# VILLAGE OF DOWNERS GROVE
**Report for the Village**
**6/2/2020**

| SUBJECT: | SUBMITTED BY: |
|---|---|
| 2020 G Suite Renewal | Dave Kenny<br>Director, Information Technology |

## SYNOPSIS

A resolution has been prepared authorizing execution of a 12-month license agreement renewal with SADA Systems, Inc. of North Hollywood, CA, for use of G Suite (formerly Google Apps) in the amount of $34,920.00.

## STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Continual Innovation.*

## FISCAL IMPACT

The FY20 budget provides $39,000.00 in the General Fund for this renewal.

## RECOMMENDATION

Approval on the June 2, 2020 Consent Agenda.

## BACKGROUND

In March 2012, the Village migrated to G Suite (formerly Google Apps for Government). Village staff has benefited in the following areas:

- Full complement of office-based software programs that offer enhanced features related to document sharing and collaboration in an online environment.
- Access to cloud-based software programs via the Internet, which reduces costs associated with hardware, software and labor.
- Significantly lower total cost of ownership as compared with the alternative of upgrading and maintaining on-premise software programs.

## ATTACHMENTS

Resolution
Contract Documents

**RESOLUTION NO. ____**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SADA SYSTEMS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain G Suite Customer Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and Sada Systems, Inc. ("SADA"), for G Suite (formerly Google Apps), as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

_____
Mayor

Passed:
Attest: _____
Village Clerk

1\mw\res.20\SADA-Google-Apps

# SADA Systems, Inc.
# G SUITE CUSTOMER AGREEMENT

This **G SUITE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of the date the last party executes the G Suite Ordering Document (the "Ordering Document") by electronic or manual signature (the "Effective Date"), thereby indicating acceptance of the terms of this Agreement between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the Ordering Document ("Customer"). The terms of the Ordering Document are incorporated by reference herein.

## 1. SERVICES AND TERMS OF SERVICE

**1.1 Provision of Services**. This Agreement establishes the terms under which SADA, as an authorized reseller of Google LLC ("Google"), will provide Customer with access to the G Suite services set forth in the Ordering Document (the "Services") and account activation (any services associated with such account activation, including administrative account setup, order management and placement, technical support services (as described in Section 1.3), and any other services required to administer Customer's account as Google may require, are referred to herein as the "Provisioning Services"). Customer acknowledges and agrees that this Agreement and the Google TOS (as defined in Section 1.2) govern Customer's use of the Services and the Provisioning Services, but do not govern implementation and deployment services performed by SADA, if any, which will be performed under a separate Master Professional Services Agreement between SADA and Customer.

**1.2 Google Terms of Service**. The Services will be provided by Google. The Google TOS will govern Customer's access to and use of the Services. For purposes of this Agreement, the "Google TOS" means those terms of service that govern use of the Services and that must be entered into directly between Google and Customer prior to Customer's first log in to the Services, via acceptance by Customer when presented by Google online. The Google TOS can be viewed at https://gsuite.google.com/intl/en/terms/reseller_premier_terms.html (or such other URL as Google may provide). Customer understands and agrees that Customer will be required to accept the Google TOS, without alteration or amendment, before accessing or using the Services. Capitalized terms used in this Agreement that are not defined herein are defined in the Google TOS. The Google TOS is a contract between Customer and Google. SADA will have no liability for performance of the Services, other than as set forth in this Agreement.

**1.3 Support**. Customer will respond to questions and complaints from Customer's End Users or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve. Customer hereby authorizes SADA to submit Customer support issues to Google on behalf of Customer, in connection with which, Customer hereby agrees and consents that SADA may disclose any Customer Information to Google as reasonably required for Google to provide technical support to SADA in connection such Customer support issues. Any Customer Information so disclosed will be used by Google in accordance with the Google TOS, including applicable confidentiality, data processing and security terms. SADA will not otherwise disclose Customer Information to Google. Customer may also escalate support requests to Google in accordance with Google's applicable TSS Guidelines. Google will only provide customer support directly to Customer as set out in the Google TOS.

For purposes of this Agreement, "Customer Information" means: (A) any data received by SADA from, or maintained by SADA on behalf of Customer, its Affiliates and/or its End Users in connection with the resale of the Services and/or supply of Provisioning Services, including any Personally Identifiable Information and End User passwords; and (B) any Services administrative accounts accessed by SADA in connection with the resale of the Services and/or supply of Provisioning Services, and any passwords for such accounts. "Personally Identifiable Information" includes, without limitation, names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Services.

**1.4 Service Levels.** The Services are governed by the SLA set forth in the Google TOS. If Google fails to comply with the SLA, Customer will be eligible to receive those remedies set out in the Google TOS and must request such remedies directly from SADA. Customer's sole and exclusive remedy in the event of an SLA breach will be the remedies set forth in the applicable SLA.

**1.5 Communications with Google**. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA's authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer's account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services, provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time.

**2. CUSTOMER OBLIGATIONS**.

**2.1 Compliance with Law; Compliance with Agreement**. Customer will comply with all laws, rules and regulations applicable to its use of the Services. Customer acknowledges and agrees that Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Google TOS.

**2.2 Customer Administration of the Services**. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account(s) provided to Customer by Google for the purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Google TOS. Customer acknowledges and agrees that Google is merely a data processor and that neither SADA's nor Google's liability extends to the internal management or administration of the Services for Customer.

**2.3 Consents**. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google TOS, as applicable.

**2.4 Privacy**. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

**3. CHARGES AND PAYMENT**

**3.1 Payment**. Customer's use of the Services is subject to payment of the fee(s) set forth in the Ordering Document. Unless otherwise provided in the Ordering Document, Customer will pay for the Services on a full prepaid basis for the Initial Term and each Renewal Term (both as defined in Section 4.1), to the extent applicable. Fees are due 30 days from the invoice date and are non-refundable, except as otherwise provided in the Google TOS. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 30 days prior to the expiration of the then-current term.

**3.2 Support Charges**. Any support to be provided by SADA under Section 1.2 of this Agreement will be available to Customer on business days between the hours of 6:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours, or which requires either (a) on-site assistance by SADA personnel or (b) escalation to Google will be billed to Customer at an hourly rate of $295.00, except after-hours support required to resolve Customer's "P1" issues (defined as any defect or outage causing the software or product to be unusable, and/or the unavailability of a major functions, for which SADA is unable to determine an acceptable bypass or work-around), for which SADA's support services shall also be rendered at no additional cost**.**

**3.3 Taxes**. Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

**3.4 Late Payments**. Customer is responsible for all reasonable expenses (including legal fees) incurred by SADA in collecting unpaid or overdue amounts, except where these unpaid or overdue amounts are due to billing inaccuracies attributable to SADA.

## 4. TERM, TERMINATION, SUSPENSION AND ADDITIONAL END USER ACCOUNTS

**4.1 Term**. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in the Ordering Document (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party by providing the other party written notice of non-renewal at least 60 days prior to the end of the then-current term. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1. SADA will invoice Customer, and Customer agrees to pay, for the renewal of the Services as set forth in the Ordering Document and Article 3 above.

**4.2 Termination**. Either party may terminate this Agreement for cause upon written notice if the other party fails to cure any material breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that the period to cure a breach with respect to payment shall be ten days. Other than as may be provided elsewhere in this Agreement, such termination will be Customer's sole and exclusive remedy in the case of a material breach of this Agreement by SADA. This Agreement will also terminate upon termination of the Google TOS by either Customer or Google.

**4.3 Effects of Termination**. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease. Unless this Agreement is terminated due to breach by SADA or Google, all payments owed by Customer under this

Agreement are immediately due, including any unpaid fees still owing for the then-current term (regardless of whether such term has been terminated early). Customer's access to Customer Data following termination will be as set forth in the Google TOS.

**4.4 Suspension of Services**. Without prejudice to SADA's rights under Section 4.2 (Termination), if Customer is in breach of its payment obligations under this Agreement and has failed to cure such breach within ten days of notice from SADA regarding such breach, SADA may suspend Customer's access to the Services until such breach is cured.

**4.5 Additional End User Accounts**. Customer may increase the number of End User accounts per Customer domain at any time. For End User accounts added during the Initial Term or any Renewal Term, the initial term for such End User accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User accounts by notifying its designated SADA account manager. For each purchase of End User accounts, SADA will issue a quote to Customer. End User accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. The number of End User accounts cannot be reduced during any term, but may be reduced at the next renewal date. In addition, SADA cannot transfer End User Accounts from one Customer domain name to another.

## 5. CONFIDENTIAL INFORMATION; PASSWORDS

**5.1 Confidential Information**. The provisions of the Google TOS regarding Confidential Information are incorporated into this Agreement by reference and govern the exchange of Confidential Information between SADA and Customer under this Agreement. The exchange of Confidential Information between Customer and Google is governed by the Google TOS.

**5.2 Passwords**. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

## 6. PROCESSING OF PERSONAL DATA ON CUSTOMER'S BEHALF

**6.1 Non-European Data Protection Legislation**. Except to the extent that the European Data Protection Legislation (as defined in Section 6.4) applies to SADA's processing of any personal data on behalf of Customer, SADA will, with respect to any personal data that it processes on Customer's behalf:

**(A)** comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;

**(B)** not process such personal data for any purpose other than the performance of SADA's obligations under this Agreement;

**(C)** ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;

**(D)** ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;

**(E)** not, by any act or omission, place Customer in breach of Non-European Data Protection Legislation (as defined in Section 6.4);

**(F)** inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;

**(G)** ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.1.

**6.2 European Data Protection Legislation**. If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

**(A)** only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);

**(B)** not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;

**(C)** ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of that data and loss or destruction of, or damage to, such personal data;

**(D)** ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;

**(E)** not, by any act or omission, place Customer in breach of the European Data Protection Legislation;

**(F)** inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;

**(G)** obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Section 6.2;

**(H)** taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;

**(I)** assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact

assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;

**(J)** at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;

**(K)** make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and

**(L)** not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

**6.3 Customer as Controller**. Customer agrees that SADA and Google are processors, and Customer is the controller, of any personal data referenced in this Article.

**6.4 Definitions**. For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (A) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (B) the Federal Data Protection Act of 10 June 1992 (Switzerland); (C) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (D) any other data protection or privacy legislation in force in the EEA or Switzerland. The term "Non-European Data Protection Legislation" means any applicable data protection and privacy legislation, guidelines and industry standards, other than the European Data Protection Legislation. The terms "processing", "personal data", "processor", and "controller" as used in this Article have the meanings given such terms in the European Data Protection Legislation.

**7. INTELLECTUAL PROPERTY RIGHTS**. Except as expressly stated otherwise in this Agreement, neither party will acquire any rights, title or interest, in and to any of the Intellectual Property Rights belonging to the other party, or the other party's licensors. All ownership rights, title, and Intellectual Property Rights in and to the content accessed through any Services are the property of the applicable content owner and may be protected by copyright or other applicable laws. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services.

**8. DISCLAIMER**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NONE OF SADA, GOOGLE OR GOOGLE'S LICENSORS AND SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

**9. INDEMNIFICATION.** The Google TOS includes certain indemnification obligations of Google to Customer. Customer agrees to indemnify SADA against third party claims to the same extent it indemnifies Google under the terms of the Google TOS.

**10. LIMITATION OF LIABILITY**. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR

PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

## 11. GENERAL PROVISIONS

**11.1 Notices**. All notices, consents, approvals, acknowledgements and waivers under this Agreement must be in writing and delivered to the applicable party, sent to Customer's address set forth in the Ordering Document in the case of Customer, and in the case of SADA, sent to the attention of SADA's Chief Financial Officer at the address set forth in the preamble to this Agreement. SADA and Customer each agree that notices and other communications under this Agreement may be received by email, unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

**11.2 Governing Law; Jurisdiction**. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that state's choice of law rules. For any litigation that may arise under this Agreement, the parties consent to personal jurisdiction in and the venue (and waive any claim of *forum non conveniens*) of the state and federal courts located in Los Angeles County and Santa Clara County, California. Notwithstanding the foregoing, if the parties have entered into a Master Professional Services Agreement, the parties consent to the personal jurisdiction and venue set forth in the Master Professional Services Agreement with respect to any litigation that may arise under this Agreement.

**11.3 Authorization; Binding Nature and Assignment**. Each party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such party. This Agreement will be binding upon the parties and their respective successors and assigns. SADA may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets. Customer may assign this Agreement to an Affiliate without SADA's written consent, but only if: (A) the assignee agrees in writing to be bound by the terms of this Agreement; (B) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (C) Customer has notified SADA of the assignment. Any other assignment is void, except with the other party's prior written consent.

**11.4 Publicity**. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer trade name, trademark and/or logo) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

**11.5 Third Party Beneficiary**. The parties agree that Google is a third-party beneficiary of this Agreement. There are no other third-party beneficiaries of this Agreement.

**11.6 Independent Contractors; No Agency**. SADA, Google and Customer are independent contractors with respect to SADA's resale of the Services, and this Agreement does not create an agency, partnership

or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google or to change any terms, conditions, warranties or covenants made by Google.

**11.7 No Waiver**. Failure to enforce any provision of this Agreement will not constitute a waiver.

**11.8 Survival**. The following provisions will survive any termination of this Agreement: Section 4.3 (Effects of Termination), Article 5 (Confidential Information; Passwords), Article 6 (Processing of Personal Data on Customer's Behalf); Article 7 (Intellectual Property Rights), Article 8 (Disclaimer), Article 9 (Indemnification), Article 10 (Limitation of Liability), and this Article.

**11.9 Force Majeure**. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. This Section will not, however, apply to Customer's payment obligations under this Agreement.

**11.10 Severability**. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

**11.11 Entire Agreement**. This Agreement and the Ordering Document(s) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous agreements on that subject. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement or the Google TOS.

**11.12 Amendment and Waiver**. Any amendment must be in writing and expressly state that it is amending this Agreement. If Customer requires a purchase order in connection with its invoice, Customer's purchase order terms and conditions will not apply to or modify this Agreement. No change, waiver or discharge of any term of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

**11.13 Counterparts; Electronic Signature**. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic format, which taken together will constitute one instrument.

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.**

SADA systems

# G Suite

PREMIER Google Partner

# SADA Systems, Inc.
# G SUITE ORDERING DOCUMENT

https://sada.com/agreements/gafb/gafb-v9.pdf This G Suite Ordering Document (the "Ordering Document") and the corresponding G Suite Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and Village of Downers Grove ("Customer") governs Customer's access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement accessible at https://sada.com/agreements/gafb/gafb-v9.pdf of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars.

| | |
|---|---|
| **Customer Name** | Village of Downers Grove |
| **Corporate Address** | 801 Burlington Ave<br>Downers Grove, IL 60515 |
| **Domain** | downers.us |

| Contact | Main Contact | Accounts Payable |
|---|---|---|
| Full Name | Dave Kenny | |
| Title | | |
| Phone | | |
| Email | dkenny@downers.us | |

Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing in U.S. Dollars:

| Name | Price | QTY | Subtotal |
|---|---|---|---|
| G Suite Basic Account, per user<br>Service from 06/29/2020 to 06/28/2021 | $72.00 | 360 | $25,920.00 |
| G Suite Vault Account, per user<br>*Cont Govt Discount, -$25.00<br>Service from 06/29/2020 to 06/28/2021 | $25.00 | 360 | $9,000.00 |

Subtotal **$34,920.00**

**Total $34,920.00**

*Plus applicable Sales Tax.

**Payment Terms:**

**Invoices and Payment:**

| Payment | Invoice Date | Amount |
|---|---|---|
| 100% of all Items listed in this document | Agreement Signature Date | $34,920.00 |

SADA will invoice Customer for all amounts due under any executed Ordering Document or Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt. Payment is accepted by check or ACH/EFT.

**Taxes:**

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services (except for any taxes assessable against SADA based on its income, property or employees) and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer will increase the payment to SADA so that the amount received by SADA is the same as it would have been if no taxes were withheld.

| Bank Information | Remittance Address |
|---|---|
| **Automated Clearing House (ACH) or Electronic Funds Transfer (EFT)**<br>Wells Fargo Bank<br>Swift Code: WFBIUS6<br>464 California St. San Francisco, CA 94104<br>Routing Number: 121042882<br>Bank Account Name: SADA Systems, Inc.<br>Bank Account Number: 7757670067 | **SADA Systems, Inc**<br>5250 Lankershim Blvd., Suite 620<br>North Hollywood, CA 91601<br>ATTN: Accounting |

**Additional Licenses Purchased During the Term:**

Additional licenses will be billed on a prorated basis for the remaining portion of the signed term, at the rate set forth in this Order Document. Payment for additional licenses will be due in full

upon receipt of an invoice, and will be exempt from the payment schedule above.

**Notices:**

Any notices under this Agreement will be directed, if to SADA, at:

**Patrick Monaghan, Chief Legal Officer**
**SADA Systems, Inc.**
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: legal@sada.com
Fax: 818-766-0090

and if to Customer, at the Main Contact above.

**BY SIGNING THIS ORDERING DOCUMENT OR SUBMITTING A PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.**

**IN WITNESS WHEREOF**, this Ordering Document has been executed by the parties through their duly authorized officers.

| **SADA Systems, Inc.** | **Village of Downers Grove** |
|---|---|
| Print Name: | Print Name: |
| Print Title: | Print Title: |
| Date: | Date: |
| Signature | Signature |