

SOFTWARE AS A SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING SOCIAL GLASS'S SERVICES. BY ACCESSING OR USING SOCIAL GLASS'S LOCAL PORTALS SOFTWARE OR SERVICES OFFERING, YOU ("CUSTOMER") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

This Software as a Service Agreement ("Agreement") is entered into on this date September 15, 2021 ("Effective Date") between The Town of Purcellville, Virginia, ("**Customer**"), a municipal corporation, with an address of 221 South Nursery Ave., Purcellville, VA, 20132, and Social Glass Inc., ("**Social Glass**"), a Delaware corporation, with its principal place of business at 465 Jackson St, Albany, CA, 94706. Social Glass and Customer agree that the following terms and conditions will apply to the software services provided under this Agreement.

1. DEFINITIONS

"**Administrator User**" means each Customer employee designated by Customer to serve as administrator of the SaaS License on Customer's behalf.

"**AUP**" means Social Glass's acceptable use policy.

"**Customer Content**" or "**Customer Data**" means all data in electronic form input or collected through the System by or from Customer, including without limitation by Customer's Users.

"**Documentation**" means the user guides, online help, training materials and other documentation provided or made available by Social Glass to Customer regarding the use or operation of the SaaS License.

"**Local Portal**" or "**System**" means a collection of government and business public commercial data based on region or location for the purposes of providing software services comprising online cataloging, classification, labeling, payment processing, and transaction management systems for government customers, business customers and other users that will be granted access to the SaaS License set forth in this Agreement.

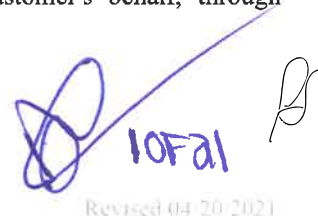
"**Maintenance Services**" means the support and maintenance services provided by Social Glass to Customer pursuant to this SaaS Agreement and Exhibit B.

"**Software**" means the object code version of any software to which Customer is provided access as part of the SaaS License, including any updates or new versions.

"**SaaS License**" refers to the specific Social Glass's internet-accessible service that provides use of Social Glass's Local Portal software hosted by Social Glass or its services provider and made available to Customer on a term-use basis.

"**Subscription Term**" shall mean that period during which Customer will have on-line access and use of the Software through Social Glass's SaaS License. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

"**User**" means any individual or organization who uses the System on Customer's behalf, through Customer's account or passwords, or by Customer's facilitation.



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2. SAAS LICENSE

- 2.1. During the Subscription Term, Customer will receive a non-exclusive, non-assignable, royalty free, worldwide right to access and use the SaaS License subject to the terms of this Agreement and up to the number of seats and users documented in this Agreement and its Exhibits.
- 2.2. Customer acknowledges that this Agreement is a Software as a Service agreement, and that Social Glass will not be delivering copies of the Software to Customer as part of the SaaS License.

3. RESTRICTIONS

Customer shall not: (i) copy or republish the SaaS License or Software, (ii) make the SaaS License available to any person other than authorized users, (iii) modify or create derivative works based upon the SaaS License or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS License or in the Documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS License, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS License or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Social Glass shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Social Glass.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Acceptable Use. Customer shall comply with the AUP. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System; or (e) engage in web scraping or data scraping on or related to the System, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section, Social Glass may suspend Customer's access to the System without advanced notice, in addition to such other remedies as Social Glass may have. Neither this Agreement nor the AUP requires that Social Glass take any action against Customer or any User or other third party for violating the AUP, this Section, or this Agreement.
- 4.2. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the System. Customer shall notify Social Glass of any known or suspected unauthorized use of the System or breach of its security and shall attempt to stop said breach.
- 4.3. Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. Social Glass shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.
- 4.4. Users & System Access. Customer is responsible and liable for: (a) Customer's 'use of the System.
- 4.5. Customer Input. Customer is responsible for collecting, inputting, and updating all Customer Content and Data used and stored by Social Glass, and for making reasonable efforts to ensure that the Customer Content does not (i) include anything that actually infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain information or material that is defined by applicable law as obscene, defamatory, or harassing. Customer shall: (i) notify Social Glass of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Social Glass and use reasonable efforts to stop any unauthorized use of the System that is known

or suspected by Customer, and (iii) not provide false identity information to gain access to or use the System.

- 4.6. License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Social Glass a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS License to Customer. The license granted by the Customer shall immediately terminate upon the termination of this Agreement.
- 4.7. Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. Social Glass or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Social Glass programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement and not under this Agreement.
- 4.8. Suggestions. Social Glass shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS License any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the SaaS License.
- 4.9. Assistance. Customer agrees to provide reasonable information and assistance to Social Glass to enable Social Glass to deliver the SaaS License. Customer acknowledges that Social Glass's ability to deliver the SaaS License in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of information and assistance provided by Customer.
- 4.10. Compliance with Laws. Customer and Social Glass shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS License, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Social Glass exercises no control over the content of the information transmitted by Customer or users through the SaaS License. Customer shall not intentionally upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

5. PAYMENT

- 5.1. License Fees. Customer shall pay the fee set forth (the "License Fee") for each Term. Social Glass's invoices are due within 30 days of issuance. For late payment, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 10% per month or the highest rate permissible under applicable law. Social Glass will not be required to refund the Subscription Fee under any circumstances. See Exhibit A.
- 5.2. Portal Transactions: There will be a maximum 5% transaction fee per transaction payable by the Customer and Users.
- 5.3. Taxes. Social Glass acknowledges that the Customer is a tax exempt municipal corporation and that the Customer is not responsible for the tax obligations of Social Glass, users, or any third party under this Agreement.

6. TERM AND TERMINATION

- 6.1. Term of SaaS Agreement. The term of this Agreement (the "Term") will commence on the Effective Date and continue for a period of one (1) year. Thereafter, the Term may renew for successive periods if either party requests renewal in writing to the other party at least thirty (30) days prior to termination and the other party agrees in writing to renew the Agreement for a successive period.



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- 6.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach
- 6.3. Termination for Non-Appropriation. Social Glass acknowledges and agrees that this Agreement shall immediately terminate without any penalties to the Customer if the governing body of the Customer does not appropriate funding for this Agreement.
- 6.4. Suspension for Non-Payment. Social Glass reserves the right to suspend delivery of the SaaS License if Customer fails to timely pay any undisputed amounts due to Social Glass under this SaaS Agreement, but only after Social Glass notifies Customer of such failure and such failure continues for thirty (30) days. Suspension of the SaaS License shall not release Customer of its payment obligations under this SaaS Agreement. Customer agrees that Social Glass shall not be liable to the Customer for any liabilities, claims or expenses arising from or relating to suspension of the SaaS License resulting from Customer's nonpayment.
- 6.5. Suspension for Ongoing Harm. Social Glass reserves the right to suspend delivery of the SaaS License if Social Glass has detailed and significant evidence that Customer's use of the SaaS License is causing immediate and ongoing harm to Social Glass or others. In the extraordinary case that Social Glass must suspend delivery of the SaaS License, Social Glass shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Social Glass shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS License in accordance with this Section. Nothing in this Section will limit Social Glass's rights under Section 6.5 below.
- 6.6. Effect of Termination.
- (a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, Social Glass shall immediately cease providing the SaaS License and all usage rights granted under this SaaS Agreement shall terminate. Upon termination the Customer shall immediately cease all payments to Social Glass under the SaaS Agreement or any other Agreement with Social Glass.
 - (b) If Social Glass terminates this SaaS Agreement due to a material breach by Customer, then Customer shall pay to Social Glass all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by Social Glass, then Social Glass shall immediately repay to Customer all pre-paid amounts for any unperformed SaaS License scheduled to be delivered upon the date of the material breach and following the termination date.
 - (c) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement ("SLA") for the SaaS License is set forth in Exhibit C hereto. The SLA sets forth Customer's sole remedies for availability or quality of the SaaS License including any failure to meet any guarantee set forth in the SLA only and will have no limiting effect upon any remedies available to the Customer for any breach, negligence, or non-performance by Social Glass under this Agreement.

8. REPRESENTATIONS & WARRANTIES




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- 8.1. From Social Glass. Social Glass represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the System set forth in this Agreement without the further consent of any third party. Social Glass's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Social Glass. In the event of a breach of the warranty in this Section 8.1, Social Glass, at its own expense, shall promptly take the following actions: (a) secure for Customer the right to continue using the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination.
- 8.2. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a municipal corporation authorized to do business pursuant to the laws of the Commonwealth of Virginia and any other applicable law.

9. LIMITATIONS OF LIABILITY

- 9.1. Excluded Damages. Except with regard to breaches of Article 11 (*Confidential Information*), IN NO EVENT WILL SOCIAL GLASS BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS.

10. INDEMNIFICATION

- 10.1. Indemnification by Social Glass. If a third party makes a claim against Customer that the SaaS License infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Social Glass's negligence or misconduct has caused bodily injury or death, Social Glass shall defend Customer and its directors, officers and employees against the claim at Social Glass's expense and Social Glass shall pay all losses, damages and expenses (including reasonable attorneys' fees) awarded against such parties or agreed to in a written settlement agreement signed by Social Glass and the Customer, to the extent arising from the claim. Social Glass shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS License not authorized by Social Glass, or (c) use of the SaaS License other than in accordance with the Documentation and this SaaS Agreement. Social Glass may, at its sole option and expense, procure for Customer the right to continue use of the SaaS License, modify the SaaS License in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.
- 10.2. Conditions for Indemnification. If the Customer seeks indemnification under this section, the Customer shall (a) notify Social Glass of the claim, (b) Social Glass shall be responsible for the defense and settlement of the claim at its sole cost and expense, and (c) provide assistance and information reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

- 11.1. Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of

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initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. Social Glass software and Documentation are deemed Confidential Information of Social Glass.

- 11.2. Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.
- 11.3. Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties or as required by law; provided, however, that each party may also specifically disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12. CUSTOMER & DATA PRIVACY

- 12.1. Use of Customer Data. Unless it receives Customer's prior written consent, Social Glass: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third party access to Customer Data, including without limitation Social Glass's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Social Glass may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Social Glass shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. As between the parties, Customer retains ownership of Customer Data.
- 12.2. Social Glass Data Obligations. In performing the SaaS License, Social Glass will comply with the Social Glass Privacy Policy, which is available at <https://commerce.glass/privacy-policy/> and incorporated herein by reference. The Social Glass Privacy Policy is subject to change.; however, Social Glass policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer Data in connection with the

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SaaS License. Social Glass reserves the right to provide the SaaS License from host locations, and/or through use of subcontractors, worldwide. Social Glass will only process Customer Data in a manner that is necessary to provide SaaS License and only for that purpose. Social Glass will only process Customer Data in delivering Social Glass SaaS. Customer agrees to provide any notices and obtain any consent related to Social Glass's use of the data for provisioning the SaaS License, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.

- 12.3. Privacy Policy. The Privacy Policy applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by Social Glass's staff.
- 12.4. Data Accuracy. Social Glass will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including Customer Data.
- 12.5. Data Deletion. Social Glass may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.
- 12.6. Aggregate & Anonymized Data. Notwithstanding the provisions of this Article, Social Glass may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data only with the prior written permission of the Customer. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users or customers.)

13. GENERAL PROVISIONS

- 13.1. Non-Exclusive Software. Customer acknowledges that the SaaS License is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Social Glass's ability to provide the SaaS License or other technology, including any features or functionality first developed for Customer, to other parties.
- 13.2. Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement and subcontractors shall comply with all terms and conditions and provisions of this Agreement.
- 13.3. Notices. Social Glass may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received two (2) business days after they are sent.
- 13.4. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 13.5. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.6. Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.
- 13.7. Entire SaaS Agreement. This SaaS Agreement (including all Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties,

concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended only by mutual agreement and solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

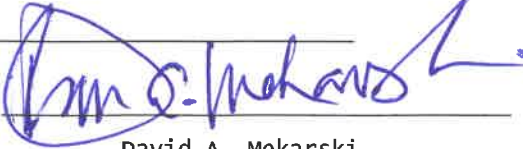
- 13.8. Publicity. Social Glass may include Customer's name and logo in its customer lists and on its website only upon prior written permission from the Customer. Upon signing, Social Glass may issue a high-level press release announcing the relationship and the manner in which Customer will use the Social Glass solution with the Customer's permission. Social Glass shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release.
- 13.9. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS License. Both parties agree that such export control laws govern the use of the SaaS License (including technical data) and any services deliverables provided under this Agreement, and both parties agree to comply with all such export laws and regulations. Both parties agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
- 13.10. No Third Party Beneficiaries. This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.
- 13.11. Independent Contractor. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 13.12. Statistical Information. With the prior written permission of the Customer, Social Glass may anonymously compile statistical information related to the performance of the Software services for purposes of improving the SaaS License, provided that such information does not identify Customer's data or include Customer's name.
- 13.13. Governing Law. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the laws of the Commonwealth of Virginia, including applicable federal law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of the Commonwealth of Virginia. This Section governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.14. Compliance with Laws. Social Glass shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS License, including those laws related to data privacy, international communications, and the transmission of technical or personal data.
- 13.15. Dispute Resolution. Customer's satisfaction is an important objective to Social Glass in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within five (5) days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.
- 13.16. Signatures. This SaaS Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this SaaS Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.



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IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

By: 
 Name: David A. Mekarski
 Title: Town Manager
 Date: September 15, 2021


SOCIAL GLASS, INC.
 By: 
 Name: Paola Santana
 Title: Chief Executive Officer
 Date: September 15, 2021

EXHIBIT A

SAAS ANNUAL LICENSE FEES

Solution	Features	Quantity	Reg Price	Pilot Program
Local Portal	Custom Portal Set-Up Content Optimization User Flow Adjustments	1 Local Portal	\$10,000.00 per year	\$5,500.00 per year
Local Licenses	Managers & Buyers Tracking Systems & Dashboards Admin/User Permits & Restrictions City's Socio-Economic Goals Tracking	5 Users	\$1,500.00 per license per year	\$7,500.00 per year
Local Concierge	Real-Time Purchasing Outreach Comparison & Assistance	1 Concierge	\$5,500.00 per year	Included
Local Quotes	Standardized & Verified Quotes Quotes Comparison	Unlimited	\$5,500.00 per year	Included
Local Vendors	Dynamic Directory & Database Vendor Onboarding & Screening Digital Labeling, Tagging & Verification Stamp Digital Catalogs Set-Up Existing Vendor List Conversion New Local Vendor Outreach Successful Transaction Fee	Up to 2,000 Vendors	Included with 5 users	Included
Data & Reports	Central Repository of Transactions Insights on Purchasing Activities Downloadable Reports	Unlimited	Included	Included
Training	Onboarding & Implementation Training New features webinars	Up to 2 hours per user per session	Included	Included
Support Level I	Assigned Account Manager 24/7 Customer Support	Unlimited	Included	Included
TOTAL before discount			\$28,500.00	\$13,000.00
TOTAL				\$10,000.00

EXHIBIT B

SUPPORT SERVICES

1. Support Services

Support Services are included in the SaaS License subscription fees described on Exhibit A, and entitle the Customer to the following:

- (a) Telephone or electronic support in order to help Customer locate and correct problems with the Local Portal.
- (b) Bug fixes and code corrections to correct Software malfunctions preventing the regular use of the System.
- (c) All extensions, enhancements and other changes that Social Glass, at its sole discretion, makes or adds to the Software and which Social Glass furnishes, without charge, to all other Subscribers of the SaaS License.
- (d) Up to one (1) dedicated contact designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals

- Our Business Hours are 8am-5pm PST, Monday thru Friday, except holidays.
- "Fix" means the repair or replacement of Software component to remedy a Problem.
- "Problem" means a defect in Software as defined in Social Glass's standard Software specification that significantly degrades such Software.
- "Respond" means acknowledgement of Problem received containing assigned support personnel, date, time, and severity.
- "Workaround" means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer's use of the Software.
- Social Glass will respond to support enquiries within 24 business hours.

3. Accessing Support

Customer Support offers several ways to resolve any technical difficulties. In addition to online help located directly in the Local Portal via our Help Center, our Support team can be contacted via the Local Portal's Live Chat functionality, via email (support@commerce.glass), and via Hotline calling 1-341-333-6532.

EXHIBIT C

SERVICE LEVEL AGREEMENT

The Local Portal SaaS License will achieve System Availability (as defined below) of at least 90% during each calendar year of the Subscription Term. "System Availability" means the number of minutes in a year that the key components of the SaaS License are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from: (a) scheduled maintenance, (b) events of Force Majeure impacting the SaaS Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Customer or its users. Social Glass reserves the right to take the System offline for scheduled maintenance for which Customer has been provided reasonable notice.

If Social Glass fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, Social Glass will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected SaaS License for each 1% loss of System Availability below the stated SLA. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of SaaS License and Social Glass's failure to meet System Availability.

EXHIBIT D

LOCAL PORTAL VALUE PROPOSITION & FUNCTIONALITIES



COMMERCE

Your Local Government Portal. Powering Your Local Economy.

Taking Your Buy Local Program To The Next Level.

Functionality	Santa Fe Springs' Local Portal
Local Vendor Preference	✓ Enhanced functionality
Vendor List	✓ Dynamic & updated
Local Vendor List	✓ Dynamic & updated
Vendor Registration	✓ Simple & easy
Vendor Updates	✓ Simple & easy
Vendor Catalog & Prices	✓ Digital portal for all vendors
Vendor Labels & Tags	✓ Vendor tags
Vendor Onboarding Outreach	✓ Relationship support for vendors
Best Performance, Ratings & Reviews	✓ Feedback & monitoring
Price Match Request	✓ Automatic alerts sent to vendors
Socio-Economic Tracking	✓ Automatic & easy to use dashboard
Buyer Savings Reports	✓ Automatic
Purchase Card System & Tracking	✓ Automatic at a glance on time & tracking
Manager's Dashboard Control	✓ Complete overview of system & data
Direct Purchase System	✓ One stop portal
Petty Cash System	✓ One stop portal
Auto Notifications	✓ Order status tracking & alerts
24/7 Customer Support	✓ 24/7 Support - Live Chat


BOFAI 
Revised 04/20/202

COMMERCE

Your Local Government Portal: Powering Your Local Economy

Tangible Outcomes that advance Town of Purcellville's mission.

FIRST. Launching Your First Local Portal

- Where Government Buyers can easily discover, connect and buy from local vendors.
- Where Local Vendors can easily display, update and sell their products and services.

SECOND. Accessing Your Local Vendors

- Browse through a dynamic and always-updated directory and catalog.
- Attract more qualified vendors that want to do business with your city.

THIRD. Proving Convenience

- Seamlessly search, sort, and order from local vendors without the pain of checking multiple lists, tracking your email, or receiving incomplete quotes and information.

FOURTH. Proving Local

- Power your local vendors with the right tools so making local purchases becomes the smartest, fastest and best investment of your taxpayers' money.

FIFTH. Proving Real Value

- Access and publish your comparative data to understand and educate on cost-efficiencies and savings derived from high-quality local purchases.

Next Steps

- 1 Week - Local Portal Set-Up
- 1 Week - Local Vendors Set-Up
- That's it - The Town of Purcellville is All Set!

EXHIBIT E

LOCAL PORTAL VENDOR PROGRAM & BENEFITS

See Vendor Program 2021 Brochure, attached.

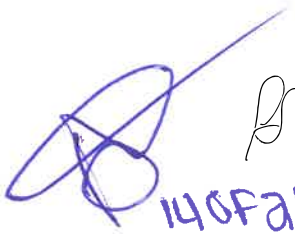

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EXHIBIT F

MANADATORY STATE CONTRACT PROVISIONS

1. **Compliance with federal, state, and local immigration law.** During the term of the

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Agreement, Social Glass does not and shall not during the performance of the Agreement for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

§ 2.2-4311.1 of the Code of Virginia, as amended.

2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under

Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

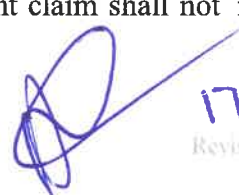

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Compliance with state law, foreign and domestic businesses authorized to transact business in the Commonwealth of Virginia. If the contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited

liability partnership, the contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. § 2.2-4311.2 of the Code of Virginia, as amended.

3. **No Discrimination Against Faith-Based Organizations.** The Town of Purcellville does not discriminate against faith-based organizations as that term is defined § 2.2-4343.1 of the Code of Virginia, as amended.

4. Payment Clauses Required by Va. Code § 2.2-4354

- A. Social shall take one of the two following actions within seven days after receipt of amounts paid to the Social by the Town for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or (b) notify the Town and subcontractor, in writing, of the Social Glass' intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. Pursuant to Virginia Code § 2.2-4354, Social Glass that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the Town. Pursuant to Virginia Code § 2.2-4354, Social Glass who is an individual contractor shall provide his/her social security numbers to the Town.
- C. Social Glass shall pay interest to its subcontractors on all amounts owed by the Social Glass that remain unpaid after seven days following receipt by Social Glass of payment from the Town for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
- D. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Agreement interest shall accrue at the rate of one percent per month.
- E. Social Glass shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- F. Social Glass' obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the Town. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

 170F21
Revised 04/20/2021 

5. Employment discrimination by contractor prohibited; required contract provisions. All public bodies shall include in every contract of more than \$10,000 the following provisions:

During the performance of this contract, Social Glass agrees as follows:

- a. Social Glass will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Social Glass. Social Glass agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Social Glass, in all solicitations or advertisements for employees placed by or on behalf of Social Glass, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Social Glass will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

§ 2.2-4311 of the Code of Virginia as Amended.

6. Drug-free workplace to be maintained by contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, Social Glass agrees to (i) provide a drug-free workplace for Social Glass employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Social Glass' workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Social Glass that Social Glass maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of

work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

§ 2.2-4312 of the Code of Virginia, as amended.

EXHIBIT G

INSURANCE REQUIREMENTS

1. Insurance Requirements

- a. At all times during the term of this Agreement, Social Glass will maintain a general liability policy with not less than \$2,000,000 combined single limits per occurrence with excess general liability (umbrella) coverage with a combined minimum limit of \$3,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Social Glass's general liability and excess liability policies must be endorsed to name the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary and without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Social Glass's insurance company. A notation of additional insured status on the Certificate of Insurance is not sufficient. Prior to the commencement of work under the Agreement, Social Glass shall provide the Town with a Certificate of Insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.

- b. At all times during the term of the Agreement, Social Glass will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for Social Glass to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. Social Glass will also carry employers' liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee. Prior to the commencement or any work under the Agreement, Social Glass shall provide the Town with a Certificate of Insurance evidencing compliance with all insurance requirements under

this paragraph.

- c. At all times during the term of this Agreement, Social Glass will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written only with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be endorsed as an additional insured on the Social Glass's automobile liability policy. The endorsement must be issued by Social Glass's insurance company. A notation on the Certificate of Insurance is insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Agreement, Social Glass shall provide the Town with a Certificate of Insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- d. At all times during the term of the Agreement, Social Glass will maintain cybersecurity and privacy liability insurance with a limit of at least \$1,000,000. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. Social Glass shall provide the Town with a Certificate of Insurance evidencing compliance with all insurance requirements under this paragraph.
- e. All coverages required herein are to be evidenced by a Certificate of Insurance issued by Social Glass's insurer or insurance agent. The Town's additional insured status must be by endorsement to Social Glass's insurance. A copy of the Certificate of Insurance and all required additional insured endorsements must be provided to the Town. The endorsement(s) naming the Town as an additional insured must remain in force during the entire term of the Agreement.
- f. The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided or available to the Town.
- g. Waiver of subrogation required. Social Glass's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, and workers' compensation policies. The waiver of subrogation must be specified and properly indicated on the Certificate of Insurance.
- h. Social Glass's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following



three methods:

1. A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
 2. A separate endorsement specifying the notice required, or
 3. A copy of a policy provision regarding such notice.
- i. Social Glass and any Sub-Contractor will not commence any work under the Agreement until the Town has received all required Certificates of Insurance and endorsements.
 - j. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities by Social Glass until all insurance requirements are met, at the sole discretion of the Town.
 - k. Social Glass shall require the same insurance coverage from its Sub-Contractors as the Town requires of the Contractor under this Agreement. Compliance by Social Glass and any of its Sub-Contractors with the insurance requirements under this Agreement shall not relieve Social Glass or any Sub-Contractors of their liabilities and obligations under this Agreement.
 - l. Nothing contained herein shall be construed to create a contractual relationship between the Town and any Sub-Contractor of Social Glass. Social Glass shall be fully responsible to the Town for the acts and omissions of Social Glass's employees, Social Glass's Sub-Contractors, and the employees of any Sub-Contractor.
 - m. In the event Social Glass cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed Social Glass at the time of Proposal submission.
 - n. If an "ACORD" Insurance Certificate form is used by the Social Glass's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.



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Revised 04/20/2021



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COMMERCE

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Glass Commerce Local Portal Report October 28, 2021

In an effort to help achieve success, Administration has been working with Glass Commerce (GC) as they initiate the roll-out of the Purcellville Local Vendor Portal. During this process several issues have arisen that Administration has worked to address. A summary of the issues is below:

1. There was an attempt by GC to recruit an Uber driver to perform deliveries of products purchased through GC. The recruitment effort was poorly executed, causing a misunderstanding that caused the Uber delivery driver to feel unsafe and to file a complaint with the Town. The issue also involved the staff of the Purcellville Library and the Town police department, who were called prior to the Administration becoming aware. -

Administration immediately responded to GC requesting cessation of this type of recruitment activity and GC notified Administration that they were modifying their recruitment practices.

2. Marketing and other portal emails were sent to Town staff by GC without the prior knowledge of Town management or IT Department generating staff concerns and complaints.
3. Marketing and other portal emails have been sent to local businesses and the members of the Purcellville Business Association (PBA) without the prior knowledge or review of the Town or the PBA. These emails were obtained from the PBA website, which is publicly available. However, the Town has received complaints from local businesses about the marketing effort, and the PBA has issued a notice to their membership regarding the portal.
4. The Town logo has been utilized by GC on their website without the prior written authorization of the Town as required by the Agreement. Administration will address this issue to ensure that any permitted use of the Town logo is not misleading or confusing and does not indicate that the Town is responsible for the implementation or operation of the local vendor portal.
5. GC's marketing emails do not provide an "unsubscribe" option which is required under federal law; this is being corrected. GC's marketing emails do not clearly indicate the source to be Glass Commerce, and not the Town or any other organization or group such as the PBA; this is being corrected. -
6. The Finance Department wants to ensure all businesses utilizing the Local Portal are located within the corporate limits of the Town and also properly licensed and in compliance with all procurement laws.

To address the above issues, Administration is expediting a top-level meeting with Glass Commerce. The goal is to resolve the issues, clarify that their marketing and recruitment procedures are consistent with the Agreement, all applicable laws and regulations, best business practices, and are not misleading.

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Re: Town of Purcellville & Glass - Nov 9th Meeting Recap & Action

Sent: November 10, 2021 1:08 PM

From: Gerardo Mateo

To: Mekarski, David; Kloeden, Marty;

CC: Paola Santana; Anthony Rivas; Wileska Rosario;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Correction in point #3: Purcellville Business Association (PBA)*

Best,
Gerardo

On Wed, Nov 10, 2021 at 10:05 AM Gerardo Mateo <gerardo.mateo@commerce.glass> wrote:
Hello David and Marty,

Thank you for meeting with us, for the feedback provided, and for the opportunity to work with the Town to make this initiative a success. We're taking action accordingly.

Attached I'm sending the *Purcellville Portal Monthly Report* I sent via email on Nov 1st, which you might not have received because my email address was blocked. **Please confirm receipt of this email, and that we've been unblocked.**

For the 6 issues discussed yesterday, here's the action we're taking moving forward:

1. *Uber driver:*

- We won't do tests without planning them well and informing the Town in advance.
- We won't use this as a hiring practice.

2. *Communications:*

- We will prevent this by communicating and getting a go-ahead from the directors/managers first, in writing.
- We will only send the communications that are approved in advance, to the people/groups approved.
- We won't conduct calls to staffers who are not involved/aware of this.
- The Purcellville Portal initiative should be on your website so everyone knows what this is about and that is legit. *Please confirm how/where/when you'd like to place it and we can provide you with a banner if needed.*

3. *PVA email:*

- We are including a disclaimer in all communications where the PVA is mentioned.

4. *Town logo on the Purcellville Portal:*

- We won't display your logo on the Purcellville Portal unless there's express permission to use it, *please confirm whether or not we can use it.*
- We are removing the click link that redirects to your website.

5. *Email solicitations:*

- We won't send unsolicited emails.
- Our emails will include an "Opt Out" option.

6. *Local Purcellville businesses only:*

- We will look into the other digits of the specific Purcellville zip code to make sure vendors onboarded are 100% Purcellville businesses, and request a Purcellville business license as part

of the vendor verification.

When you have the chance, please identify a Point of Contact or Project Manager I can be in touch with moving forward for communications and approvals.

If you have any additional comments, do not hesitate to reach out.

My best,

Gerardo Mateo

Government Local Portals

Success Lead

Glass Government Ecosystems

BOOK A DEMO

To Experience Our Government Products



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My best,



Gerardo Mateo

Government Local Portals
Success Lead

Glass Government Ecosystems

BOOK A DEMO

To Experience Our Government Products

Glass Commerce/ Purcellville Local Portal

1. On January 11, 2022 advertisements for the sale of firearm parts appeared in the “Related Products” section of the Purcellville Local Portal. Specifically, the items appearing were a “20/20 Stabilizer Conversion Kit for Glock with Holster + sling + grey” The products were listed by “CMS Tactical.” Please see the attached file “Purcellville Local Portal 1.11.2022” for screenshots.

The Town requests the following information regarding these listings:

- a. Where is the company CMS Tactical located? What is their local Purcellville business address? Are they duly licensed as a business within the Purcellville corporate limits?
- b. Why were their products displayed on numerous product pages on the Local Portal as a “Related Product” when firearm accessories would not be logically related to products such as guitars, motor vehicles, or computer equipment?
2. Please provide a list of all Purcellville businesses by name and address that are currently active and using the Local Portal website. For businesses with Post Office boxes and not physical addresses, please provide the information showing the business is located within the corporate limits of the Town of Purcellville.
3. Please provide a listing of the number of sales and total transaction amounts made through the Local Portal by Purcellville businesses since the portal activation. Please list this information by specific Purcellville business name and address.
4. Please describe in detail Glass Commerce’s vetting process for adding a new Purcellville business to the Local Portal including how their physical location, address, and Purcellville business licensure status are verified.
5. Please list all Purcellville businesses that have left the Local Portal since activation by name of business, address and reason for leaving if available.
6. On all product listings, please list the name of the Purcellville business that has listed the product as the vendor. For example, Shamrock Music Shoppe is listed as the vendor for the products they list. Please extend that practice to all Purcellville vendors listing products on the Local Portal. “Commerce Local Purcellville” is not an acceptable business and vendor listing as the Town wishes to know exactly which local Purcellville businesses are listing products on the Local Portal to assess effectiveness.
7. Please describe which local Purcellville businesses are the specific vendors for the following products currently listed under vendor “Commerce Local Purcellville:”
 - a. Power Stick Powder Fresh Scented Antiperspirant Deodorant, 1.7 oz. (Box of 24).

- b. Acer Travelmate Spin B3 computer.
- c. ASUS AX2700 Gigabit Wi-Fi 6 Router.

8. A Postal Patron advertising mailer was circulated locally during the Holiday Season by Glass Commerce in support of the Purcellville Local Portal. This mailer advertised a “Holiday Season Sale offering 10% off and free shipping on all orders.” Please provide the following information regarding this mailer:
- a. The transactions that utilized the 10% discount and free shipping by Purcellville local business name and each businesses’ dollar amount of product sales through the Local Portal during the Holiday Season Sale period.
 - b. All metrics generated to assess the effectiveness of the sale flyer campaign.
 - c. Please share with the Town future plans for similar marketing campaigns.

Vendors x Arm & Hammer Ultra Max Deodorant x +

commerce.glass/purcellville/products/medical-and-health/arm-and-hammer-ultra-max-deodorant-1-oz.-sticks/

BUYLOCAL Local e-commerce For Governments

What do you need today?

PRODUCTS SERVICES SIGN UP

Arm & Hammer Ultra Max Deodorant, 1 oz. Sticks (Box of 12)

Add to cart

Rate and review

★★★★★

Product

Accuracy

Punctuality

Customer service

Related Products

000BS - 20/20 Stabilizer Conversion Kit For Glock - with Holster + Sling - Grey
CMF TACTICAL
\$170.94

000BS - 20/20 Stabilizer Conversion Kit For Glock - with Holster + Sling - Tan
CMF TACTICAL
\$170.94

000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling
CMF TACTICAL
\$136.74

000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling - Grey
CMF TACTICAL
\$136.74

Type here to search

30°F 3:14 PM 1/11/2022

Vendors x Luminescence Unscented Floating Candles x Cart contents x cmf tactical - Google Search x +


commerce.glass/cart/

BUYLOCAL Local e-commerce For Governments

What do you need today?

NOTICE The product(s) have been updated successfully

Cart contents

Product	Unit price	Quantity	Total price
 000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling	\$136.74	1	\$136.74

REMOVE

Cart Summary

Subtotal \$136.74

Shipping cost [+ CALCULATE](#)

Taxes ⓘ

Total Tax (0%) \$0.00

Total \$136.74

[Proceed to checkout](#)

[Request a Quote](#)

[Continue shopping](#)

https://commerce.glass/index.php?dispatch=checkout.delete&cart_id=1059733215&redirect_mode=cart

Type here to search


30°F 3:20 PM 1/11/2022

BUYLOCAL Local E-commerce For Governments

What do you need today?

NOTICE The product(s) have been updated successfully

Cart contents

Product	Unit price	Quantity	Total price
 000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling	\$136.74	1	\$136.74

REMOVE

Cart Summary

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Shipping cost [+ CALCULATE](#)

Taxes ⓘ

Total Tax (0%) \$0.00

Total \$136.74

[Proceed to checkout](#)

[Request a Quote](#)

[Continue shopping](#)

https://commerce.glass/index.php?dispatch=checkout.delete&cart_id=1059733215&redirect_mode=cart

Type here to search

30°F 3:20 PM 1/11/2022

BUYLOCAL Local E-commerce For Governments

What do you need today?

PRODUCTS SERVICES [SIGN UP](#)

EVH STRIPED SERIES FRANKENSTEIN FRANKIE Red/White/Black Guitar

Vendor: Shamrock Music Shoppe

\$1,999.99


Processing Time: 1 day

Quantity: 1

[Add to cart](#) [Request a Quote](#)

☐ Compare

[Warranty](#)



DESCRIPTION

Sporting Eddie's famed red with white-and-black-striped paint job and a worn-in relic'd look, the all-new Frankie features a basswood Stratocaster®-style body paired to a graphite-reinforced quartersawn maple neck. An oiled finish on the back of the neck allows for hours of playing comfort, while the 12"-16" compound radius maple fingerboard with 22 jumbo frets was designed

Type here to search

30°F 3:38 PM 1/11/2022

EVH STRIPED SERIES FRANKENSTEIN FRANKIE Red/White/Black Guitar

What do you need today?

PRODUCTS SERVICES SIGN UP

Extra Information

Processing Time: 1 day

REVIEWS

★ 0.00

Product _____

Accuracy _____


Punctuality _____

Customer service _____

Rate and review

★★★★★

Related Products



2006 Ford Escape 4x4 XLT 3.0L V6 F DOHC

Vendor: Purcellville Motors Inc.

\$4,994.00

Processing Time: 2-3 days

Quantity: 1



Add to cart Request a Quote

Compare

Warranty

DESCRIPTION

Mileage: 169,863



2006 Ford Escape 4x4 XLT 3.0L V6 F DOHC

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Punctuality

Customer service

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Related Products




Acer TravelMate Spin B3 B311R-31 TMB311R-31-C6M4 11.6" Touchscreen 2 in 1 Notebook - HD - 1366 x 768 - Intel Celeron N4120 1.10 GHz - 4 GB RAM - 128 GB Flash Memory - Shale Black - Windows 10 Pro Education - Intel UHD Graphics 600

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Acer TravelMate Spin B3 B311R-31 TMB311R-31-C6M4 11.6" Touchscreen 2 in 1 Notebook - HD - 1366 x 768 - Intel Celeron N4120 1.10 GHz - 4 GB RAM - 128 GB Flash Memory - Shale Black - Windows 10 Pro Education - Intel UHD Graphics 600

Vendor: Commerce Local Purcellville

\$367.99

Processing Time: 2-3 days

Code: ODE5971109

Quantity: 1

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Acer TravelMate Spin B3 B311R-31 TMB311R-31-C6M4 11.6" Touchscreen 2 in 1 Notebook - HD - 1366 x 768 - Intel Celeron N4120 1.10 GHz - 4 GB RAM - 128 GB Flash Memory - Shale Black - Windows 10 Pro Education - Intel UHD Graphics 600

Accuracy

Punctuality

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Related Products

000BS - 20/20 Stabilizer Conversion Kit For Glock - with Holster + Sling - Grey

CMF TACTICAL

\$170.94

000BS - 20/20 Stabilizer Conversion Kit For Glock - with Holster + Sling - Tan

CMF TACTICAL

\$170.94

000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling

CMF TACTICAL

\$136.74

000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling - Grey

CMF TACTICAL

\$136.74

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ASUS® AX2700 Gigabit Wi-Fi 6 Router, Black, RT-AX68U

Vendor: Commerce Local Purcellville

\$199.99

Processing Time: 2-3 days

Code: ODE6693567

Quantity: 1

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DESCRIPTION

Experience high connectivity speeds and reliable performance on your home devices when you're connected to the Internet via

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commerce.glass/purcellville/products/office-supplies/asus-ax2700-gigabit-wi-fi-6-router-black-rt-ax68u/

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ASUS® AX2700 Gigabit Wi-Fi 6 Router, Black, RT-AX68U

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Customer service


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000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling

CMF TACTICAL

\$136.74

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☐ Compare



000BS - 20/20 Stabilizer Conversion Kit For Glock - With Sling

CMF TACTICAL

\$136.74

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Purcellville Portal Inquiries - Jan 11, 2022

1. CMF Tactical is a local business from another government portal. Their products should not be shown under the "Related Products" section in the Purcellville Portal. This was due to a technical issue and it was fixed.
2. A full list of Purcellville businesses that are currently onboarded in the Purcellville Portal is provided below.

Business Name	Address
1. A Bane Solutions	17364 Hilltop Drive
2. All About Pavements, Inc.	904 Strawberry Court
3. Anytime Fitness Purcellville	609 E. Main Street # K3
4. Artist Circle Photography Studio	260 Shepherdstown Ct Suite B
5. Best Friends Pet Service LLC	401 South 9th St.
6. DYMA Taekwondo	310 N. 21st St
7. Enhanced Beauty and Wellness Clinic	190 N. 21st Street Suite B
8. Fuog/InterBuild, Inc.	510 E Main St, Purcellville
9. Gruto's Soft Serve	141 W. Main Street
10. Lowers Risk Group	125 E Hirst Rd
11. Mr. Print	501 E Main St
12. Old Sterlinger, LLC	140 Hatcher Ave
13. Purcellville Chiropractic Center	101-F South Maple Avenue
14. Purcellville Copy	198 B N 21st Street
15. Purcellville Motors Inc.	145 n 21st Street
16. Redefining Default LLC	148 E Main St
17. Sarah Huntington Photography	102 N. 21st Street
18. Shamrock Music Shoppe	160 West Main Street
19. Sign Design, Inc.	142 East Main Garage
20. The Clothing Closet	119 N. 21st Street
21. Tree of Life Ministries	210 N. 21st Street

22. Wicked Design, LLC.	120 N. Hatcher Avenue
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3. The total number of transactions (and sales) on the Purcellville Portal to date is **0**.
4. Our vetting process when onboarding a new Purcellville business consists of:
 - a. Conducting a business verification against 2 trusted databases indicated by the Town of Purcellville's Head of Procurement, Kathy Elgin: 1) [State of Virginia Corporation Commission](#), and 2) [eVA Transparency Reports](#).
 - b. Conducting our proprietary *Vendor Verification*, which is a vendor credibility check against trusted government databases. The check includes requesting the vendor's Business Registration, W-9 or Business License, and verifying this information in the corresponding database with their EIN number, their Federal Tax Number, their DUNS number, or their Local Business License number.

Through the State of Virginia Corporation Commission, we confirm the business name, status and address. An example is shown below.

State Corporation Commission Clerk's Information System																	
Entity Information																	
<table border="0"> <tr> <td>Entity Name: LOWERS RISK GROUP, LLC</td> <td>Entity ID: S3876804</td> </tr> <tr> <td>Entity Type: Limited Liability Company</td> <td>Entity Status: Active</td> </tr> <tr> <td>Series LLC: No</td> <td>Reason for Status: Active</td> </tr> <tr> <td>Formation Date: 12/20/2011</td> <td>Status Date: 12/10/2019</td> </tr> <tr> <td>VA Qualification Date: 12/20/2011</td> <td>Period of Duration: Perpetual</td> </tr> <tr> <td>Industry Code: 0 - General</td> <td>Annual Report Due Date: N/A</td> </tr> <tr> <td>Jurisdiction: VA</td> <td>Charter Fee: N/A</td> </tr> <tr> <td>Registration Fee Due Date: Not Required</td> <td></td> </tr> </table>		Entity Name: LOWERS RISK GROUP, LLC	Entity ID: S3876804	Entity Type: Limited Liability Company	Entity Status: Active	Series LLC: No	Reason for Status: Active	Formation Date: 12/20/2011	Status Date: 12/10/2019	VA Qualification Date: 12/20/2011	Period of Duration: Perpetual	Industry Code: 0 - General	Annual Report Due Date: N/A	Jurisdiction: VA	Charter Fee: N/A	Registration Fee Due Date: Not Required	
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Registered Agent Information																	
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Principal Office Address																	
Address: 125 E HIRST RD STE 3C, PURCELLVILLE, VA, 20132 - 0000, USA																	

Purcellville Portal visitors are also able to check the status of each business to date under their Vendor Verification board. An example is shown below.



Lowers Risk Group

Comprehensive Enterprise Risk Management Solutions

Lowers Risk Group provides comprehensive enterprise risk management solutions to organizations operating in high-risk, highly-regulated environments and organizations that value risk mitigation. Our human capital and specialized industry enterprise risk management solutions protect people, brands, and profits from avoidable loss and harm. With Lowers Risk Group you can expect a strategic, focused approach to risk assessment, compliance, and mitigation to help drive your organization forward with confidence.

[BROWSE PRODUCTS \(5\)](#)

[FOLLOW VENDOR](#)

Vendor Verification

Business Registration:	Yes	SAM Excluded List:	Clear
Small Business:		U.S. FDA Debarment List:	Clear
FDA Registered Facility:	No	Department of Commerce List:	Clear
Self-certification that business has not been blacklisted or debarred:	Yes	United Nations Black List:	Clear
		Web Credibility:	Checked
		VA State Corporation Commission:	Yes
		VA Debarment List:	Clear

Updated Date: Oct 30, 2021

5. A full list of businesses that have left the Purcellville Portal is provided below.

Business Name	Address	Reason
1. Valley Energy Company	115 East Main St.	Not interested at the moment.
2. Harmonia Body & Home, LLC	201 Locust Grove Drive	Not enough bandwidth at the moment.

6. Products are now adequately assigned to their corresponding vendor.
7. Products are now adequately assigned to their corresponding vendor. These products were being shown due to a technical problem with product categories after the Portal was recently updated to improve the user experience, and it's been fixed.
8. As part of our continuous effort to activate the Purcellville Portal, we distributed 500 flyers inviting the community to learn more about Purcellville local businesses' latest deals and offers during the holiday season, as communicated in December's Purcellville Portal Monthly Report.
- No transactions were conducted.
 - No transactions were conducted.
 - We will continue to share with the Town future plans for similar campaigns.

If the Town has any further questions or comments, do not hesitate to contact Gerardo Mateo via email at gerardo.mateo@commerce.glass or via phone at 510-475-5444.

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