

This Services Agreement ("Agreement") between Nortridge Hosting Services LLC, a Delaware limited liability company with its principal place of business at 27422 Portola Parkway, Suite 360, Foothill Ranch, CA 92610 ("NHS") and City of Saint Paul with its principal place of business at 15 West Kellogg Blvd, 700, St. Paul, MN 55102 ("Company") is made and entered into as of the TBD, 2026 (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

- 1.1. "Company Content" shall mean any and all Company provided data and/or information, including but not limited to Personal Data, Company's proprietary technology, Company's Internet content, software tools, software (in source and object forms), user interface designs, class libraries, graphics, text, objects and documentation (both printed and electronic) (i) provided to NHS by or on behalf of Company; and/or (ii) input into or generated by the use of the Services; and/or (iii) posted, transmitted, displayed, submitted or generated by the use of the Software and/or Services.
- 1.2. "Personal Data" shall mean any and all personal data regarding an individual person, as defined in the California Consumer Act, CA Civil Code section 1798.140(o)(1), including, but not limited to, a person's name, address, phone number, fax number, e-mail address, social security number or other identifier issued by any governmental entity or other third party, credit card information or IP address, in any media or format including computerized or electronic records as well as paper-based (hard copy) files made available to NHS pursuant to the Services.
- 1.3. "Hosting Environment" shall mean the physical data center facility (together with suitable internet connectivity, primary and back-up power, fire suppression, and HVAC - heating, ventilation and air conditioning), system and network monitoring, NHS equipment, and other hardware and software infrastructure components used by NHS to support the Services.
- 1.4. "Service Period" shall mean the term of Services as set forth on Exhibit A.
- 1.5. "Software" shall mean Nortridge Software LLC's proprietary computer software: the Nortridge Loan System.

2. Services

- 2.1. Delivery of Services. Subject to the terms of this Agreement, Company hereby procures and agrees to pay for the Services, as defined below, and NHS agrees to provide to Company the Services, in accordance with the terms of this Agreement.
- 2.2. Services. The "Services" shall mean the service of providing a license to access loan processing software specified in the Order Form attached hereto as Exhibit A, together with any additional services specified in any Order Forms, as defined below. Specific details of the Services shall be set forth in Exhibit A, and any additional Services or any changes thereto as specified in any future order form setting forth details of the Services which order form must be prepared by NHS and executed by both NHS and Company (each, and including Exhibit A, "Order Form"). Each Order Form is hereby incorporated by reference into this Agreement.

3. Term and Termination

- 3.1. Term Commencement. The term for this Agreement will commence on the Effective Date and shall continue for the Initial Term, as defined in the Order Form, unless earlier terminated as provided in this Agreement. The Initial Term and any Renewal Term (as defined below), if any, shall be collectively referred to herein as the "Term".
- 3.2. Renewal Term(s). The term of this Agreement shall be extended on a yearly basis as specified in the Order Form (each, a "Renewal Term").
- 3.3. User Count. The required minimum number of users at all times during the Term shall be the initial number of users designated in Exhibit A– Order Form (the "Minimum User Number"). User count may be increased or decreased on a monthly basis by the Company, provided the user count does not fall below the Minimum User Number.

4. Fees and Payment Terms

- 4.1. Fees and Expenses. Company shall pay NHS the fees and charges for the Services as set forth in the Order Form or as otherwise specified in this Agreement.
- 4.2. Prices. The prices listed in the Order Form will remain in effect during the Initial Term and will continue thereafter during any Renewal Terms. Notwithstanding the foregoing, NHS may increase the prices it charges Company for any Services (a) in order to coincide with price increases from Microsoft for the SQL licensing, or (b) for any Renewal Term, by providing notice to Company (the "Increase Notice"). If NHS gives an Increase Notice and the price increase specified therein is unacceptable to Company, then Company shall have the right to terminate this Agreement by notice to NHS given no later than ninety (90) days after the date of the Increase Notice. If Company fails to timely give notice of termination as provided above, Company will be bound by the price increase specified in the Increase Notice for the duration of the Term.
- 4.3. Payment Terms. All fees as indicated on the attached Exhibit A will be due and payable on a monthly basis paid in advance of the month for which the Services will be rendered.
- 4.4. Late Payments. If Company is delinquent in its payments of fees, the unpaid fees shall accrue interest at a rate of one percent (1%) per month from the due date thereof and NHS may, upon written notice to Company, modify the payment terms to require other assurances to secure Company's payment obligations hereunder, including by way of example, deposits or additional fees.
- 4.5. Suspension of Services. Company acknowledges and agrees that in addition to any interest that shall accrue on any undisputed past due payments as provided above, in the event NHS does not receive each payment within (30) days of its due date, in addition to all other remedies available to NHS in this Agreement and otherwise, NHS shall have the right, exercisable in its sole discretion, to suspend the Services until such time that the outstanding balance is paid in full.

5. Confidential Information and Personal Data

- 5.1. Confidential Information. Each party may have access to certain non-public information of the other party, including without limitation information regarding the other party's business, Technology (as defined in Section 6.1 below), plans, customers, proprietary technology or know-how, products and services, technical data, developments, inventions, processes, designs, drawings, engineering, software (including, without limitation, the appearance, functionality, code, and other attributes thereof), hardware configurations, marketing, finances, the pricing and terms of this Agreement, any information marked or designated as confidential at the time of disclosure, and any information that, under the circumstances of its disclosure, should be considered confidential (the "Confidential Information"). Neither party will use the other party's Confidential Information in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or as reasonably necessary to the receiving party's attorneys, accountants and other advisors who are obligated to maintain the confidentiality of such information), any of the other party's Confidential Information. The disclosing party retains all right, title and interest in and to all Confidential Information it discloses under this Agreement. Each party shall protect the other party's Confidential Information by using at least the same degree of care used for its own similar Confidential Information, but no less than reasonable care. Each party's obligation under this Section will survive for a period of two years following the expiration or termination of this Agreement. The receiving party shall return all originals and copies of Confidential Information at the disclosing party's request, or at the disclosing party's request shall certify destruction of the same. This Section shall apply to any Confidential Information provided prior to the Effective Date and during the Term.
- 5.2. Exceptions. Confidential Information shall not include information that (a) is in or lawfully enters the public domain without breach of this Agreement or any other agreement and through no fault of the receiving party; (b) the receiving party can demonstrate was developed by it independently and without use of the disclosing party's Confidential Information; or (c) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. If a party is required to disclose Confidential Information by law, court order, or government agency, such disclosure shall not be deemed a breach of this Agreement, provided that the disclosing party gives reasonable (i.e., at least thirty (30) days) prior written notice to the other party.
- 5.3. Remedy. The parties acknowledge that money damages alone would not be a sufficient remedy for any unauthorized copying, transfer, or use of any Confidential Information of the other party and that the other party shall be entitled to seek equitable relief as a remedy therefor. Equitable remedies shall not be deemed to be the exclusive remedies for a breach but shall be in addition to all other remedies available by law.
- 5.4. Restrictions on Use of Personal Data. NHS agrees that it shall not collect, sell, disclose or use any Personal Data except as necessary to perform the Services. Further, NHS agrees that it shall not retain, use, disclose or dispose of the Personal Data outside of the direct business relationship between Company and NHS. Company and NHS agree that NHS shall have the right, but not the obligation, to delete any and all Confidential Information and Personal Data provided by the Company within 30 days after Services have been suspended or concluded.

6. Intellectual Property

- 6.1. Definitions. A party's "Technology" means its proprietary technology, including, without

limitation, its services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by such party or licensed to it from a third party) and also including any derivatives, improvements, enhancements or extensions of the same conceived, reduced to practice, or developed before, during and after the term of this Agreement by such party, and any registered or unregistered copyrights, trademarks and patents. "Licensed Materials" shall mean the software that NHS uses to provide the Services (including, without limitation, the Software), and any documentation, training materials, and other materials related to such software that NHS makes available for use by Company, and any updates and new versions of such materials that NHS makes available for use by Company. NHS's Technology includes, without limitation, the Licensed Materials.

6.2. Ownership

6.2.1. NHS. Except for the rights expressly granted herein, this Agreement does not transfer or license (except as set forth in Section 6.3 below) from NHS to Company any of NHS's Technology and/or any innovations made or conceived by NHS or any other intellectual property of NHS and all right, title and interest in and to NHS's Technology and innovations and other intellectual property (including, without limitation, the Licensed Materials, and any updates and other modifications thereto) will remain solely with NHS.

6.2.2. Company. Except for the rights expressly granted herein, this Agreement does not transfer or license from Company to NHS any of Company's Technology or any other intellectual property of Company and all right, title and interest in and to Company's Technology and other intellectual property will remain solely with Company. In addition, all data of Company shall remain the sole property of Company.

6.3. License. During the Term, Customer shall have, for its internal use, a non-exclusive, non-transferable license to use the Licensed Materials, solely for the purpose of and solely to the extent necessary to access and use the Services as provided in this Agreement.

6.4. Restrictions on Use

6.4.1. Company shall not use the Licensed Materials or the Services in violation of the restrictions set forth in this Agreement or in any Order Form.

6.4.2. Company shall use the Services and the Licensed Materials only for its own business. Company shall not resell, sublicense or otherwise transfer the Services or the Licensed Materials to any third party or permit to be processed the data of any third party.

6.4.3. Company shall ensure that at no time will the number of concurrent users of the Service exceed (i) the maximum permitted number of concurrent users specified in the Order Form, or (ii) the number of concurrent users for which Company has paid the user fees hereunder.

7. NHS Representations and Warranties

7.1. General. NHS represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations

and delivery of the Services to Company will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties to which it is a party.

- 7.2. SLAs. The Service Level Agreements (“SLAs”) set forth in Exhibit B constitute NHS’s sole and exclusive warranty for, and the compensation set forth in the SLAs constitute Company’s sole and exclusive remedy with respect to, NHS’s provision of or failure to provide Services to Company. Failure of the Services to meet any performance standards set forth in the SLAs shall trigger the compensation obligations set forth therein (which shall be Company’s sole remedy therefor) but shall not be a default or a breach of warranty by NHS hereunder.
- 7.3. Service Performance. NHS warrants that it will perform the Services in a manner consistent with generally accepted industry standards reasonably applicable to the performance thereof and in accordance with the Service Levels set forth in Exhibit B. NHS does not warrant that the Software or the Hosting Environment is or will be free of reasonable and legitimate defects, bugs or errors or that the use of the Software or the Hosting Environment will be uninterrupted or error free but shall use commercially reasonable and legitimate efforts to minimize occurrences, as well as resolve occurrences as soon as possible.
- 7.4. Protection of Personal Data.
- 7.4.1. NHS has in place substantial security measures designed to protect customer data from unauthorized disclosure or alteration, in accordance with any limitations set forth in this Agreement.
- 7.4.2. NHS employs all commercially reasonable practices to ensure customer data is secure from disclosure or attack in accordance with any limitations set forth in this Agreement. These practices include:
- 7.4.2.1. Physical security including electronic accesses to the premises, close circuit security camera system under 24/7 monitoring, 24/7 security response of physical security within the data centers.
- 7.4.2.2. Logistical security including data protection through redundant firewalls which cover all access points from the connected public networks. Internet security policies are in place to ensure compliance with maintenance plans and regular security reviews.
- 7.4.2.3. NHS procedural security policies prohibit the use of removable write data external to the main facility and printing from the datacenters.
- 7.5. Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES STATED IN THIS SECTION, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND COMPANY’S USE OF THE SERVICES IS AT ITS OWN RISK. NHS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED AND/OR STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NHS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

- 7.6. Disclaimer of Actions Under Third Party Control. NHS does not and cannot control the flow of data to or from NHS's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Company's connections to the Internet (or portions thereof). In other words, NHS shall not be liable or otherwise responsible for any Losses (as that term is defined in Section 11.1 below) if a blockage, shut down, interruption or delay in the usage or availability of or access to (i) any third party internet provider's services, or (ii) the Company's services or data, necessary for NHS to perform the Services hereunder. NHS disclaims any and all liability resulting from or related to such events.

8. Company Representations and Warranties

- 8.1. Company represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, including without limitation, maintaining and complying with all license agreements it enters into for use of the Services and the data it incorporates therein; and (ii) the performance of its obligations and use of the Services will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties to which it is a party.
- 8.2. Compliance with Privacy Laws. Company shall at all times comply with and abide by all local, state, federal, and applicable foreign statutes, ordinances, rules and regulations, including any amendments thereto, and any new applicable laws, ordinances, codes, rules, standards and regulations that may be adopted or imposed during the term of this Agreement governing the use of Personal Data, including, but not limited to the California Consumer Privacy Act (California Civil Code Section 1798.100 et seq.), the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.), the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d) and the EU Data Protection Directive (Directive 95/46/EEC) as well as those of any other public body having authority concerning the Work (collectively, "Privacy Laws"). Company shall be fully responsible for compliance with all Privacy Laws by Company, its agents, employees, suppliers and subcontractors and shall fully indemnify, defend and hold harmless NHS against any Losses (as that term is defined in Section 11.1 below) arising out of Company's failure to do any of the foregoing. Company, on its behalf and on behalf of its agents, employees, suppliers and subcontractors, shall receive and respond to, defend and be responsible for any citation, order, claim, charge, regulatory action, criminal or civil actions, arising by the failure of Company or its agents, employees, suppliers and subcontractors to so comply, regardless of whether such non-compliance results from active or passive acts or omissions, or whether such non-compliance is the sole or a contributory cause of any of those matters against which Company is obligated under this Agreement. In the event of any request by an individual related to an individual's Personal Data pursuant to the Privacy Laws, including, but not limited to, any request to opt-out, Company agrees to cooperate with and work with NHS to promptly respond to such request within ten (10) days following Company's receipt of the request.

9. Company Obligations. Company shall: (i) provide all equipment, including, without limitation, computer and network equipment, necessary to establish a connection to the Internet and access the Services; (ii) provide for Company's own access to the Internet and pay any fees associated with such access; (iii) use the Services only for lawful purposes and in accordance with this Agreement; (iv) ensure that its use of the Services and its data comply with all applicable laws and regulations; (v) reasonably, timely and in good faith cooperate with NHS and its designees to

facilitate NHS's performance of the Services and provide NHS with reasonable access to any necessary information to provide the Services, (vi) maintain any necessary licenses associated with any of Company's equipment and software, and (vii) maintain reasonable security with respect to access to the Hosting Environment. In the event of a breach by Company of this Section, then without limiting NHS's other remedies for such breach, NHS shall have the right to suspend the Services until such time Company cures the applicable breach (and the Company shall still pay all fees due hereunder during such suspension) and, if the Company does not cure such breach within thirty (30) days of Company's receipt of written notice of such breach from NHS, NHS shall be entitled to terminate this Agreement.

10. Limitations of Liability

10.1. Consequential Damages Waiver. EXCEPT FOR A BREACH OF SECTION 5 ("CONFIDENTIAL INFORMATION") OR SECTION 11 ("INDEMNIFICATION") OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR ANY TYPE OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

10.2. Limitation of Liability. Except for intentional misconduct, gross negligence or fraud, notwithstanding anything to the contrary in this Agreement and other than as set forth in Section 11.4, each party's absolute maximum aggregate liability related to or in connection with this Agreement will not exceed an amount equal to the total amount paid by Company to NHS under this Agreement for the prior twelve (12) months.

11. Indemnification

11.1. Indemnification by NHS. NHS will indemnify, defend and hold Company harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against Company alleging: (i) any claim which, if true, would constitute a breach of the warranties set forth in Section 7; or (ii) the infringement of a copyright, U.S. patent or trademark, or misappropriation of a trade secret relating to the delivery of the Services in an unauthorized manner (but excluding any infringement or misappropriation contributorily caused by Company or based on the combined use of the Services with any third party services or software). If the foregoing obligation is triggered, then NHS will, at its election, either defend Company against the same as provided above or modify or replace the Services to avoid such breach or infringement.

11.2. Indemnification by Company. Company will indemnify, defend and hold NHS harmless from and against any Losses resulting from any Action brought by any third party against NHS alleging: (i) personal injury or property damage caused by the negligence or willful misconduct of Company; (ii) any claim which, if true, would constitute a breach of the warranties set forth in Section 8; or (iii) the infringement of a copyright, U.S. patent or trademark, or misappropriation of a trade secret relating to Company's use of the Services in an unauthorized manner and/or the data, information, directions or specifications provided by Company to NHS.

11.3. Notice. Each party's indemnification obligations hereunder shall be subject to: (i) the indemnifying party receiving prompt written notice from the indemnified party of the existence of any Action provided that the failure to provide such prompt notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced thereby; (ii) the indemnifying party being able to, at its sole option, control the defense of such Action; (iii) the indemnifying party receiving full cooperation of the indemnified party in the defense thereof, at the indemnifying party's expense; and (iv) the indemnified party not entering into any settlement or compromise of any such Action without the indemnifying party's express written permission.

12. Data Breach Notification. Each party shall notify the other as soon as possible and without unreasonable delay of any actual or suspected breach of confidentiality or security affecting Personal Data, and shall also notify each other of any breach of its technical system should it pose any threat, or potential threat, to either party. At no additional cost to either party, both parties will fully cooperate with each other in their investigation of the breach, including, but not limited to, sharing relevant information obtained. The parties agree to a thirty (30) day period of evaluation during which the parties will work together to determine how the data breach occurred and who is responsible for the data breach, thereby triggering the indemnification obligations set forth in Sections 11.1 or 11.2, above.

13. Miscellaneous Provisions

13.1. Company Deviation from NHS Security Procedures. Any Company requests or actions which deviate from the current security and/or backup/continuity procedures or protocols in place and enforced by NHS will be done at the sole risk of the Company. NHS is not responsible for any adverse consequences resulting from any such deviations.

13.2. Monitoring and Reporting. NHS will provide an IP address (website) to Company for the purposes of monitoring Hosting Environment performance and uptime.

13.3. Certifications. NHS represents that, as of the Effective Date and continuing during the term of this Agreement, NHS or its third-party hosting provider shall maintain a favorable assessment against the AICPA Statement on Standards for Attestation Engagements (SSAE) No. 16 SOC 2, International Standards Organization 27001/27002.

13.4. Force Majeure. Except with respect to any obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control (a "Force Majeure Event"), including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, or failure of the Internet (not resulting from the actions or inactions of such party).

13.5. Transition Cooperation. NHS agrees that upon termination of the Agreement for any reason, NHS shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of the Hosting Services to Company or another supplier.

13.6. Marketing. NHS may publicly refer to Company, orally and in writing, as a customer of NHS and may use Company's name and/or logo in connection with any such reference. Any other reference to Company by NHS requires Company's consent.

- 13.7. Non-Solicitation. During the term of this Agreement and for a period of one (1) year after its expiration or termination, Company will not directly or indirectly solicit or attempt to solicit for employment or as an independent contractor or offer employment to any employee of NHS or its affiliates or any independent contractor used by NHS in connection with providing Services to Company.
- 13.8. Survival. The respective rights and obligations of NHS and Company which by their nature would continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, without limitation, the rights and obligations regarding payment, ownership, confidentiality, limitation of liability, remedies, and indemnification.
- 13.9. Governing Law; Jurisdiction and Forum. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict or choice of law principles. NHS and Company hereby consent and submit to the personal jurisdiction of the state and federal courts located in the County of Orange, State of California, for any actions arising from or out of this Agreement and agree that any such action must be brought exclusively in such courts and waive any objection to the foregoing.
- 13.10. Severability; Waiver. If any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any right, breach or default of this Agreement will not constitute a waiver of any subsequent right, breach or default, and will not act to amend or negate the rights of the waiving party.
- 13.11. Assignment. Company may not assign this Agreement or any of its duties and obligations hereunder in whole or in part to any other party without the prior written consent of NHS; provided, however that Company may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets; and further provided that no such assignment or delegation shall relieve Company of any of its obligations under this Agreement. Any attempted assignment or delegation without such consent will be void. NHS may assign this Agreement in whole or in part or delegate any of its duties under this Agreement. Except as restricted above, this Agreement will bind and inure to the benefit of the parties hereto and their successors and permitted assigns. This Agreement is for the sole and exclusive benefit of the parties, and nothing in this Agreement shall be construed to give any rights to any third parties.
- 13.12. Notice. Any notice or communication required or permitted to be given hereunder will be in writing, signed by the party giving the same, and will be deemed properly given and received (a) upon confirmation of delivery by hand, (b) on the next business day after deposit for pre-paid overnight delivery with an overnight courier service, or (c) three business days after mailing by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as stated in the preamble of this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party.
- 13.13. Relationship of Parties. NHS is and at all times shall be an independent contractor of the Company in all matters relating to this Agreement. This Agreement does not establish any relationship of employment, agency, joint venture, or partnership between the parties, and neither party can bind the other to any contract or representations

or permit its personnel to act as employees, agents, joint venturers or partners of the other.

- 13.14. Entire Agreement; Modification. This Agreement, including all Exhibits and Order Forms attached hereto, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Any additional or different terms in any purchase order or other document or communication by a party shall be deemed objected to by the other party without need of further notice of objection and shall be of no effect or in any way binding upon the other party. No modification of this Agreement will be binding upon the parties hereto unless in writing and executed by authorized representatives of NHS and Company.
- 13.15. Counterparts; Originals. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) shall be considered an original.
- 13.16. Interpretation; Attachments. Headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender or no gender include all genders. All Exhibits and Order Forms attached to this Agreement are incorporated herein in their entirety and made a part hereof as if fully set forth herein.

Authorized representatives of Company and NHS have read the foregoing and agree to and accept such terms effective as of the date first above written.

COMPANY: City of Saint Paul

Nortridge Hosting Services, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

ORDER FORM

This Order Form is incorporated into and constitutes part of the Services Agreement (the "Agreement") between Nortridge Hosting Services, a Delaware limited liability company (NHS) City of Saint Paul, ("Customer"). "Order Form" attached as "Exhibit A" to the Agreement.

1. CERTAIN DEFINITIONS.

The "Initial Term" shall mean the time period commencing on the Effective Date and expiring 12 months thereafter. Each Renewal Term shall be for a period of 12 months.

2. SERVICES. Subject to the terms of the Agreement, NHS shall provide the following services:

- a. LPS Service. Customer shall have the right, on a non-exclusive and non-transferable basis, to access and use certain loan processing software on NHS's servers, which Customer may access via the Internet using Customer's own equipment and Internet service, in accordance with the terms of the Agreement and the following specifications:

Maximum Number of Named Users: _____

Maximum Number of Read Only Users: 0 _____

The total cost for _____ users is \$ _____/user/month or \$ _____/month + annual Enhancement Support (E&S) for the following totals:

Year 1: \$13,545.30,

Year 2 : \$13,951.66, and

Year 3 \$14,370.21

Monthly Fee includes:

1. All Security updates, security patches, and updates to the operating system
2. Database and Operation software
3. Secure data center for database storage
4. All local Backups, including offsite backup storage

"User" means any person, internal or external to the Company or any Affiliate of the Company, who accesses, is permitted or able to access, or is otherwise subject to, the controls and monitoring environment (the "Software Environment") provided through the implementation and use of the Software by the Company and its Affiliates, whether directly or through an API. Any person that is using or accessing the Software to perform servicing functions on behalf of the Company at any particular time shall be considered a user. For the avoidance of doubt, servicing functions shall include, but are not limited to, collections, originations, customer service relations, and loan servicing operations.

LPS Service levels will be available in accordance with Service Level Agreement on the Effective Date – See Exhibit B

3. OTHER FEES AND CHARGES. Customer shall pay the following fees for Services, in accordance with the Agreement.

Recurring charges are indicated for a calendar month of service.

Regardless of whether Customer has commenced using the services, Customer will be responsible for payment for the

Services commencing on the Effective Date of the Agreement.

a. Set up Fee. \$1,700 one-time fee to include the following:

1. Server Hardware
2. Establishment of Database
3. Software to manage connectivity
4. Three (3) hours of Installation/On-line Training
5. One Backup Database
6. Web services
7. Test database (same version as production)

b. Training sessions with the Nortridge Training Department.

On-site	\$1,600.00 per day
Off-site	\$ 160.00 per hour

Exhibit B

Service Level Agreement

Performance Criteria: The Services will be available to Company (i.e., available and responding to basic commands) during ninety-nine and ninety-five hundredths' percent (99.95%) of the minutes in any monthly billing period without Service Unavailability. "Service Unavailability" consists of the number of minutes that the Service is not available to Company in any monthly billing period, but will not include unavailability resulting from (a) Company's applications, equipment, Internet connections or facilities, (b) acts or omissions of Company, or any use or user of the Service authorized by Company, (c) acts of unauthorized third parties; (d) Internet latency, failures or outages; (e) third party acts or omissions over which NHS has no control; (f) any Force Majeure Event as defined in the Agreement; or (g) Company's failure to comply with any of its obligations under the Agreement.

Compensation: If NHS fails to meet the Performance Criteria described above (each such failure a "Service Level Failure"), NHS will issue a credit to Company (a "Service Credit") on the next monthly invoice in the amount specified below, depending on the percentage of time the Service is unavailable to Company because of verified Service Unavailability. All Service Credits are based on the monthly recurring fee for the basic Services. Only one Service Credit shall be issued in any month.

<i>Service Availability</i>	<i>Service Credit</i>
99.00% - 99.94%	15% of monthly recurring fee for that month
Less than	30% of monthly recurring fee for

Notification and Reporting: To receive Service Credit, Company must submit a claim directly to NHS. To be eligible, the credit request must be received by NHS by the end of the calendar month following the month in which the incident occurred and must include:

1. The words "SLA Credit Request" in the subject line.
2. The dates and times of each Service Unavailability incident being claimed.
3. The affected service.
4. Your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

Backups: NHS will use multiple methods to ensure data is protected. NHS will maintain 3 near real-time (within 1-minute latency) copies of customer data in 2 geographically disparate locations. In addition, NHS will perform full backups of the customer data weekly and incremental backups daily. All backup data will reside within secure data centers inside the US on equipment operated and controlled by NHS. Should the need arise, NHS shall promptly use commercially reasonable efforts to reconstruct and restore the Company content from its backup in accordance with NHS's then-current procedures for restoring data similar to the Company content. NHS shall perform such reconstruction and restoration at no additional charge to Company to the extent the need for such reconstruction or restoration is caused by NHS and otherwise at NHS's time and material rates set forth in the Agreement, and if not set forth in the Agreement, at NHS's then-current discounted rate for Professional Services provided to Company.

Disaster Recovery: NHS shall include Company in its standard site disaster recovery plan such that the Hosting Services can be made available for use on a limited basis within eight (8) hours of any disaster and available for normal use within twenty-four (24) hours of any disaster. NHS has both physical and logical contingency plans in place. NHS may review and amend such plans in accordance with technology advances provided that no such change shall reduce the benefit provided to Company.