

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9007

DATE 4-2-20

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SMS PUSH NOTIFICATION BETWEEN CITY OF WILLIAMSPORT AND CITIBOT

WHEREAS, the City provides governmental information to the public, and,

WHEREAS, the City desires to provide updates via sms push notifications to the public;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that attached Subscription Agreement for sms push notifications is approved, and,

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved

James M. Frende
City Clerk

Randall Allerson Jr
President

CITIBOT, INC
SUBSCRIPTION AGREEMENT
SMS PUSH NOTIFICATION

Effective Date: March 27, 2020

Subscriber: Williamsport, PA

This Agreement, together with any other exhibits (including any schedules or attachments) attached hereto and incorporated herein by reference constitute the entire subscription agreement by and between Citibot and the above-named Subscriber and are hereinafter collectively referred to as the "**Subscription Agreement**."

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service or Privacy Policy, as applicable.

"**Service**" collectively refers to the Citibot SMS interactive chatbot and SMS Push Notification platform, its software and/ or services made available to Subscriber. This service enables SUBSCRIBER to have residents "opt-in" to a text message ("SMS") based notification system whereby the SUBSCRIBER can notify targeted residents when appropriate, like in the COVID-19 use case.

"**Content**" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by Subscriber or any Authorized User is referred to as "**User Content**," and all other Content of the Service is referred to as "**Citibot Content**."

"**Subscription**" refers to the right granted by Citibot to Subscriber to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"**Authorized User**" refers to each employee of Subscriber, residents of SUBSCRIBER, agents and/ or contractor of Subscriber authorized to access and use the Service and the Content.

2. **Term; Termination.**

a. **Term; Termination.** The initial term of the Subscription Agreement is one year and shall commence on the Effective Date (as set forth above) and continue in effect for one year. Subscriber can cancel at any time and not be obligated for any additional monthly payments the ensuing months post cancellation.

b. **Effect of Termination.** Upon the termination of the Subscription Agreement, the Subscription and all rights granted to Subscriber and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** Subscriber is responsible for payment of the Subscription Fee as described in in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice.

Year 1

1. Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training, and implementation = FREE.

- o Months 1 through 2: This Push SMS Product is FREE up to 10,000 Messages. A "Message" is defined a communication that is sent to a recipient. For example, is a Subscriber sends a SMS communication to 5,000 recipients, then that is 5,000 messages.
- o Each additional unit of 10,000 messages per month costs \$100 per unit of 10,000 messages. This \$100 cost is incurred when 1 message over the subsequent 10,000 (ten-thousandth) message is sent. For example, when the Subscriber sends out the 10,001 message, then an additional \$100 cost will be incurred.
- o Months 3 through 12: \$295/month for 10,000 messages. A "Message" is defined a communication that is sent to a recipient. For example, is a Subscriber sends a SMS communication to 5,000 recipients, then that is 5,000 messages.
- o Each additional unit of 10,000 messages per month (above 10,000 messages) costs \$100 per unit of 10,000 messages. This \$100 cost is incurred when 1 message over the subsequent 10,000 (ten-thousandth) message is sent. For example, when the Subscriber sends out the 10,001 message, then an additional \$100 cost will be incurred.

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder. Note: Citibot uses a vendor, Twilio, Inc., for the acquisition of SMS numbers for this Service. If, for any reason that Twilio or its contracted parties change their position that no longer make it feasible for Citibot to offer this Service for free, then Citibot will have the right to terminate this Agreement.

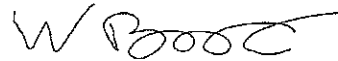
5. **Insurance.** Each party warrants to the other party that it maintains Cyber Liability insurance with a minimum limit of \$1,000,000 per claim and aggregate.

6. **Independent Contractor.** Citibot is an Independent Contractor to Subscriber. Thus, none of Citibot's employees shall be deemed employees of Subscriber.

7. **Venue/Jurisdiction.** This Agreement is governed by the laws of Pennsylvania.

City of Williamsport, PA

Citibot, Inc.



Print Name: _____

Print Name: W. Bratton Riley

Title: _____

Title: CEO

Date: _____

Date: March 27, 2020