclose Confidential Information, allow access to it or transfer it to third parties, or use it for any reasons other than performing this Agreement or exercising the license rights granted to it under this Agreement. Recipient shall make best efforts to protect the confidentiality of Confidential Information, and shall protect it at least as carefully as it protects its own sensitive confidential information. If a Recipient believes that there has been an unauthorized disclosure, access, transfer, or use of Confidential Information, it shall notify Discloser as soon as possible.

- (8) Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosure if it is compelled by law to do so, provided that the Recipient gives the Disclosure prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s cost, if the Disclosure wishes to contest the disclosure. If the Recipient is compelled by law to disclose the

Discloser's Confidential Information as part of a legal proceeding (except for litigation initiated by one Party against the other Party), the Disclosure shall reimburse the Recipient for its attorneys' fees and costs incurred and for Recipient's reasonable cost of compiling and providing secure access to such Confidential Information.

- (9) Contractors. Recipient may disclose Confidential Information to its contractors provided that such contractors adhere to rules stated in this section, and such contractors use the Confidential Information solely to perform Recipient's obligations under this Agreement. A Recipient who discloses Confidential Information to a contractor shall be liable for the contractor's handling of the Confidential Information as if the contractor were an employee of Recipient. Under no circumstances may a Recipient disclose Confidential Information to a competitor of the Disclosure.
- (10) Term of Confidentiality. The confidentiality obligations under this Agreement shall survive with respect to Confidential Information until such information is excluded from the definition of Confidential Information.
- C. Taxes. Subscriber shall be solely liable for any taxes resulting from this Agreement or any activities hereunder (exclusive of taxes on Incapsulate's gross and/or net income), even if Incapsulate does not collect the tax from the Subscriber. Any taxes for which Subscriber is liable shall not reduce the amount due to Incapsulate under this Agreement. If either Party determines that a tax will be imposed for which Subscriber is responsible under this Agreement, Incapsulate may require Subscriber to prepay the tax to Incapsulate or the taxing authority, as appropriate, before Incapsulate continues its performance under this Agreement. If Subscriber claims exemption from any taxes, at Incapsulate's request, Subscriber shall provide Incapsulate with documentation sufficient to support tax exemption. Subscriber shall indemnify, hold harmless and defend Incapsulate from any claim asserted by a taxing authority arising from or related to taxes owed (exclusive of taxes on Incapsulate's gross and/or net income) or purported tax exemptions, including all penalties and interest.
- D. Agreement Modification or Replacement. The Parties may agree to amend or replace this Agreement at any time in the future, including at the time of any renewal of Subscriber's Subscription to the Software. Any such agreement must be in writing and executed by both parties. This Agreement shall not be supplemented or modified by Subscriber's boilerplate contracting documents, including purchase orders, work orders, order acknowledgments, and shipping documents. The boilerplate terms in such documents shall have no contractual effect unless Incapsulate agrees to them expressly and in writing.
- E. Disputes.
- (1) Resolving Disputes. This Agreement and the Parties' relationship shall be governed by and construed under the laws of the State of Delaware and applicable federal law, and Delaware's choice of law rules shall not change this governing law. Any litigation between the Parties shall occur only in the state courts for the State of Delaware, or the federal courts in the U.S. District Court for the District of Delaware. Subscriber consents to such personal jurisdiction and irrevocably stipulates that, by entering into this Agreement, such courts have personal jurisdiction over the Subscriber for all claims arising from or related to this Agreement or its subject matter.
- F. Limitation on Time to Assert a Claim. Each party shall assert any claim against the other party arising from or related to the Software within two years of the accrual of the claim. A counterclaim is not barred if the claim filed by the other party is timely under this section. Otherwise, all claims not made within the time provided by this section are waived and barred.
- G. Notices. Any notice to Incapsulate shall be directed to this contact and address:

Ajay Batish
Chief Executive Officer
Incapsulate, LLC
1620 L Street – 3rd Floor, Suite D
Washington, DC 20036

abatish@incapsulate.com

Any notices to Subscriber shall be directed to this contact and address:

Attn: Jesse Elizondo
jelizondo@burlesontx.com
Director of Customer Service

Each Party may change its address by the means provided herein for giving Notice. Any Notices sent pursuant to this Agreement shall be in writing (including email), and become effective when the email is received, delivered by hand, or by FedEx or similar commercial carrier.

- H. Force Majeure. Incapsulate shall not be liable for any failure or delay caused by events beyond Incapsulate's reasonable control including, without limitation, Subscriber's failure to perform its obligations in a timely fashion. Should Incapsulate be delayed from performing its obligations because of an event beyond its reasonable control, Incapsulate may and shall resume performance when the obstacle to performance is removed. Subscriber expressly agrees that any act or omission on the part of Salesforce which disrupts the Software shall fall under terms of this subsection.
- I. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement will remain in effect.
- J. Headings. The headings in this Agreement shall not be considered in interpreting this Agreement.
- K. Waiver. No waiver, by either party, of any breach by the other party of any of the terms of this Agreement, shall be a waiver of any other breach of the same or other provisions; no such waiver shall be effective unless in a writing signed by the waiving party.
- L. Drafter. This Agreement shall not be interpreted based upon any rule of construction against the drafter.
- M. Authorized Signer. Each person signing this Agreement represents and covenants that he or she has the authority to do so on behalf of the entity on whose behalf that person purports to be acting.
- N. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect post-termination.

Statement of Work for the City of Burleson TX - Customer Relationship Management
(CRM) Solution

Submitted to:



Submitted by:

incapsulate

Submitted: July 31, 2022

Contact: Dilshad Albert | dalbert@incapsulate.com

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1.0 Overview

The purpose of this Statement of Work (SOW) is to provide an overview of scope, architecture, project timeline, approach and costs to implement the City of Burleson 311/CRM System.

The CRM Solution would be built on Salesforce Service Cloud and the Incapsulate 311 Capsule. This provides a unique package of specific 311/CRM tools, implemented to support the Burleson CRM implementation.

This will be a 21 week Firm Fixed Price Project that will begin after the Purchase Order from the City is received by Incapsulate. The overall purpose of this project is to provide and implement an enterprise-wide, 311/CRM solution for the City using the Salesforce Service Cloud and the Incapsulate 311 Capsule.

2.1 Scope

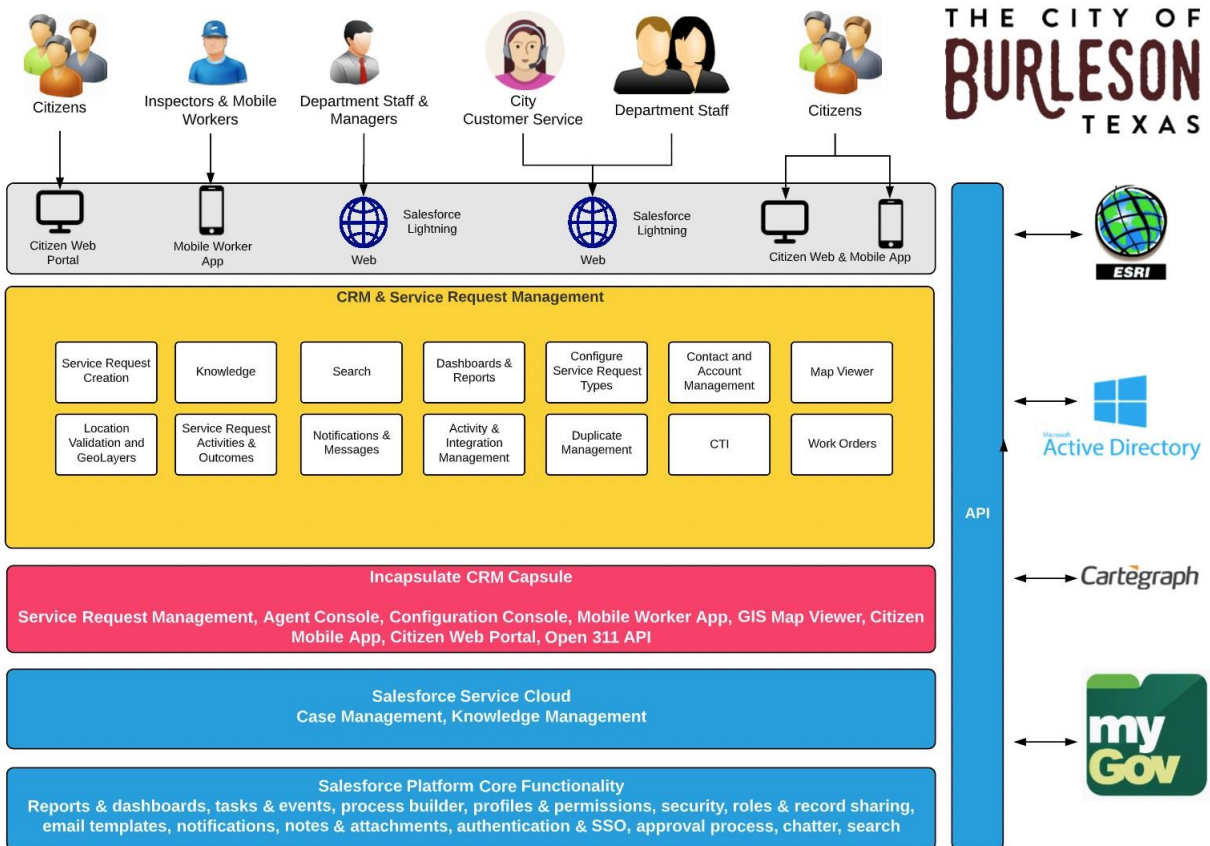
Following is the Scope of this project

- Deploy the following 311 Capsule components AS IS
 - Internal 311 Agent Console
 - Public 311 Web Portal
 - Public 311 Mobile App
 - Internal Mobile Worker App
- Configure up to 50 Service Request Types (SRs) across City departments
 - Incapsulate will configure up to 25 SR types
 - Incapsulate will train the City to configure the remaining SR types
 - City will configure remaining SRs
 - Incapsulate will provide up to 50 hours of consulting services to assist city with remaining SRs
- Configure up to 25 Knowledge Base articles leveraging City content.
 - Incapsulate will train the City to create and manage additional Knowledge Base articles
- Implementation of up to 5 dashboards and each dashboard can have up to 5 widgets (reports)
- Enable Omnichannel Live Chat
- Incapsulate Mobile Worker App will be deployed (up to 30 internal users)
 - Requires one dedicated ServiceCloud license
- Enable Capsule ESRI Integration AS IS
- Enable Out of the Box Salesforce Single Sign On (SSO)
- Up to 150 hours of integration Consulting Services
 - Cartegraph
 - myGov
 - City Telephony System
- Administration training of up to 3 users will be provided (typically 3-5 sessions of 4 hours each for a total of upto 20 hours) to the City's designated super users and administrators on CRM SR Configuration, Reporting, User Administration, and Knowledge Administration. Prior Salesforce Admin knowledge is highly recommended for users identified to be part of this training.

- Delivery of Train-the-Trainer sessions for a total of up to 10 hours to train up to 4 City staff who will then train end-users.

3.1 Architecture

The diagram below defines the overall System Architecture. Incapsulate will leverage Salesforce Out of the Box CRM Features and ASIS Incapsulate 311 Capsule Features to provide the City of Burleson TX an enterprise 311/CRM System



Following are the key features that will be delivered as part of this implementation

- Internal Users
 - Agent Console
 - Mobile Worker App
 - OmniChannel - Live Chat
 - Enable SSO using Active Directory
- Public Facing
 - Web Portal with Live Chat
 - Mobile App
- Knowledge Base Configuration
- Service Request Configuration
- Integration with ESRI

- Enable Open311 and Salesforce APIs for integration with
 - Cartegraph
 - myGov
 - City Telephony System
- Reports and Dashboard Configuration

4.0 Timeline

The diagram below provides a visual of the 21 week implementation plan



4.1 Delivery Tasks & Responsibilities

Below is a list of tasks and activities in more detail. This schedule will be finalized in consultation with the City post-contract signing. Overall, we are proposing a project plan to implement CRM functionality for the Go Live and training of City staff in 21 weeks.

Type	TASK/ACTIVITY	RESPONSIBLE
Kickoff & Install	Provide all Salesforce Licenses at Kickoff	City
	Install CRM Capsule	Incapsulate
	Configure User Profiles and Roles	Incapsulate
Discovery, Align & Configure up to 25 SRs	Discovery & Alignment Sessions	Incapsulate / City
	Coach City on using SR Workbook/Template	Incapsulate / City
	Populate SR Workbooks/Templates	City

Type	TASK/ACTIVITY	RESPONSIBLE
	Configure up to 25 SRs	Incapsulate
	Up to 5 dashboards and each dashboard can have up to 5 widgets (reports)	Incapsulate
Enable ESRI and SSO	Provide Required Technical, SME and Security Access	City
	Provide publicly accessible composite Layer and Location end points for ESRI	City
	Configure Capsule/ESRI Connector	Incapsulate
	Enable Out of the Box Salesforce Single Sign On	Incapsulate
Enable Knowledge Base (KB)	Configure KB	Incapsulate
	Enable KB on Agent Console, Pubic Web Portal and Public Mobile App	Incapsulate
	Train City on managing (Add, Update, Delete) KB articles	Incapsulate / City
	Upload up to 25 KB articles	Incapsulate
City to configure remaining SR Types	Up to 50 hours of consulting services to assist city with additional SR Config	Incapsulate
	Configure remaining SRs	City
Integrate with Cartegraph & myGov	Up to 150 hours of Integration Consulting Services	Incapsulate
	Work with Cartegraph and myGov vendors to connect their systems to Salesforce using Open 311 and Salesforce APIs	City
Review & Train	Assist with User Acceptance and provide Admin Training	Incapsulate
	Conduct User Acceptance	City
	Provide Train the Trainer Training	Incapsulate
	Conduct End User Training	City
Deploy & Go Live	Deployment & Go-Live	Incapsulate
Project Management	Manage Project day to day activities	Incapsulate
	Conduct Weekly, Monthly and Quarterly Status and Executive/Stakeholder Meetings	Incapsulate
Business Process Re-Engineering	Work with Business Units to align processes to Salesforce & Capsule Approach	City
Organizational Change Management	Work with Business Units to Manage Organizational Change	City

4.2 Implementation Key Activities

Incapsulate will configure up to 25 service request types selected by the City. Details regarding these activities and associated outcomes/deliverables are in the table below.

Activity	Description	Outcome/Deliverable
Install 311 CRM Capsule	<p>Incapsulate installs the 311 CRM Capsule after Salesforce provisions the cloud CRM environments and Incapsulate will work with the City System Administrators to facilitate knowledge transfer and training.</p> <p>Key Assumptions (if applicable)</p> <ul style="list-style-type: none"> All necessary Salesforce licenses available at project start 	<ul style="list-style-type: none"> 311 CRM solution ready for use and configuration
Discovery & Alignment Sessions	<p>Incapsulate works with the City to refine the implementation schedule, identify key stakeholders and points of contact, and finalize key functional and technical objectives.</p> <p>The team then jointly identifies CRM SR types and KB Articles for initial focus of the project and works to align requirements with Capsule functionality. Also, at this point, the project plan will be finalized based on joint review with the City.</p> <p>Key Assumptions</p> <ul style="list-style-type: none"> City makes available key stakeholders and domain subject matter experts throughout the discovery & alignment process 	<ul style="list-style-type: none"> Project Plan RTM for City
Populate Service Request (SR) Type workbook and templates	<p>The City populates Capsule Configuration Service Request templates based on required Case/Service Request types, and captures intake questions and business rules (e.g., workflow, escalation.)</p> <p>Key Assumptions</p> <ul style="list-style-type: none"> The City populates Capsule Configuration Service Request templates Incapsulate provides review and validation prior to loading templates Up to 25 CRM Service Request types will be configured by Incapsulate 	<ul style="list-style-type: none"> Populated SR Configuration Templates (City) SR Configuration Tracking
Configure Service Request Types	<p>Based on templates as populated by the City, Incapsulate configures Service Requests into the Capsule. This is done in an Agile manner, with incremental batches of Service Requests being loaded and reviewed on an ongoing basis. Any lessons learned in configuring the initial Service Requests will be incorporated into subsequent efforts.</p> <p>Key Assumptions</p> <ul style="list-style-type: none"> The City provides all required service request and project content, including reference Knowledge base information Up to 25 KB articles will be authored by Incapsulate with the City 	<ul style="list-style-type: none"> 25 Fully Configured SRs in CRM 25 Authored articles in KB
Configure Integrations for GIS Services and Single Sign On	<p>The City provides publicly accessible composite layer and location end points to support the ESRI GIS integration for integration for CRM. Incapsulate subsequently integrates location and mapping services into CRM Capsule.</p> <p>Key Assumptions</p> <ul style="list-style-type: none"> City makes available ESRI GIS services (ArcGIS version 10.x or higher) City to setup and provide publicly accessible composite layer and location end points. City responsible for resolving related security and access issues City push/pull of City systems data using Salesforce and Incapsulate provided APIs (e.g., Open311 API, Bulk API) 	<ul style="list-style-type: none"> City ESRI GIS integration with CRM Location validation services established Single Sign On enabled

Activity	Description	Outcome/Deliverable
	<ul style="list-style-type: none"> • City has (or obtains) all necessary 3rd-party licenses 	
Configure Reports and Dashboards	<p>Incapsulate will review out-of-the box CRM reports and dashboards with the City Team will review edits and options on CRM reports Team will determine dashboard contents Key Assumptions</p> <ul style="list-style-type: none"> • Incapsulate will develop up to 5 dashboards and each dashboard can have up to 5 widgets (reports) 	<ul style="list-style-type: none"> • Reports are enabled in CRM • City Dashboards enabled in CRM
Configure User Profiles and Roles	<p>Incapsulate team configures user profiles and roles based on identification and classification of City Department users by the City. Key Assumptions</p> <ul style="list-style-type: none"> • City will provide Incapsulate with user roles and privileges information 	<ul style="list-style-type: none"> • City user profiles loaded • City CRM roles assigned to users
Systems Administrator Training	<p>City identifies CRM administrators. Incapsulate trains CRM administrators on Capsule and Salesforce admin topics. Incapsulate will provide up to 20 hours (typically 3-5 sessions of 2-4 hours each). Training will be delivered completely remote. Further details on training are provided below. Key Assumptions</p> <ul style="list-style-type: none"> • Up to 20 hours of admin training sessions provided • Identified CRM Administrators have Salesforce Admin Knowledge • Up to 2 Admin Users to be trained • Training videos to be provided as training material 	<ul style="list-style-type: none"> • City CRM administrators and super-users trained
Train the Trainer	<p>City identifies CRM Trainers who would be responsible for delivering End User Training. Incapsulate trains CRM Trainers on System use and navigation based on user role. Incapsulate will provide up to 10 hours (typically 1-3 sessions of 2-4 hours each). Training will be delivered completely remote. Further details on training are provided below. Key Assumptions</p> <ul style="list-style-type: none"> • Up to 10 hours of Train the Trainer sessions provided • Up to 2 CRM Trainers • Training videos are provided as the training material 	<ul style="list-style-type: none"> • City CRM Trainers trained to lead End User Training
User Acceptance	<p>The City identifies UAT testers who would work with appropriate City SMEs to create test cases needed to support the UAT and System Acceptance . Key Assumptions</p> <ul style="list-style-type: none"> • Incapsulate will remotely support testing by City team as needed • City will complete UAT within the agreed upon timelines 	<ul style="list-style-type: none"> • City accepts CRM is configured properly for City processes
Staging and Production Deployment (Go Live)	<ul style="list-style-type: none"> • Incapsulate will ready the production environment • Incapsulate & City will implement the Go Live and Deployment plan according to schedule • Incapsulate will support Go Live onsite with City team 	<ul style="list-style-type: none"> • CRM Production environment is ready • GoLive date scheduled • Support and Maintenance plan enabled

5.0 Cost

This is a Firm Fixed Price Project. The sections below provide a breakdown of the cost for this project

5.1 Cost Summary

Following is the breakdown of the One Time Professional Services and the Annual Recurring Subscription Cost

	Escalation		3.50%	3.50%	3.50%	3.50%	
Category	Type	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
One-Time	Incapsulate Professional Services	\$240,030.74	\$0.00	\$0.00	\$0.00	\$0.00	\$240,030.74
	Travel Cost	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
One-Time Subtotal		\$265,030.74	\$0.00	\$0.00	\$0.00	\$0.00	\$265,030.74
Annual Recurring	Salesforce Licenses	\$52,029.98	\$52,029.98	\$52,029.98	\$52,029.98	\$52,029.98	\$260,149.90
	Capsule License	\$40,000.00	\$41,400.00	\$42,849.00	\$44,348.72	\$45,900.92	\$214,498.64
	Discretionary Managed Services (50 hours per year)	\$5,000.00	\$5,175.00	\$5,356.13	\$5,543.59	\$5,737.62	\$26,812.33
Annual Recurring Subtotal		\$97,029.98	\$98,604.98	\$100,235.11	\$101,922.28	\$103,668.52	\$501,460.86
Grand Total (One-Time + Annual Recurring)		\$362,060.72	\$98,604.98	\$100,235.11	\$101,922.28	\$103,668.52	\$766,491.60

5.2 Payment Schedule

The table below provides a deliverable based payment schedule with Net 30 Payment Terms

Category	Type	Invoice Date	Amount	Deliverable
One-Time	Incapsulate Professional Services	Kickoff	\$80,030.74	PO Issued and Project Kickoff Scheduled
		Month 1	\$35,000.00	Capsule Installed
		Month 2	\$35,000.00	RTM Completed

Category	Type	Invoice Date	Amount	Deliverable
		Month 3	\$35,000.00	ESRI Connector Configured
		Month 4	\$20,000.00	SSO and User Profiles Configured
		Month 5	\$20,000.00	Training Started
		Month 6	\$15,000.00	Go Live Ready
	Travel Cost	Kickoff	\$25,000.00	PO Issued and Project Kickoff Scheduled
Annual Recurring	Salesforce Licenses	Kickoff	\$52,029.98	PO Issued and Project Kickoff Scheduled
	Capsule License	Kickoff	\$40,000.00	
	Discretionary Managed Services (50 hours per year)	Go Live	\$5,000.00	System in Production
Grand Total (One-Time + Annual Recurring)			\$362,060.72	

6.1 Assumptions

The following assumptions apply to this response.

- This plan assumes implementation and configuration of out of the box 311 capsule features without any customization in a new Salesforce ORG
- All Incapsulate implementation services and support will be conducted remotely by a blended team - 25% onshore and 75% offshore.
- The plan assumes 2 non-production sandboxes to be spun up. Implementation will follow the standard route. Dev > QA > Production.
- Incapsulate will configure up to
 - 25 SR types
 - 25 Knowledge Articles
 - 5 dashboards and each dashboard can have up to 5 widgets (reports)
- The City will configure up to 25 SR Types
 - Incapsulate has allocated up to 50 consulting hours to assist the City admins in the configuration of the additional 25 SR types
- Reporting - Standard Salesforce out of the box Reporting Capabilities.
 - Integration with Tableau or any other reporting system is out of scope
- Office 365 SSO Configuration is in scope for Salesforce Login.
 - SSO for community users (Public web portal and Public Mobile App) is out of scope
 - SSO for Mobile Worker App is out of scope
- The City will be trained for basic configuration management of the Service Request types using the Incapsulate-provided admin configuration training. Incapsulate can provide additional Service

Request configuration support to the City as needed using the Change Request process for fixed price or time and materials estimates of work after the pilot.

- The City will provide timely access to City SMEs and third party vendors who may be needed for SR type or integration consulting.
- Data migration is out of scope
- CTI/Setting up softphone Integration is out of scope.
- SMS, Voice, Text and Push Notifications are out of scope.
- Incapsulate is providing up to 150 hours of Integrations consulting services. These have to be consumed prior to Go-Live and will not roll over.
 - City will leverage existing Open 311 and Salesforce APIs to integrate Cartegraph and myGov to Salesforce
 - City will leverage the Cartegraph and myGov vendors to connect with Salesforce APIs
 - Building new or modify existing APIs is out of scope
- Custom printing support is out of scope. Print formats are limited to Salesforce's default print capabilities.
 - Creating custom print views, schedule print jobs or batch printing is not included in this quote.
- The GIS integration will be done as part of the CRM project, the City will provide the following for ESRI/ARC GIS integration at kickoff:
 - ARC GIS version will be 10.X or higher
 - All service should be either be publicly accessible or authenticated
 - There must be one Composite Locator & Layer Service containing the necessary layer and locator endpoints.
 - All services must be https using TLS 1.1 or higher
 - All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate
 - GIS integration is already built into the CRM Capsule cost so there is no additional implementation costs for ESRI integration
- 311 Capsule, Mobile Worker App, Agent Console, Public Web Portal and Public Mobile App will be delivered AS IS. Customizations to any of these items is not in scope
- Incapsulate will implement Public Facing Mobile Application and Mobile Worker App in iOS and Android versions only
- Knowledge is being provided for this project and up to 25 articles will be authored jointly with the City.
- Incapsulate will configure upto 3 user profiles.
- User Acceptance Testing (UAT) requires the involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- Fees for Incapsulate services will be invoiced, with a Net 30 days payment terms. An invoicing schedule will be developed upon award.
- City will supply all required Salesforce licenses at Project Kickoff. Delays in procuring licenses may require a change request process
- Incapsulate is providing its CRM Capsule as described in this proposal as is. Customization of the Capsule is not permitted. All Capsule features, as developed to support a broad range of CRM functionality, will be provided as is. The Capsule pricing includes basic managed services support by the Incapsulate Customer Success team. After the 1-year CRM Capsule support period, the CRM Capsule managed services support pricing will escalate by 3.5% Year-over-Year.
- Incapsulate's Capsules and derivatives shall remain the Intellectual property of Incapsulate. Incapsulate shall provide a non-exclusive and non-transferable agreement for the use of software to the City for use by the City.

- The City shall have no right to sublicense, assign, transfer, or disclose to any third party any portion of the Work Product or any of Incapsulate’s Intellectual Property Rights, except as is necessary for the City to use the Work Product. By way of example only, the City shall not allow any other entity—such as a contractor or the public (or any member thereof)—to have access to any source code related to the Work Product. To that end, the City shall use commercially reasonable efforts to protect against any inadvertent disclosure of the source code or Incapsulate’s Intellectual Property.
- The City agrees that it shall not attempt to exploit any element of the Work Product or related Intellectual Property Rights except as expressly authorized by Incapsulate.
- Upon contract signing, Incapsulate and the City shall enter into a Capsule Subscription Agreement to reflect these terms and conditions. CRM Capsule Subscription Agreement must be signed before the Capsule is deployed to production.
- Capsule Bug Fix and One 311 Capsule Update per year (Aligned w/Salesforce Releases) included in the 311 Capsule subscription
 - Enhancement to capsule can be addressed using the Change Request Process
- All Salesforce general, feature, and license limits apply. For more details please see: https://help.salesforce.com/articleView?id=limits_general_parent.htm&ttype=0
- Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
- Salesforce is 100% cloud based and is compatible with n-1 browser versions. Please see link for details: https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&ttype=5
- All training will be conducted remotely via Zoom (or equivalent video-conferencing tool).
- Incapsulate will provide up to 20 hours (typically 3-5 sessions of 2-4 hours each) for CRM administration on the CRM Capsule and Salesforce admin topics. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
- We recommend that the City CRM System Administrators and/or Service Request configuration team need to have working knowledge of Salesforce or will work to establish competency in time to participate in training and SR configuration. Following are some examples of free self paced training
 - Salesforce Admin Beginner - https://trailhead.salesforce.com/en/trails/force_com_admin_beginner
 - Salesforce Workflow Process Builder - <https://trailhead.salesforce.com/en/projects/quickstart-process-builder>
 - All City staff participating in this training are assumed (at minimum) to have taken Salesforce Administrator training online using the Trailhead courses identified by Incapsulate.
- Incapsulate will provide City Administrations with the Capsule Service Request Configuration guide post Go-Live. A broad range of additional documentation regarding core Salesforce capabilities and administration is available directly through Salesforce at no additional charge.
- Incapsulate will provide upto 10 hours of train-the-trainer sessions. This will be through 1-3 sessions of 2-3 hours each for a maximum of 5 trainers. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
- City responsible for resolving related security and access issues.
- City has (or obtains) all necessary 3rd-party licenses.
- City will provide Incapsulate with user roles and privileges information.
- Upon award we will work with the City to finalize the proposed project schedule.
- The City will offer support to the Incapsulate team in accordance with the mutually agreed upon project plan. Delays caused by the City’s team will be managed through a formal Change Management process.
- It is assumed that the City will resolve all issues within 5 business days. Delays may result in the change request process

- User Acceptance Testing (UAT) requires involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- The City will purchase all Salesforce licenses directly from Carahsoft. License term for all Salesforce licenses is one year.
- Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
- City will assign a Product Owner for the duration of the project. The Product Owner will have decision making authority.
- City will assign resources to provide business requirements at kickoff of the project. Delays in this process will result in schedule slippage and possible change requests.
- Integrating social media accounts is not in scope
- Implementing Chatbot is not in scope
- Web browser compatibility for Salesforce is limited to N-1 versions
- ADA Compliance not in scope
- Licenses have been provided for up to 55 City users and Incapsulate project/support users using a combined approach described in our pricing proposal:
 - **13 Desktop Licenses** - for City users who would need to run Agent Console, Department Console, Reports, Configuration, and System Administration consoles on a desktop workstation. This license is priced per named user and includes the Salesforce Lightning Service Cloud and 311 Capsule license. 22 City staff will be covered, with one Service Cloud license will be reserved for the Incapsulate support team and two licenses will be reserved for the Mobile Worker App assignment.
 - **30 Mobile Worker App Licenses** – for City users who would need to monitor their assignments to work service request cases, complete activities, and closeout cases, and who would need occasional access to create new service request cases. This license is based on ranges of users and provides wide flexibility to offer low-cost access to the system for most all City users using their connected iOS or Android mobile device. If the city desires additional mobile worker app licenses, Incapsulate will work with the City to provide a 311 Capsule Managed Services basic support cost to provide additional mobile worker app licenses.
 - **1 Knowledge Administrator License** - for City users who would need to author and publish knowledge base articles.
 - **12 Digital Engagement Licenses** - for City users who would need to interact with citizens using Live chat
- Offline mobile capabilities are not supported in the current version of the 311 Capsule.
- We are going to use Prodlly as an SR migration tool between non-production and production orgs.
- Multi Language implementation is not in scope
- If the City needs fewer hours than specified for integration support and/or configuration of the 25 SRs where the City Admins are leading the configuration work, the City can use the CR process to request a reallocation of the hours to another project activity.
 - If tasks require more time, Incapsulate will work with the city to make the necessary adjustments using the CR process
- Managed Services will be provided by a blended team (75% offshore and 25% onshore) at a blended rate of \$100/hour for the initial year. See cost summary for details. .

7.0 Change Request Process

Incapsulate's Change Request Process can be utilized for any additional work after the original CRM project configuration is complete or for other tasks that may need to be added to the project like new service request configuration for additional use cases. It requires a written Change Request prepared by the City. Once received, Incapsulate will evaluate and provide a written cost and schedule statement to the City within five (5) business days. If the City approves the cost and schedule it will provide written notification to Incapsulate. The Change Request must be mutually agreed by the Parties and signed by authorized representatives from both Parties to authorize implementation of the changes. Until the Change Request is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Project SOW. Any changes to the Statement of Work shall be subject to mutual written agreement by both parties. Incapsulate shall not implement any changes without written approval of the City's authorized representative.

7.1 Sample Change Request Form

Change Request Form

SOW #		Change Request #	
Project Name		Date Submitted	
Requested By		Date Reply Due	

Description of Change:

<Describe the change>

Reason for the Change:

<Describe reasons for the change>

Scope and Assumptions:

<Describe additional scope of work, assumptions>

Financials:

<Describe financial impact, changes to milestones, payment changes>.

Approvals:

This change has been (check one option):

Approved

Rejected

Deferred

Other _____

Comments:

IN WITNESS WHEREOF, each of the parties has caused this Change Request to be executed and delivered by its duly authorized officers as of the day and year written below.

City of Burleson TX

Incapsulate LLC

Name, Title

Name, Title

Date

Date

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Incapsulate
 1620 L Street NW 3rd Floor Suite D
 Washington, DC 20036

FOR: Justin Scharnhorst
 Director of Human Resources
 City of Burleson
 141 W Renfro St
 Burleson, TX 76028

FROM: Annie Tinsley
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL:
PHONE:

EMAIL: jscharnhorst@burlesontx.com
PHONE: (817) 426-9646

EMAIL: Annie.Tinsley@Carahsoft.com
PHONE: (571) 662-3361
FAX:

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approve a Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AME X
 Credit Card Fees May Apply
 Sales Tax May Apply

QUOTE NO: 34167899
QUOTE DATE: 05/31/2022
QUOTE EXPIRES: 09/16/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$52,029.98

TOTAL QUOTE: \$52,029.98

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0092	Service Cloud Enterprise Edition Salesforce.com, Inc. - 121-0092 Start Date: 09/09/2022 End Date: 09/08/2023	\$1,680.64 OM	13	\$21,848.32
2	121-0094	Knowledge Salesforce.com, Inc. - 121-0094 Start Date: 09/09/2022 End Date: 09/08/2023	\$840.32 OM	1	\$840.32
3	121-0114	Digital Engagement Enterprise Edition Salesforce.com, Inc. - 121-0114 Start Date: 09/09/2022 End Date: 09/08/2023	\$840.32 OM	12	\$10,083.84
4	121-0225	Heroku - 1 Dyno Unit (Per Month) Salesforce.com, Inc. - 121-0225 Start Date: 09/09/2022 End Date: 09/08/2023	\$504.19 OM	3	\$1,512.57
5	121-0335	Premier Success Plan 30% Net Price Salesforce.com, Inc. - 121-0335 Start Date: 09/09/2022 End Date: 09/08/2023	\$10,251.94 OM	1	\$10,251.94
6	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 09/09/2022 End Date: 09/08/2023	\$5,251.99 OM	1	\$5,251.99
7	121-0130	Customer Community - Logins Enterprise Edition (Per Month) Salesforce.com, Inc. - 121-0130 Start Date: 09/09/2022 End Date: 09/08/2023	\$22.41 OM	100	\$2,241.00
SUBTOTAL:					\$52,029.98

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
				TOTAL PRICE:		\$52,029.98
				TOTAL QUOTE:		\$52,029.98

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

carahsoft.



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
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Customer must reference Carahsoft Q#34167899 on Purchase Order

--Quote Special Terms--

Only Services on this Order Form that are identified by SKU in the Government Cloud Plus Products list available at <https://www.salesforce.com/company/legal/agreements/>, as updated from time to time, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article available at <https://help.salesforce.com/articleView?id=000321821&type=1&mode=1> ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Plus Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide available at <https://publicsector-compliance-us.my.salesforce.com/> to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that interoperate with the Customer's Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Plus Org.

--Product Special Terms--

Digital Engagement

Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Messaging Services or Customer Data sent via the Messaging Services. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Each Messaging subscription entitles Customer to: (i) 25 conversations per month, aggregated over the Order Term; and (ii) 1000 Triggered & Bulk Messages for use in one Salesforce instance during the Order Term. Notwithstanding anything to the contrary in the Agreement, a detailed description of conversations and how they may be used can be found at: <https://sfdc.co/bLIXEm> including the corresponding multipliers by region, which are subject to change upwards or downwards over time. In order to set up message types, including enablement of phone number(s) and over the top ("OTT") messaging identities (example: Facebook Messenger), as applicable, and to complete message type set up, Customer shall follow the set up instructions in Help at https://help.salesforce.com/articleView?id=live_message_setup_flow.htm&type=5. To complete SMS message type set up, Customer shall follow the Messaging Set Up Instructions located at: <http://www.salesforce.com/assets/pdf/misc/livemessage-set-up.pdf>. For Customers located in the U.S. only: (i) Salesforce is entering into this Order Form on behalf of Salesforce Communications LLC; and (ii) the rates payable by Customer for Messaging are inclusive of all amounts that Salesforce must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of Salesforce providing Messaging other than U.S. sales taxes that Salesforce determines are required to be collected from Customer.

Government Cloud Plus

The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>); and (ii) amends and supplements the Premier Success Plan (available at <https://sfdc.co/bDsV6q>) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce. Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

Heroku - 1 Dyno

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier Support is going end of life. The following terms shall apply: <http://www.carahsoft.com/government-cloud-terms>. A list of current Gov/9/2022 available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

QUOTE NO: 34167899

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: Incapsulate

Vendor Address: 1620 L Street NW, 3rd Floor, Suite D, Washington DC 20036

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make

payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
8. Force Majeure. Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
9. Entire Agreement. This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
10. Savings Clause. If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

11. Conflicts Of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

12. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Contractor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

15. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.

16. **Conflict**. **In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.**

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

For the Vendor:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____