

Citibot Subscription Agreement

This Agreement is made by and between Blair, NE ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated October 1, 2026.

1. Definitions. Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service below, as applicable.

"**Service**" collectively refers to City website chatbot customer service platform, software and/ or services made available to City. The features include (1) questions and result answers; and (2) direct message pathway. No custom integrations are included beyond standard sources.

"**Content**" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by City or any Authorized User is referred to as "**User Content**," and all other Content of the Service is referred to as "**Citibot Content**."

"**Subscription**" refers to the right granted by Citibot to City to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"**Authorized User**" refers to each employee of Subscriber, resident of Blair, NE, agents and/ or contractor of City authorized to access and use the Service and the Content.

2. Term; Termination.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties or as outlined in the pricing table and continue in effect for two years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

3. **Installation Fee; Subscription Fee; Payment.** City is responsible for payment of the Installation and Subscription Fees as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

LAUNCH/YEAR 1		YEAR 2	
<i>One time implementation and development fees for custom platform for Blair NE</i>	\$3,000	<i>Annual Subscription: Web Chat w/ Multi Language</i>	\$7,100
<i>Annual Subscription: Web Chat w/ Multi Language</i>	\$7,000	Year 1 Total:	\$7,100
Year 1 Total:	\$10,000		

Year 1

The pricing is reflected in the table above.

Implementation Fee: Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation. Breakdown: This Cost considers installation fees as well as all costs associated with training and implementation with the City staff. Citibot will invoice this payment October 1, 2026.

1. Web Chat Annual & Multi-Language Translation Subscription: *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment October 1, 2026.

Year 2

The pricing for Year 2 is reflected on the table above and is defined by the language in the Year 1 description above for each service category.

4. **Representation and Warranty.** Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Nebraska.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Nebraska Freedom of Information regulations, and that Citibot must comply with the public records laws of the State of Nebraska.

Blair, NE

Citibot, Inc.

Signed

CEO, W. Bratton Riley

Date

Date