

# SERVICES AGREEMENT



**Prepared for:** City of Santa Fe

**City of Santa Fe Item #22-0487**

**Prepared by:** Robert Lake,  
Info-Tech Research Group

Email: rlake@infotech.com  
Phone: 1-888-670-8889 ex 2389

**Date:** Sept 9, 2022

---

## Service Overview:

MyPolicies is a web-based solution to create, distribute and manage corporate policies, procedures and forms. Our solution provides policy managers with the tools they need to mitigate the risk of sanctions and reduce the administrative burden of policy management. It also enables employees to find the policies, procedures and forms relevant to them and build a culture of compliance.

### Policy Creation

Creating policies can be accomplished through three simplified methods; uploading your policies, refining a policy from our 250 best practice policies or starting from scratch from our policy template. Advanced tools for document search, version history and redlining capabilities make myPolicies the most easy-to-use software for policy authors.

- **Searchable Centralized Repository**

Full text search and document tags enable your employees to find the documents relevant to them.

- **250+ Best Practice Templates**

Leverage our road-tested policy templates and never write another policy from scratch again.

- **Version History**

myPolicies saves a historical copy of each document every time a critical action is taken on it.

## Policy Management

myPolicies software design has made it easy for policy authors to group, assign and forward policies across your organization. Using a single source library to centralize all documents makes it simple to retrieve, distribute and manage all policies, procedures and forms. Employees will find the immediate benefits of transparency and access to all their policy while enjoying the two-way communication to the policy author for asking questions, posting concerns and reporting on an incident.

- **Automated Policy Distribution**

Easily assign policies to individual employees or groups for sign-off and follow up with overdue assignments.

- **Controlled Access**

Grant policy readers, authors and owners' access to only the documents you want them seeing.

- **Two-Way Communication**

myPolicies gives employees and policy owners the opportunity to share their feedback and respond accordingly.

## Policy Tracking & Reporting

With digital signoffs, policy measurement is now easy and reliable for tracking and reporting. Tracing document life cycles, tracking assignments and measuring user acknowledgements are all have audit-ready reporting, beneficial for your company's compliance requirements. Additionally, users can find and track their own policy library through an automated personalized policy handbook.

- **Digital Sign-off**

Stop chasing down and storing stacks of paper signatures and start leveraging digital sign-offs.

- **Audit Ready Reports & Logs**

Satisfy audit requirements with one click reporting and employee action logs.

- **Policy Handbook**

Create PDF policy handbooks for employees that prefer a hardcopy to digital.

## Pricing:

Service Agreement between Info-Tech Research Group Inc. and City of Santa Fe.

**Service Agreement Date:** September 31, 2022  
**Info-Tech Contact:** Robert Lake  
**Account Name:** City of Santa Fe  
**Agreement Expiry Date:** Sept 31, 2023

### ANNUAL MEMBERSHIP

---

This agreement is for a 1 -year period, with an invoice schedule as outlined below (all prices USD currency are subject to applicable taxes). A multi-year agreement provides a guaranteed price for the term of the agreement.

<b>2022 Invoice Date</b>	Sept 12, 2022	<b>Annual Total</b>	\$9,600 USD
<b>Subscription Description</b>	<b>myPolicies</b> - web based policy management software Includes: Video up to 10GB	<b>Set- Up Fees</b>	\$0.00
<b>Subscription Term</b>	1-Year	<b>Subscription Expiry Date</b>	September 31, 2023

1-YEAR MEMBERSHIP

THE SIGNATURE BELOW AFFIRMS YOUR COMMITMENT TO PAY FOR THE SERVICES ORDERED IN ACCORDANCE WITH THE TERMS OF THIS SERVICE AGREEMENT AND IN ACCORDANCE WITH THE TERMS OF USE.

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE DATE: \_\_\_\_\_

Terms of Service:

Services listed in this Service Agreement are provided under the MyPolicies Terms of Use ("Terms of Use"), a copy of which is attached at Exhibit A. By signing this Service Agreement you agree to pay the fees set out herein for the term indicated above by the service start and end date. By signing this Service Agreement, you indicate your agreement to the terms of this Service Agreement and the Terms of Use, and you represent that you have the authority to bind the customer organization to whom the Service Agreement is addressed, both in the context of this Service Agreement and the Terms of Use. Any terms and conditions on any purchase order are void and of no legal effect. In the event of any conflict between the terms of this Service Agreement and the Terms of Use, the Terms of Use shall govern.

Payment Terms:

Except where otherwise indicated, the fees and amounts payable listed on this Service Agreement are exclusive of all taxes, levies, or duties imposed by taxing authorities. Where taxes, levies or duties are applicable but have not been collected by Info-Tech, you are responsible for payment of all applicable taxes, levies or duties except for income taxes imposed on Info-Tech.

## **Exhibit A - myPolicies Terms of Use**

This document states the terms and conditions under which you may use this website and the Services, which are the property of myPolicies, a division of Info-Tech Research Group Inc., a corporation incorporated pursuant to the laws of Canada ("myPolicies").

Your use of this site and the Services constitutes acceptance of these terms and conditions. Registered users will be provided with a username and password to access and use the secure portal within the myPolicies website (the "Secure Portal"). If User wishes to utilize Single Sign On (SSO), myPolicies would be pleased to work with a SSO provider of User's choice. If you are accessing this site or any mobile application thereof, these Terms of Use

("Terms") govern your access and use of the myPolicies website, its successor domains and any mobile application of the myPolicies website (collectively the "Site").

Please take the time to read these Terms carefully. The Terms describe how you may use this Site and what you must refrain from doing while using this Site. The Terms also describe how information you contribute will be shared, who owns information on the Site and other important matters relating to your use of the Site. By accessing and/or using this Site you acknowledge that you have read and understood these Terms, and that you agree to be legally bound by the Terms. We ask that you review the Terms regularly, as we reserve the right to make changes to the Terms without giving you prior notice. For your reference, we will post when the Terms were last updated. Accessing and/or using the Site after modification of the Terms shall constitute acceptance of the Terms.

In these Terms, "us", "we", "our" and myPolicies refers to myPolicies, a division of Info-Tech Research Group Inc., a corporation incorporated pursuant to the laws of Canada. When "you" or "your" is stated in these Terms, it refers to the person accessing and/or using the Site and to any person contributing content in any manner to the Site. If you are accessing the Site on behalf of an organization, including a business, "you" refers to the organization you are working on behalf of and the organization agrees to be bound by these Terms to the fullest extent allowable by applicable law. When you are agreeing to these Terms on behalf of an organization, your agreement to these Terms also signifies to us your authority to bind the organization for the purposes of these Terms. "User" or "Users" refer to individuals who are authorized to access and/or contribute information to the Site, whether or not they are doing so on behalf of an organization. You further agree to nominate one individual as a contact for myPolicies. Communications regarding the Services will be between that contact and a contact provided by myPolicies.

## 1. General Use Restrictions

myPolicies services, advice, materials, products, websites and network (collectively the "Services") are to be used for the User's (meaning a named individual user that uses the publicly available Services, or is authorized by myPolicies in a service agreement to use the Services that require paid access) use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as myPolicies otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted rights of access.

The User will not use the Services for or knowingly transmit to myPolicies or upload to any myPolicies site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

The User SHALL NOT use the Services to anonymously report any type of harassment or abuse. Any anonymous complaints of harassment or abuse shall not be made via the Services, and User agrees to report any harassment or abuse to their supervisor or their Human Resources department, or the police, as required. Any anonymous reports of harassment or abuse made via the Services will not be acknowledged or acted upon.

## 2. Intellectual Property Rights including Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by myPolicies, a division of Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for his or her individual use, but may not distribute any articles, tools, templates or blueprints internally, subject to the exceptions below. The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works externally for any commercial or resale purposes.

We retain all right, title, interest, in and to any policy templates, report templates or any blueprints, documents, PowerPoint slides or outlines that may be provided as part of the Services ("myPolicies IP"). You obtain a royalty-free, transferable, fully paid up license to use and incorporate myPolicies' IP into the policies and reports you create using the Services.

"Work Product" in these Terms is defined as the customized policies or reports or other tangible results that you create through the use of the Services. You will own the Work Product as a whole, provided you do not resell it or allow it to be resold. You do not obtain any intellectual property interest in myPolicies IP, other than the limited license set out above. We reserve the right to review Work Product and to use any portion of the Work Product to improve the Services. We warrant that your identity and Confidential information will be held in strict confidence and will never form part of the Services.

When you upload any documents or policies to the Site ("Your IP"), you represent that you have all necessary rights and interests in and to such policies or reports necessary to share same with us, and you grant us and our affiliates the right to review Your IP and to use any portion of Your IP to improve the Services, provided we do not share your identity or Confidential information with any third parties.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without myPolicies' written permission, and without limiting the generality of the foregoing, the User will not:

- A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;
- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. use myPolicies name or any excerpts from the Services in the promotion of its products or services.

### 3. Users

Users must be authorized to use the Services by myPolicies. Users must maintain and protect the confidentiality of any password(s), and are responsible to ensure that the passwords are effective.

Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889 (US) or 1-844-618-3192 (CAN).

#### 4. Non-Disclosure of Confidential Information

In consideration of, and reliance upon, the covenants of the User and myPolicies herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information which is disclosed orally shall not be considered Confidential Information unless (i) it is identified as Confidential Information prior to such disclosure, and (ii) it is memorialized in writing within fifteen (15) days following such disclosure by the Disclosing Party. Information which is disclosed visually or in tangible form (whether by document, electronic media or other form) shall not be considered Confidential Information unless it is clearly marked as Confidential Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form). Information shall not be considered Confidential Information if:

- It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

Except as provided herein, "Confidential Information" shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, unlinked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-"Confidential Information" unless marked "Confidential".

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.

You acknowledge, consent and agree that myPolicies may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of myPolicies, its users and the public.

#### 5. Term

Many of the Services are "subscription" services that have a fixed term, and must be renewed at the end of the term. myPolicies may terminate a User's access at any time if the User or the entity paying for the User's access violates the terms of use or subscription or any other agreement with myPolicies. ~~Any early termination by the User of any subscription-based Service shall not entitle the User to any refund.~~

## 6. Cancellation

~~myPolicies Services cannot be terminated by the User during a contractual term.~~

## 7. Changes

myPolicies may change or discontinue any aspect of its Services at any time, including content or features. myPolicies also reserves the right to change the terms and conditions applicable to use of the Services. Use of the Services after such changes shall be deemed to be acceptance by User of such changes. These terms were last revised on June 1, 2020.

## 8. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable but myPolicies does not warrant the completeness, timeliness or accuracy of any information contained in the Services. myPolicies is an online policy management solution that streamlines the creation, approval, distribution, and monitoring of corporate policies, procedures, and forms developed in the context of a general business environment. Policies are to be modified by Users in the context of their own environment. The Site does not provide legal, accounting or other professional advice, nor should any advice from myPolicies be construed as such. We encourage you to seek professional advice whenever necessary, including, but not limited to, ensuring regulatory compliance for you or your organization. We do not warrant or otherwise guarantee that your use of the Services will ensure regulatory compliance in your jurisdiction or industry.

myPolicies expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although myPolicies takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, myPolicies cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

myPolicies does not endorse third party products or services.

## 9. Limitation of Liability

In no event is either party liable for any special, indirect, consequential, incidental, punitive or other damages however caused, whether in contract, tort, negligence, strict liability, operation of law or otherwise, (including without limitation damages for lost profits, business interruption or loss arising out of the use of or inability to use the Services, or any information provided in the Services, or claims attributable to errors, omissions or other inaccuracies in the Service or interpretations thereof), even if the party has been advised of the possibility of such damages. Both parties' total liability shall in no event exceed the amount paid by the User for the Service in question.

The User acknowledges that myPolicies has set its prices and sold the Services to it in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties. They shall apply even if the contract between the User and myPolicies is found to have failed in its fundamental or essential purpose or has been fundamentally breached.



## **10. Links to Third-Party Sites**

Any third party sites that are linked to the Services are not under myPolicies control. myPolicies is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. myPolicies provides links as a convenience only and such links do not imply any endorsement by myPolicies of those sites.

## **11. Investment Advice**

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and myPolicies assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

## **12. Governing Law**

This site and agreement is governed by the laws of the ~~Province of Ontario, Canada~~, Santa Fe, New Mexico excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against myPolicies shall take place in the courts of the ~~Province of Ontario~~. State of New Mexico. The parties attorn to the non-exclusive jurisdiction of the courts of ~~Ontario~~.New Mexico.

## **13. Privacy**

A User's right to privacy is of paramount importance to myPolicies. See our Privacy Policy for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

## **14. Contact Information**

myPolicies Support

Toll-free (US): 1-888-670-8889

Toll-free (CAN): 1-844-618-3192

International:+1-519-432-3550

## City of Santa Fe ADDENDUM

**This agreement incorporates the additional terms and conditions in the addendum between myPolicies (myPolicies) and the CITY OF SANTA FE (USER).**

### TERMINATION

This Agreement may be terminated by USER upon 30 days written notice to the myPolicies.

### INDEMNIFICATION

myPolicies shall indemnify, hold harmless and defend USER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from myPolicies's performance under this Agreement as well as the performance of myPolicies's employees, agents, representatives and subcontractor.

### NEW MEXICO TORT CLAIMS ACT

Any liability incurred by USER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. USER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

### APPLICABLE LAW; CHOICE OF LAW; VENUE

MYPOLICIES shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of USER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, myPolicies agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

### APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by USER for the performance of this Agreement. If sufficient appropriations and authorization are not made by USER, this Agreement shall terminate upon

written notice being given by USER to myPolicies. The USER's decision as to whether sufficient appropriations are available shall be accepted by myPolicies and shall be final.

**RELEASE**

myPolicies, upon acceptance of final payment of the amount due under this Agreement, releases the USER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. MYPOLICIES agrees not to purport to bind USER to any obligation not assumed herein by USER unless myPolicies has express written authority to do so, and then only within the strict limits of that authority.

**INSURANCE**

myPolicies shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. myPolicies shall furnish USER with proof of insurance of myPolicies's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than USER and myPolicies. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

**SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**Signature Lines required:**

City of Santa Fe:

John Blair  
John Blair (Oct 6, 2022 12:21 MDT)

John Blair, City Manager

Date: Oct 6, 2022

MYPOLICIES:

Robert Lake  
Robert Lake (Sep 14, 2022 13:41 EDT)

Name & Title

Date: \_\_\_\_\_

Attest:

Kristine Bustos Mihelcic

Kristine Bustos Mihelcic, City Clerk *XIV*

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Sep 22, 2022 13:12 MDT)

---

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily K. Oster (Oct 5, 2022 16:36 MDT)

---

Emily Oster, Finance Director