



Takoma Park City Council Meeting – April 10, 2024 Agenda Item 2

Voting Session

Renewal of SADA Systems Google Workspace

Recommended Council Action

Consider and approve the draft ordinance authorizing the City Manager to execute an annual agreement with SADA Systems for the use of Google Workspace.

Context with Key Issues

The City's Municipal Code requires all purchases exceeding \$30,000 to be competitively bid. All contracts above \$50,000 must also be approved by the City Council. Contract terms are limited to three years with two single-year renewals. Currently the City Code does not make a procurement exception for software such as the City's financial, email and human resource systems that are intended to be imbedded in the City's operations for an extended (more than 5 year) period.

Explanation

Since 2016 and as a result of a competitive bidding process, the City of Takoma Park has utilized Google Workspace as our primary email system. Over the years, we have found this platform to be efficient and reliable for our communication needs. However, it's important to note that the cost of maintaining this service has gradually increased over time.

For the first year the renewal of our license fee for Google Workspace has exceeded the established threshold of \$50,000, necessitating approval from the City Council. Given the essential role that Google Workspace plays in facilitating communication and collaboration within our municipal operations, we seek approval for the renewal of this agreement. The services provided by Google Workspace are integral to our daily functions, including email communication, document sharing, and collaboration among City departments.

The IT department is requesting a waiver of the bidding requirement outlined in the City code for this service. This service is fully integrated within our existing system, and transitioning to any new systems would require substantial resources.

In light of the increasing reliance on digital tools for efficient governance and service delivery, ensuring continued access to Google Workspace is paramount. Therefore, we respectfully request the City Council's approval for the renewal of our agreement with SADA Systems for Google Workspace.

Council Priority

Engaged responsive and service-oriented government.

Environmental Considerations

N/A

Fiscal Considerations

The funds for the Google Workspace are included in the FY24 IT budget.

Racial Equity Considerations

N/A

Attachments and Links

1. Google Workspace Quote by SADA Systems: This document provides a detailed breakdown of the costs associated with renewing our Google Workspace subscription for the period.
2. Invoice: The attached invoice outlines the specific charges for the renewal of our Google Workspace subscription as quoted by SADA Systems.
3. Google Workspace Customer Agreement: This agreement outlines the terms and conditions governing our use of Google Workspace services provided by SADA Systems. It includes important information regarding service levels, data privacy, and contractual obligations.

SADA

Google Cloud



Google Cloud
Partner

SADA Systems, Inc.

GOOGLE WORKSPACE ORDERING DOCUMENT

Quote Date:	15-Feb-2024
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This Google Workspace Ordering Document (the "Ordering Document") and the corresponding Google Workspace Customer Agreement (the "Agreement") between SADA Systems, Inc. ("SADA") and City of Takoma Park, MD ("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-v14.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 Information	
Customer:	City of Takoma Park, MD
Corporate Address:	7500 Maple Ave Takoma Park MD 20912-4998
Primary Domain:	takomaparkmd.gov

Contact	Main Contact	Accounts Payable Contact
Full Name:	Jairzinho Tyson	
Title:		
Phone:		
Email:	jairzinhoT@TakomaParkMD.Gov	

Pricing

Product Description	Annual Price	Quantity	Subtotal
Google Workspace Enterprise Plus Term Dates: 2/3/2024 -2/2/2025	\$144.00	300	\$43,200.00
Archived User - Google Workspace Enterprise Plus Term Dates: 2/3/2024 -2/2/2025	\$50.40	150	\$7,560.00

Total**	\$50,760.00
**Plus applicable taxes and fees	

Invoices and Payment

Payment	Invoice Date	Amount
Payment 1	Agreement Signature Date	\$50,760.00

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.

Customer may require a Purchase Order ("PO") to be submitted along with any invoice for payment. For the avoidance of doubt, in the event of a conflict of terms and conditions between any PO and the Agreement (including, without limitation, the Google TOS), the terms and conditions of the Agreement shall take precedence in each case. Any terms and conditions in the PO suggesting otherwise are hereby rendered null and void.

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

Automated Clearing House (ACH) or Electronic Funds Transfer (EFT):

Wells Fargo Bank
 Swift Code: WFBUS6
 464 California Street
 San Francisco, CA 94104
 Routing Number: 121042882
 Account Name: SADA Systems, Inc.
 Account Number: 7757670067

Remittance Address:

SADA Systems, Inc
 5250 Lankershim Blvd., Suite 720
 North Hollywood, CA 91601
 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

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


City of Takoma Park, MD

Signature

Name

Title

Date



Signature
Zameer Abbas

Name
IT Director

Title
11/20/2014

Date



5250 Lankershim Blvd #620 North Hollywood, CA United States 91601
P 818.766.2400 | www.sada.com

Invoice
INV229864B
Invoice Date: 2/26/2024

Bill To / Ship To
City of Takoma Park, MD
7500 Maple Ave
Takoma Park MD 20912-4998
United States

Payment Terms	Due Date	Customer Domain	Customer PO #	Currency
Net 30	3/27/2024	http://takomaparkmd.gov		USD

Item	Quantity	Rate	Amount
Archived User - Google Workspace Enterprise Plus License Service from 2/3/2024 to 2/2/2025	150	50.4	\$7,560.00

Services or products that are used, consumed, or stored might be subject to use tax. It is the consumer's responsibility to report and pay Use Tax with their state if it is not part of this invoice.

For Electronic ACH or Wire Payments
SADA Systems, LLC
Wells Fargo Bank, 464 California St, San Francisco, CA 94104
SWIFT WFBUS6S, Acct # 7757670067
ABA ACH 121042882, Wires 121000248
Please include invoice number.

Subtotal	\$7,560.00
Shipping Cost	
Tax Total	\$0.00
Payments/Credits	\$0.00
Total	\$7,560.00
Balance Due	\$7,560.00



5250 Lankershim Blvd #620 North Hollywood, CA United States 91601
P 818.766.2400 | www.sada.com

Invoice
INV229864A
Invoice Date: 2/26/2024

Bill To / Ship To
City of Takoma Park, MD
7500 Maple Ave
Takoma Park MD 20912-4998
United States

Payment Terms	Due Date	Customer Domain	Customer PO #	Currency
Net 30	3/27/2024	http://takomaparkmd.gov		USD

Item	Quantity	Rate	Amount
Google Workspace Enterprise Plus License Service from 2/3/2024 to 2/2/2025	300	144	\$43,200.00

Services or products that are used, consumed, or stored might be subject to use tax. It is the consumer's responsibility to report and pay Use Tax with their state if it is not part of this invoice.

For Electronic ACH or Wire Payments
SADA Systems, LLC
Wells Fargo Bank, 464 California St, San Francisco, CA 94104
SWIFT WFBIUS6S, Acct # 7757670067
ABA ACH 121042882, Wires 121000248
Please include invoice number.

Subtotal	\$43,200.00
Shipping Cost	
Tax Total	\$0.00
Payments/Credits	\$0.00
Total	\$43,200.00
Balance Due	\$43,200.00



GOOGLE WORKSPACE CUSTOMER AGREEMENT

This **GOOGLE WORKSPACE CUSTOMER AGREEMENT** (this “Agreement”), is made and entered into as of the date the last party executes the Ordering Document (as defined below) by electronic or manual signature (the “Effective Date”), thereby indicating acceptance of the terms of this Agreement by and between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 720, North Hollywood, CA 91601 (“SADA”), and [], a [] with offices at [] (“Customer”). SADA and Customer shall collectively be referred to as the “parties” and individually as a “party”. The terms and conditions of this Agreement shall bind each Google Workspace Ordering Document (“Ordering Document”) executed by the parties.

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 Google Workspace 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://workspace.google.com/terms/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. 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. Support scope covers all Core Services for Customer. 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 with 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 Hours. 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. 24x7 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) is also included 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 Section 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 Both Parties acknowledge and agree that SADA will have no access to Customer and/or End User data stored on Google Workspace. To the extent any European Data Protection Legislation or Non-European Data Protection Legislation applies to the performance of SADA's duties as reseller under this Agreement, SADA shall be liable to Customer for its non-compliance.

6.2 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.

6.3 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).

6.4 Customer as Controller. Customer acknowledges and agrees that Google is a processor, and Customer is the controller of any personal data referenced in this Article.

6.5 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.

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. Either party 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 also assign this Agreement to an Affiliate without SADA's written consent, but only if (in both cases): (i) the assignee agrees in writing to be bound by the terms of this Agreement; (ii) Customer remains liable for obligations incurred under this Agreement if the assignee defaults on them; and (iii) 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 acknowledges and agrees that SADA has the right to: (i) identify Customer as a customer of SADA and/or identify Customer as a User of the Services on SADA's website, social media, marketing materials or public announcement; (ii) use Customer's name and logo (in accordance with any trademark guidelines Customer provides); and (iii) subject to Customer's prior written consent,

participate in SADA case studies or testimonials in connection with the Services. Customer may revoke any of the aforementioned rights at any time by contacting legal@sada.com.

11.5 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.

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

11.7 Survival. The following provisions will survive any termination of this Agreement: Section 4.3 (Effects of Termination), Section 5 (Confidential Information; Passwords), Section 6 (Processing of Personal Data on Customer's Behalf); Section 7 (Intellectual Property Rights), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Limitation of Liability), and this Section 11.

11.8 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, including but not limited to: disease, pandemic, epidemic, 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.

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

11.10 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.

11.11 Amendment and Waiver. Any amendment must be in writing and expressly state that it is amending 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 or discharge is sought to be enforced.

11.12 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.

11.13 Order of Precedence. In the event of any conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, the Ordering Document, the amended Google TOS and the terms of any other URL referenced herein or therein. Customer may require a Purchase Order ("PO") to be submitted along with any invoice for payment of Fees under this Agreement. For the avoidance of doubt, in the event of a conflict of terms and conditions between a PO and this Agreement (including, without limitation, the Google TOS), the terms and conditions of this Agreement shall take precedence in each case. Any terms and conditions in any PO are hereby rendered null and void and shall not take precedence over the aforementioned documents, even if the terms and conditions of any PO state that its terms supersede any other conflicting terms.

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

Introduced by:

Single Reading

CITY OF TAKOMA PARK, MARYLAND

ORDINANCE NO. 2024-

**AUTHORIZING AGREEMENT FOR RENEWAL OF SADA SYSTEMS
(GOOGLE WORKSPACE)**

WHEREAS, the Information Technology Department seeking an approval to renew SADA Systems (Google Workspace) annual agreement; and

WHEREAS, the current Google Workspace agreement is set to expire on April 20, 2024, and timely action is required to ensure uninterrupted access to essential services; and

WHEREAS, the recent enhancements and updates to the Google Workspace platform have demonstrated its continued value and relevance to our organization, prompting the decision to extend our contractual relationship; and

WHEREAS, the Fiscal Year 2024 Budget includes funding for the renewal.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND, THAT:

Section 1. The City Manager is authorized to enter into agreement for the SADA Systems (Google Workspace) in the amount of FIFTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS, (\$50,760) with SADA Systems.

Section 2. This Ordinance shall become effective upon adoption.

Adopted this ____ of April, 2024 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT: