

DocuSign City Council Transmittal Coversheet

File	6190
File Name	Genscape, Inc.
Purchasing Contact	Rebecca Hunter
City Council Target Date	8/2/2016
Granicus #	
Ordinance #	

GENSCAPE MASTER LICENSE AND SERVICES AGREEMENT (North America)

August 2, 2016

This MASTER LICENSE AND SERVICES AGREEMENT (the "Agreement") is made and entered into on _____, (the "Effective Date") by and between Genscape, Inc., a Delaware corporation ("Genscape") and Denton Municipal Electric, ("Licensee"). Genscape and Licensee are collectively referred to herein as the "Parties" and individually as a "Party".

Licensee desires to license Genscape data, software and/or services ("Genscape data") as well as engage Genscape to provide certain enumerated services, as set forth in the attached Schedule or Schedules (collectively referred to as "the Schedule") and Genscape is willing to license such Genscape data and provide such services to Licensee on the terms and conditions set forth in this Agreement.

The Genscape data that licensee purchases and/or licenses from Genscape shall be set forth on the Schedule; shall describe the services and products, effective dates and pricing; and shall be signed by Licensee and Genscape in order to be effective and legally binding. In the event of any inconsistencies between the terms of their Agreement and any Schedule, the terms of this Agreement shall prevail.

NOW THEREFORE, in consideration for the mutual covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - LICENSE

1.1 Grant of License. Subject to all of the terms and conditions of this Agreement, Genscape grants, assigns and conveys to Licensee a non-exclusive, revocable, limited, personal, non-transferable, license to access and use the Genscape data set forth in the attached product schedule and/or schedules ("the schedule") for the Term set forth in Section 6.1 herein and solely for the purposes set forth herein. Licensee acknowledges and agrees that the foregoing license does not confer on Licensee any right, title or interest in any of Genscape's patents, licenses, trade secrets, trademarks or copyrighted material. All rights not specifically granted hereunder are reserved and retained by Genscape.

1.2 Purpose and Scope of License.

(a) Licensee is entitled to access Genscape's server(s) in order to receive the Genscape data. Licensee acknowledges that Genscape is the sole and exclusive owner of the Genscape data. Licensee may not use or disclose (in writing, orally, electronically or otherwise) the Genscape data for any purpose except as expressly provided in this Agreement. Licensee may not disclose the Genscape data to its Affiliates without the express written approval of Genscape and provided that such Affiliate shall be obligated under the same terms and conditions set forth herein, including but not limited to those terms set forth in Article 5, "Nondisclosure of Confidential Information". Genscape reserves the right to restrict such disclosures should it be deemed by Genscape that such disclosure is affecting Genscape's commercial capabilities. Licensee may use the Genscape data only for internally generated analysis, information and modeling, including as a basis for engaging in proprietary trading as allowed by law. Genscape may, upon written notice to Licensee, restrict use of the Genscape data, or any deviation thereof, in any third party application or software suites. For the purposes of this Agreement, "Affiliate" means, with respect to any entity, any other entity controlling, controlled by, or under common control with, such entity at the time in question.

(b) The Genscape data shall not be reproduced, rebroadcast or disseminated to parties outside Licensee in any form without the express written prior consent of Genscape. Licensee is explicitly prohibited from using any type of electronic mail communication, including email and instant messenger services, to broadcast the information to parties not included in this Agreement. Furthermore, Licensee acknowledges and agrees that the Genscape data is proprietary to Genscape and Licensee is prohibited from selling, transferring, licensing, sharing, publishing, or copying in any way, the Genscape data and any information which is derived, calculated or otherwise ascertained from the Genscape data.

In the event that access to the Genscape data is made available to Licensee through the internet, Genscape will supply Licensee with a unique user identification code and password (collectively the "User I.D.") to access such Genscape data via the Internet. The User I.D. shall only be available to active employees of the Licensee (collectively, "Authorized Users"). The User I.D. shall be considered and treated as Confidential Information belonging to Genscape. Licensee acknowledges and agrees that it is and shall remain solely responsible for all use and disclosure of its User I.D. In no event shall Licensee disclose, transfer or allow any third party to use, copy, or otherwise access the User I.D. Licensee shall notify Genscape immediately in the event that the User I.D. is or is believed to be lost, stolen, or in the possession of any third party, or that the User I.D. does not operate properly, so that Genscape may re-issue a new User I.D. to Licensee and take whatever actions it deems necessary to protect the confidential nature of the User I.D., Licensee shall fully cooperate with Genscape in any such action.

ARTICLE 2 - SERVICES

2.1 Engagement. During the Term of this Agreement, as set forth in Article 6.1, "Term", Licensee hereby engages Genscape and Genscape accepts such engagement to perform certain services as set forth in the attached Schedule. The services may include but are not limited to research, analysis, publication, price assessments, charts, news, reports, articles and comments acquired, produced and/or compiled by Genscape, the use of which by Licensee is regulated by this Agreement.

2.2 Use of Services. Licensee acknowledges and agrees that use of the Services and any deliverables included in the Schedule does not confer on Licensee any right, title or interest in any of Genscape's patents, licenses, trade secrets, trademarks or copyrighted material. All rights not specifically granted hereunder are reserved and retained by Genscape. Licensee may use the Services and any deliverables included in the Services only for internal business purposes and may not copy, distribute or grant access to any of the Services or any deliverables included in the Services to any third party. Licensee shall not remove or obscure any copyright notice included on any of the deliverables included in the Services. Furthermore, Licensee acknowledges and agrees that any deliverables included in the Services are proprietary to Genscape and Licensee is prohibited from selling, transferring, licensing, sharing, publishing, copying or profiting in any way, any information which is derived, calculated or otherwise ascertained from such deliverables.

ARTICLE 3 - FEES

3.1 License Fee. Licensee shall pay to Genscape, in U.S. dollars, the fees set forth in the Schedule with respect to the license of the Genscape data (the "License Fee"). Genscape shall inform Licensee in writing of any increase in the License Fee for the upcoming 12 month period at least 60 days prior to the expiration of the Term. Such notice shall serve as acceptance by Licensee of such increase unless Licensee delivers written notice to Genscape of termination of this Agreement at least 30 days prior to the expiration of the Term. In the event that Licensee desires to add to the Authorized Number of Users, Regions, Copies, Publications, Services, and Analysis Tools set forth on the Schedule, the Parties shall discuss and agree upon an adjustment to the License Fee. Unless such an adjustment to the License Fee is agreed in writing by way of a revised Schedule, a new Schedule and/or a mutually binding written agreement, between the Parties, no addition to the Authorized Number of Users, Regions, Copies, Publications, Services, and Analysis Tools set forth on Schedule shall be made.

3.2 Payments. The License Fee and the Services Fee shall be payable on the fifth business day following receipt of Genscape's invoice for payment. Late payments shall be subject to an interest charge in accordance with Texas Government Code 2251.. Genscape may tender to Licensee the payment invoice via fax or email, and will be considered received by Licensee when sent by Genscape via fax or email.

ARTICLE 4 - LIMITATIONS

The Services are provided on an "as is" basis, and Genscape disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. [This Article 4 shall not affect in any way, the indemnity provisions of Article 7.1.\(a\) below.](#)

ARTICLE 5 - NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Genscape and Licensee shall keep confidential the other Party's Confidential Information. "Confidential Information" shall mean all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement and shall specifically include the Genscape data. The Receiving Party shall use the Disclosing Party's Confidential Information solely to perform its obligations under this Agreement, and shall take all reasonable precautions necessary to safeguard the confidentiality of the Disclosing Party's Confidential Information. Confidential Information shall not include information that is in the public domain or is published or otherwise becomes a part of the public domain, other than as a result of disclosure by the Receiving Party or the Receiving Party can demonstrate was in the Receiving Party's possession at the time of disclosure and not acquired, directly or indirectly, from the Disclosing Party. The Confidential Information shall not be copied, sold, traded, shared, published or reproduced without the prior, express written permission of the Disclosing Party. The Parties agree that money damages are not a sufficient remedy for any breach of this Article and that the Disclosing Party shall be entitled to injunctive relief, specific performance or any other available equitable remedy for such breach, which shall not be deemed exclusive and shall be in addition to all other legal remedies available at law, in equity, or by statute. If the Disclosing Party prevails in any action for breach hereof, the Receiving Party shall be liable for all costs and expenses (including reasonable attorneys' fees) related to enforcing, defending or otherwise protecting the Disclosing Party's interests hereunder. Upon the termination of this Agreement, Licensee shall destroy all Confidential Information of Genscape (including all Genscape

data) in its possession or control and provide Genscape written notice of such destruction.

Under all circumstances, both parties shall comply with Texas Open Records Act, Chapter 552 of the Texas Government Code.

ARTICLE 6 - TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and terminate on the last date as per the terms set forth in the Schedule which shall be incorporated into and made a part of this Agreement.

6.2 Termination. Genscape may immediately terminate this Agreement and/or the services outlined in the Schedule by giving written notice to Licensee, if Licensee (a) fails to pay the License Fee or Service Fee in accordance with the terms of this Agreement and/or the Schedule, or (b) breaches any of the terms of this Agreement, and such breach is not cured within 10 days after Genscape's notice of such breach to Licensee, or (c) Licensee files a bankruptcy petition, is adjudicated bankrupt or insolvent, assigns for the benefit of creditors or any arrangement pursuant to bankruptcy law, discontinues or dissolves its business, has a receiver appointed for Licensee's business or admits insolvency, or (d) becomes unable to pay its obligations in the ordinary course. Genscape's right to terminate this Agreement pursuant to this Section 6.2 is not exclusive of any other remedies Genscape may have in this Agreement at law or in equity with respect to any default by Licensee.

Licensee shall have the right to terminate the Contract, in whole or in part, if Genscape breaches any of the terms of this Agreement, and if such breach is not cured within 10 days after Licensee's written notice of such breach to Genscape. Licensee shall pay Genscape, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

6.3 Consequences Upon Termination. Upon termination of this Agreement, all the power and authority granted each Party under this Agreement shall cease immediately other than those set forth herein. Both Parties will continue to comply with the payment terms and the confidential obligations set forth herein and such obligations shall survive any termination or expiration of this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1 Indemnification.

(a) To the extent provided by applicable law, Licensee and/or its Affiliates shall defend, indemnify and hold Genscape, its directors, officers, employees, agents, contractors and representatives, harmless from and against any and all claims, assessments, damages, losses, or other liabilities of any kind, including without limitation Genscape's reasonable attorneys' fees in the defense thereof, arising out of a breach of any representation, warranty, covenant, or terms of this Agreement by Licensee, its Affiliates, their employees, or other third parties.

(b) Genscape and/or its Affiliates shall indemnify and hold Licensee, its directors, officers, employees, agents, contractors and representatives, harmless from and against any and all claims arising out of a material breach of the terms of this Agreement and/or a claim that the Genscape data infringes or violates any third party's copyright, patent, trade secret, trademark, intellectual property or other proprietary rights provided the Genscape data that is the subject of the claim was not modified from its original state, is the most current version provided to Licensee and Licensee's use of the data is in accordance with the terms of this Agreement. Should Genscape data or any part thereof become, or in Genscape's opinion be likely to become, the subject of a claim for infringement or the like, Genscape may, in its sole discretion procure for Licensee the right to continue using Genscape data, or replace or modify the Genscape data without changing its functional capabilities, so that the Genscape data becomes non-infringing.

7.2 General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- (a) Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- (b) Coverage B shall include personal injury.
- (c) Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- (a) Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- (b) Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

7.3 Notices. Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the other Party at the address below and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

Genscape, Inc.
445 Market St., Suite 200
Louisville, Kentucky 40202
(Fax) 502-583-3464
Attention: Anne S. Edwards, Esq.

City of Denton
215 E. McKinney St.
Denton, TX 76201
940-349-7140
Attention: City Manager
Copy to:
Denton Municipal Electric
1659 Spencer Rd
Denton, TX 76205
Attn: Energy Market Manager

Any such notice shall be deemed delivered if: (a) personally delivered on the date delivered to the address of the Party to whom such notice is addressed; (b) sent by Federal Express or other reputable overnight courier service, on the date of delivery to the address of the Party to whom such notice is addressed; (c) sent by confirmed facsimile transmission on the business day on which the notice is transmitted to the Party to whom such notice is addressed if sent by 5:00 p.m., Eastern time, on such business day and on the next business day if sent after 5:00 p.m., Eastern time, or on a day other than a business day, provided that the party making such transmission shall concurrently deposit the original in the United States mail for delivery to the Party to whom such notice is addressed; or (d) mailed, three (3) calendar days after depositing the notice in the mail. Any Party may change the address to which notice is to be sent by giving notice to the other Party at least five (5) calendar days before the effective date of such change.

7.4 Force Majeure. Notwithstanding anything contained herein to the contrary, neither Party shall be liable to the other for loss, injury, delay, damage or other casualty suffered by such other Party due to any inability to perform any obligation hereunder (other than monetary obligations) caused by strikes, riots, storms, fires, acts of government (including legislative, administrative, judicial, police or any other official government acts by a governmental or a quasi-governmental body or by a public corporation), acts of God (including weather) or any other cause beyond the reasonable control of such Party.

7.5 Governing Law, Consent to Jurisdiction. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas, excluding its conflict of laws principles. The Parties hereto, their successors and permitted assigns, consent to the exclusive jurisdiction of the federal and

state courts of the State of Texas with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement. The Parties hereto consent to any form of service of process (including by fax and/or email). This agreement is performable in Denton County, Texas and shall be conducted by laws of the State of Texas.

7.6 Assignment. Neither this Agreement nor any of the rights or obligations may be assigned by either party without the prior written consent of both parties.

7.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and such counterparts together shall constitute one and the same instrument.

7.8 Severability. In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected and this Agreement shall continue in full force and effect.

7.9 Relationship of Parties. Genscape and Licensee acknowledge and agree that the relationship between the Parties established by this Agreement is that of independent contractors and that no employment or partnership between them is created. Neither party shall have authority or right to enter into contracts or undertakings in the name of the other Party nor to assume or create any obligation of any kind on behalf of the other Party. Enva is an intended third party beneficiary of this Agreement.

7.10 No Advisory Relationship. Genscape and Licensee acknowledge and agree that the relationship between the Parties established by this Agreement is that of independent contractors and that there is no advisory relationship. Licensee should not construe any of the data or services provided by Genscape in whatever format as business, financial, investment, hedging, trading, legal, regulatory, tax or accounting advice and should not make the data the primary basis for any trading decisions. If Licensee requires investment advice with respect to the data, services or any product provided by Genscape, Licensee should consult its own business, financial, accounting or legal advisors. Licensee accepts full responsibility for its own decisions and for the consequences of those decisions.

7.11 Non-Solicitation. Unless otherwise agreed, each Party shall not, directly or indirectly, divert or attempt to divert from either Party any such employee through solicitation, hiring, or otherwise during the term of this Agreement and for one year thereafter. The foregoing restriction shall not apply with respect to advertisements in newspapers of general solicitation, job fairs or other general means of employment solicitation that do not target specific individuals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives effective as of the day and year first above written.

GENSCAPE, INC., a Delaware Corporation

DocuSigned by:
BY: Christy Hartman
E800FD4EFD2B4E3
AUTHORIZED SIGNATURE

Date: 7/25/2016

Name: Christy Hartman

Title: Controller

(502) 292-4660

PHONE NUMBER

chartman@genscape.com

EMAIL ADDRESS

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:
Jennifer Walters
BY: C5BFAFC1821946D

DocuSigned by:
Howard Martin
BY: 742392302FE7423...
HOWARD MARTIN, INTERIM CITY MANAGER
Date: 8/3/2016

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

DocuSigned by:
John Knight
BY: C021996C2A2B439...

GENSCAPE™

SERVICES & FEES

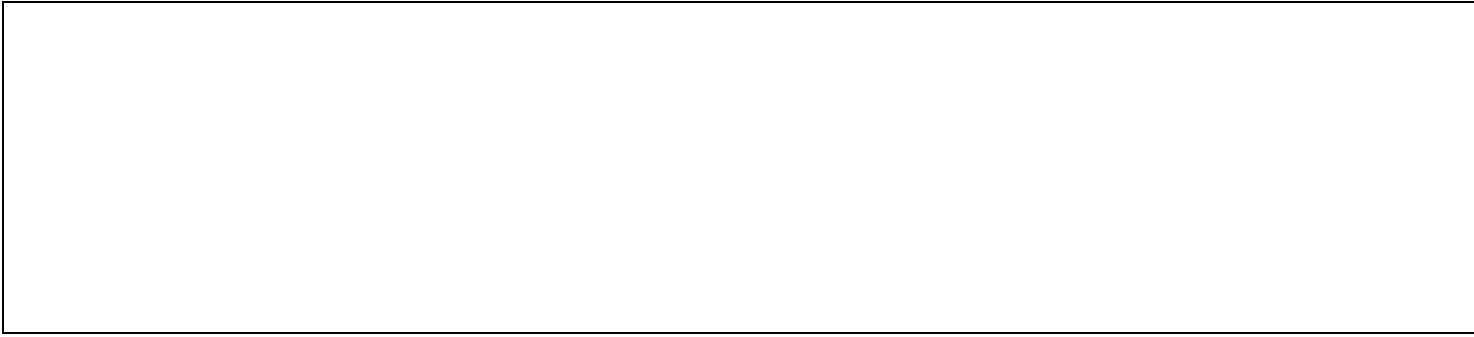
GENSCAPE SERVICE SCHEDULE

This Genscape Services Schedule ("Schedule") is entered into pursuant to, and as part of, the Genscape Master Services Agreement ("Agreement") dated 08/07/2013 by and between Genscape, Inc., a Delaware corporation ("Genscape") and Denton Municipal Electric ("Client").

This Schedule will be referenced to by its signature date below and is specific to the products that are selected below.

Market Intelligence - Power IQ	Users	Start Date	End Date	Price
Power IQ - PJM Daily				
Power IQ - MISO Daily				
Power IQ - ERCOT Daily	NA	8/31/2016	8/30/2019	\$45,582 annual
Power IQ - NYISO Daily				
Power IQ - SPP Daily				
Power IQ - CAISO Daily				
Power IQ - PJM Weekly				
Power IQ - MISO Weekly				
Power IQ - ERCOT Weekends	NA	8/31/2016	8/30/2019	Incl
Market Intelligence - Power Buyer	Users	Start Date	End Date	Price
Power Buyer - PJM				
Power Buyer - ERCOT				
Power Buyer - ERCOT Weekends				
Power Buyer - NY-ISO				
Power Buyer - ISO-NE				
Coincident Peak Forecast - PJM				
Coincident Peak Forecast - ERCOT				
Coincident Peak Forecast - NY				
Coincident Peak Forecast - NE				
Market Intelligence - Insights & Opportunities	Users	Start Date	End Date	Price
CCR/FTR Insights & Opportunities - MISO FTR				
CRR/FRT Insights & Opportunities - ERCOT CRR				
Nodal Market Insights – Analysis	NA	8/31/2016	8/30/2019	Incl
Nodal Market Insights – Congestion Revenue Rights (CRR) Module				
Nodal Market Insights – Day Ahead Market (DAM) Module				
NA Power - Power RT	Users	Start Date	End Date	Price
Power RT - National				
Power RT - PJM				

Power RT - Midwest				
Power RT - ERCOT	7	8/31/2016	8/30/2019	Incl
Power RT - Northeast				
Power RT - WECC				
Power RT - Southeast				
Power RT - MISO				
Power RT - SPP				
NA Power - Transmission RT	Users	Start Date	End Date	Price
Transmission RT - National				
Transmission RT - Midwest				
Transmission RT - PJM				
Transmission RT - ERCOT	7	8/31/2016	8/30/2019	Incl
Transmission RT - Northwest				
Transmission RT - WECC				
Transmission RT - Southeast				
Transmission RT - SPP				
Transmission RT - MISO				
NA Power - Infrared	Users	Start Date	End Date	Price
Infrared - National				
Infrared - ERCOT	7	8/31/2016	8/30/2019	Incl
Infrared - PJM				
Infrared - New York				
Infrared - New England				
Infrared - West				
Infrared - Midwest				
NA Power - Frequency Events	Users	Start Date	End Date	Price
Frequency Events - National				
Frequency Events - ERCOT	7	8/31/2016	8/30/2019	Incl
Frequency Events - West				
Frequency Events - East				
NA Power - Transmission Datafeed	Users	Start Date	End Date	Price
Transmission Datafeed - National				
Transmission Datafeed - Northeast				
Transmission Datafeed - MISO				
Transmission Datafeed - WECC				
Transmission Datafeed - PJM				
Transmission Datafeed - ERCOT				
Transmission Datafeed - PJM+MISO				
Transmission Datafeed - SPP				
NA Power - RT Datafeed	Users	Start Date	End Date	Price
RT Datafeed On-Demand - National				
RT Datafeed - Historical Data				
RT Datafeed Real-Time - National				
RT Datafeed On-Demand - WECC				
NA Power - RT Datafeed On-Demand Infrared	Users	Start Date	End Date	Price



TERM & TERMINATION

This Genscape Services Schedule sets forth Genscape products and or services. The Effective Date for each product or service shall commence as of the "Term Start Date" set forth in the table under the "Services and Fees" heading and will continue thereafter until the "Term End Date". .

BILLING

Client will be billed in advance of services on a semi-annual bi-annual billing will apply.

PRICING

Pricing for each product in the term stated on the Schedule shall be the amount set forth in the "Price" column under the "Services and Fees" heading.

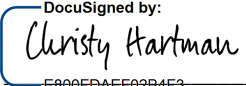
This Genscape Services Schedule is incorporated into and made a part of the Genscape Master Services Agreement and all terms set forth in the Genscape Master Services Agreement shall apply to this Genscape Services Schedule.


This Genscape Services Schedule shall remain in effect commencing as of the signing date below and shall be terminated in the manner and in accordance with the terms set forth in the Genscape Master Services Agreement. This Schedule may, from time to time, be revised and/or replaced upon written agreement by the Parties.

Signature Date: 8/3/2016

Genscape, Inc.
445 E. Market St, Suite 200
Louisville, KY 40202

Client: City Of Denton
215 E. McKinney Street
Denton, TX 76201

USA
Signature: 
Name: Christy Hartman
Title: Controller

USA
Signature: 
Name: Howard Martin
Title: Interim City Manager

Certificate Of Completion

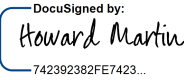
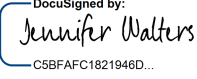
Envelope Id: 5271DE9BD9644BC8ADC19F41178EE5A5	Status: Completed
Subject: City Council Docusign Item - 6190 Genscape (Closed Session)	
Source Envelope:	
Document Pages: 11	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rebecca Hunter
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rebecca.hunter@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Rebecca Hunter	Location: DocuSign
7/22/2016 9:48:24 AM	rebecca.hunter@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
<p>Rebecca Hunter rebecca.hunter@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/22/2016 3:09:13 PM Viewed: 7/22/2016 3:09:25 PM Signed: 7/22/2016 3:10:04 PM</p>
<p>Christy Hartman chartman@genscape.com Controller Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 7/25/2016 6:53:50 AM ID: 0c0c3c51-ea66-4d9e-b310-7b47070bd515</p>	<p>DocuSigned by: <i>Christy Hartman</i> E800FDAEF02B4F3...</p> <p>Using IP Address: 216.26.167.177</p>	<p>Sent: 7/22/2016 3:10:05 PM Resent: 7/25/2016 6:49:03 AM Viewed: 7/25/2016 6:53:50 AM Signed: 7/25/2016 6:55:39 AM</p>
<p>John Knight john.knight@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by: <i>John Knight</i> C821996C2A2B439...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/25/2016 6:55:43 AM Viewed: 7/25/2016 12:49:27 PM Signed: 7/25/2016 12:50:03 PM</p>
<p>Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/25/2016 12:50:05 PM Viewed: 7/25/2016 1:06:10 PM Signed: 8/3/2016 6:35:19 AM</p>

Signer Events	Signature	Timestamp
<p>Howard Martin howard.martin@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  742392382FE7423...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 8/3/2016 6:35:23 AM Viewed: 8/3/2016 2:40:33 PM Signed: 8/3/2016 2:40:49 PM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  C5BF AFC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 8/3/2016 2:40:52 PM Viewed: 8/4/2016 8:55:10 AM Signed: 8/4/2016 8:55:20 AM</p>

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

<p>Zohar Asher zasher@genscape.com Genscape, Inc. Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 7/25/2016 6:49:02 AM</p>
<p>Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 7/25/2016 6:55:42 AM</p>
<p>Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 7/25/2016 6:55:42 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	<p>Sent: 8/3/2016 6:35:21 AM Viewed: 8/3/2016 7:12:13 AM</p>
<p>Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6</p>	COPIED	<p>Sent: 8/3/2016 6:35:21 AM</p>
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	<p>Sent: 8/4/2016 8:55:23 AM Viewed: 8/4/2016 11:29:15 AM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	<p>Sent: 8/4/2016 8:55:25 AM</p>
<p>Lance Cunningham Lance.Cunningham@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	<p>Sent: 8/4/2016 8:55:26 AM Viewed: 8/4/2016 10:14:32 AM</p>

Notary Events	Timestamp
---------------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2016 8:55:26 AM
Certified Delivered	Security Checked	8/4/2016 8:55:26 AM
Signing Complete	Security Checked	8/4/2016 8:55:26 AM
Completed	Security Checked	8/4/2016 8:55:26 AM

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.