



ORDER FORM

Bludot Technologies Inc.
650 Castro St Ste 120 #96003, Mountain View, CA 94041
Email: sophia@bludot.io
Phone: 215-828-7281

DATE 9/23/24

CUSTOMER

City of North Richland Hills, TX
4301 City Point Drive, North Richland Hills, TX 76180
Email: chulse@nrhtx.com

Table with 2 columns: DESCRIPTION, PRICE. Rows include Open Rewards Subscription - Up to 250 Businesses (\$/Month) at 395.00, Bludot Business Data Scraping + Importing (One Time) at 295.00, and Rewards Fund (One Time) with a note that the customer will provide a fund of up to \$100,000.00. Summary row: Open Rewards Year One Subscription Total: \$ 5,035.00.

This SaaS Services Agreement ("Agreement") is entered into between Bludot Technologies Inc. ("Company") and the Customer listed above ("Customer"). This Agreement applies to and incorporates the above Order Form as well as Bludot Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Bludot Technologies Inc:
By: [Signature]
Name: Sophia Zheny
Title: CEO

Customer:
By:
Name:
Title:

# Terms and Conditions

## 1. ACCEPTANCE OF TERMS

Thank you for using Bludot Technologies Inc. ("Company")'s products, services, websites, and apps which are branded as "Bludot", "Bludot Directory", or "Open Rewards" (collectively "Services").

Company provides its Services to you through its website located at <https://bludot.io> (the "Site"), including all subdomains such as <https://open.bludot.io>, <https://app.bludot.io>, and <https://rewards.bludot.io> application programming interface (the "API"), or any mobile application (the "Mobile App", together with the Site and the API, the "Application"), subject to this Terms and Conditions agreement ("Agreement"). You ("Customer") indicate your acceptance of this Agreement by clicking or tapping on a button indicating your acceptance of this Agreement, by executing a document that references them, or by using the Services. If you are entering into this Agreement on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this Agreement, in which case the terms "you", "your", or "Customer" shall refer to such entity and its affiliates.

## 2. SERVICES AND SUPPORT

2.1 The "Services" means (a) the Application, (b) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively referred to as the "Content") and all modifications thereto.

2.2 Company reserves the right to alter the Services at any time. Company may provide, from time to time, enhancements to the Services which are added to the Services under this Agreement at no additional cost ("Enhancements"). Company may also provide, from time to time, additional features to the Services which may, but are not required to, be added to the Services under this Agreement at an additional cost ("Optional Features"). The parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features.

2.3 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

## 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services to the extent permitted by law. Although Company has no obligation to monitor



Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

#### **4. CONFIDENTIALITY; PROPRIETARY RIGHTS**

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

4.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4.4 Company may collect information from third party services via integrations you initiate ("Connected Account Data"). Connected Account Data may be stored and processed by Company after an integration is disconnected for the purpose of providing the Services. Connected Account Data is maintained for the duration your organization's account is active.

4.5 Customer is a Government entity under the laws of the State of Texas and all documents or information held or maintained by Customer are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

#### **5. PAYMENT OF FEES**

5.1 To the extent the Services or any portion thereof is made available for any fee, Customer will be required to make payment according to the selected subscription tier. Such subscription tier may include the option to prepay for access to the Services before it begins or to receive an invoice for payment after use of the Services has begun. Additional information on our subscription tier is available in the Order Form. In the case that the subscription tier selected by Customer involves recurring payments, Customer authorizes Company to bill the provided payment instrument on a periodic basis in accordance with the terms of the applicable subscription tier until termination of Customer account.

5.2 If Customer's use of the Services requires payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.3 All fees invoiced by Company must be received within thirty (30) days after the invoice date. Customer agrees that unless otherwise set forth in this Agreement, all fees paid and payable to Company under this Agreement shall be non-refundable. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5.4 In the case that Customer utilizes the Open Rewards program, Customer will provide a rewards fund in an amount decided by Customer. The rewards fund will be held in an account that Company will manage to distribute the rewards that consumers earn as part of their participation in the program. Any funds still remaining at the conclusion of the program will be returned to Customer.

## **6. TERM AND TERMINATION**

6.1 To the extent the Services or any portion thereof is made available for any fee, subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. If any payment is due, Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **7. WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **8. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, unless Company knew or should have known



that such specifications would result in an infringement or misappropriation, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

## **9. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (B) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 24 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. MISCELLANEOUS**

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Customer shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the Agreement requires Customer to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

10.2 **Competitive Procurement Selection Process.** The competitive procurement selection process by which Customer contracts with Company may be acknowledged and used by other government entities to replace their respective competitive procurement selection process for RFP purposes such that other government entities may contract with Company for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process.

10.3 **Piggy-Back Contracting.** The terms, conditions, and prices of this contract executed between Customer and Company may be used by other government entities to contract with Company for the same or substantially similar product(s) and service(s) under either the same or a separate contract.



Aug 22<sup>nd</sup>, 2024

City of North Richland Hills  
7301 NE Loop 820  
North Richland Hills, TX 76180

Re: Sole Source Vendor

To whom it may concern:

Bludot Technologies Inc. is a woman owned small business that has developed a unique city-wide rewards program, Open Rewards, to incentivize consumers to shop local. The program lets consumers earn a set percentage of rewards when they shop at eligible businesses within the city, thus creating excitement and loyalty for shopping local. Since launching in 2022, Open Rewards is live in communities across the country such as Las Vegas and Arlington VA and over 85% of users have indicated that it has positively influenced their decision to shop local.

Open Rewards is the only platform available in the market that provides all of the following functionalities:

- No actions required from businesses. Business owners do not need to sign up, learn a new system, train their staff, or modify anything on their POS. Simply business as usual.
- Supports all methods of payment when customers shop (e.g. credit card, debit card, cash).
- Supports both digital and non-digital payout methods for rewards redemption (eg. Venmo, PayPal, Zelle, check)
- Maximizes economic impact ROI on the city's investment
- Little administrative overhead is required from the city department
- App is already built and ready to download from both iOS and Android app stores
- In-app branding to promote the city and the program

This combination of functionalities is exclusively available on Open Rewards.

If you need additional information, please contact us at [sophia@bludot.io](mailto:sophia@bludot.io) or visit our website at [www.bludot.io](http://www.bludot.io).

Sincerely,  
Sophia Zheng  
CEO, Bludot Technologies Inc.