

RESOLUTION NO. 24 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and emma by Marigold which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as, “Professional Services Agreement between the City of Huntsville and emma by Marigold.” consisting of four (4) pages with the date of December 19, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 19th day of December, 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 19th day of December, 2024.

Mayor of the City of Huntsville,
Alabama



11 LEA AVENUE
NASHVILLE, TN 37210

Order Form

ORDER INFORMATION

Order Number:	Q-97635	Order Created Date:	8/23/2024, 1:03 AM
Prepared For:	City of Huntsville	Order Start Date:	1/1/2025

PRIMARY CONTACT

Name:	Kelly Schrimsher	Address:	City of Huntsville 305 Fountain Cir Sw Huntsville, Alabama 35801-4240 United States
Email:	kelly.schrimsher@huntsvilleal.gov		
Phone:	256-427-5006		

BILLING CONTACT

Name:	Kelly Schrimsher	Address:	305 Fountain Cir Sw Huntsville, Alabama 35801-4240 United States
Email:	kelly.schrimsher@huntsvilleal.gov		
Phone:	256-427-5006		

ORDER TERMS

By signing this Order Form, I confirm that the primary and billing contact information listed above is correct.

Application Id:	1780820
Customer PO # (if required):	
Payment Term:	Net 30
Quote Expiration Date:	12/31/2024
Currency:	USD

Product Name	Quantity	Start Date	End Date	Monthly Sales Price	Payment Frequency	Total Sales Price
Private Branding Add-On	1.00	1/1/2025	12/31/2025	USD 0.00	Monthly	USD 0.00
Emma Corporate	50,000.00	1/1/2025	12/31/2025	USD 490.00	Monthly	USD 5,880.00
Period 1 Total Amount						USD 5,880.00

Governing Agreement

This Order Form is governed by the Services Agreement located at www.meetmarigold.com/services-agreement/ (the "Agreement") and incorporated herein by reference. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. By signing below you acknowledge that, (a) you have read, understood and agree to the Agreement, (b) you have the authority to bind your company or other legal entity to this Order Form, and (c) you agree to pay the Fees set forth herein.

Product Name	Detail
Emma Corporate	<p>Email solution that permits scheduling and sending of unlimited email campaigns to the number of Unique Contacts listed in the product table. Includes 10 sub-accounts, unlimited User credentials, and 6 role (user permission) types.</p> <p>A "Unique Contact" means each unique email address with a status listed as "Active" in the Audience section of Customer's sub-accounts at any point during the calendar month. Unique email addresses archived prior to the start of a calendar month will not be considered a Unique Contact for that month. If a unique email address exists in multiple sub-accounts, it will only be counted once per parent account.</p>

Overage Detail

Emma Corporate	Overage will be Invoiced at \$0.03 (USD) per contact
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Renewal:

Except where prohibited by applicable Law, this Ordering Document and all non-expiring items added during the course of the Order Term, shall automatically renew for additional periods equal in duration to the original Order Term or one year, whichever is greater, unless either party gives the other notice of non-renewal at least 30 days before the end of the Order Term (or, if applicable, any renewal of the Order Term).

Fees at Renewal: Unless otherwise stated on this Order Form, fees for renewal terms will be set at 7% over the immediately preceding Order Term (exclusive of Sales tax) for the same products and quantities. Except any fees that are designated in this Order Form as promotional or 'one-time', no fee change will be effective until renewal of that Service. Upon expiration of the applicable Order Term, Customer will automatically be charged in accordance with the payment method specified on this Order Form for renewal unless Customer terminates its account in accordance with the Agreement.

Usage-Based Fees: Customer acknowledges and agrees that fees for certain features of the Services may be assessed based on Users' actual usage of those features. Customer agrees to pay for Users' usage of any such features.

Taxes:

All fees stated in this Order Form are exclusive of any applicable taxes ("Customer's Taxes"). If Company has the legal obligation to pay or collect Customer's Taxes, Company will invoice Customer and Customer shall pay for Customer's Taxes. If Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority, Company shall not invoice Customer for Customer's Taxes. Customer shall pay Customer's Taxes according to Company's invoice with no reduction or offset in the amounts payable to Company. Customer shall promptly reimburse Company for any and all of Customer's Taxes (and any applicable penalties) that Company is required to pay in connection with the Agreement upon receipt of Company's invoice.

Custom Terms:

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Custom Terms:

Notwithstanding anything to the contrary in the Agreement, for purposes of this Order Form, the Agreement is hereby expressly amended as follows:

1. Section 2.C (Agreement Modifications) is hereby deleted in its entirety and replaced with the following:

"Agreement Modifications. The Agreement extant upon mutual execution of an Ordering Document shall govern Your use of the Services. Upon renewal of an Ordering Document, the Agreement in effect on such renewal date will apply to the entirety of the renewal term. No modification, addition, deletion or waiver of any rights under this Agreement will be binding on a party unless: (a) made in writing; (b) clearly understood by the parties to be a modification, addition, deletion or waiver; and (c) signed by a duly authorized representative of each party."

2. Section 6.F (Publicity) is hereby deleted in its entirety and replaced by the following:

"Publicity. Upon Customer's prior written consent, Company may reference Customer in marketing and public relations materials, including a press release announcing Customer as a customer. Customer hereby grants Company a nonexclusive, worldwide license to use and display Customer's trademarks, trade names and logos in connection with the foregoing."

3. Section 10 (Indemnification) is hereby deleted in its entirety, and replaced with the following: "Intentionally Omitted".

4. Section 12.A (Term) is hereby deleted in its entirety and replaced with the following:

"Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, will continue to apply to all Ordering Documents for the duration of such Ordering Documents and Customer's obligations pursuant to this Agreement will continue to apply to any use of the Services by a User."

5. In Section 13.G (Governing Law), the phrase, "The Laws of the State of New York, excluding its conflict of Laws rules," shall be replaced with, "The Laws of the State of Alabama, excluding its conflict of Laws rules."

Emma

City of Huntsville

Signature:

Signed by:
Prasannaa Ganesan
96F0710F97B24D4

Signature:

Name:

Prasannaa Ganesan

Name:

Title:

President & GM Commercial Business

Title:

Date:

December 16, 2024

Date: