

Hello Lamp Post for City of Hyattsville, MD-

12 month license:

Hello Lamp Post- Service Agreement

Memorandum of Understanding

DATED: April 11, 2022

BETWEEN:

1. 4310 Gallatin Street. Hyattsville, MD 20781

and

2. Hello Lamp Post (operating as a Limited company registered in England and Wales with no. 11249234), of 23 Shackleton Court, 2 Maritime Quay, London, E14 3QF (**Hello Lamp Post**)

March

BACKGROUND:

(A) The customer commissions Hello Lamp Post to produce and manage an instance of Hello Lamp Post as set out in the Schedule to this Agreement (**the Commission**).

(B) Hello Lamp Post agrees to produce and deliver the Commission in accordance with the terms of this Agreement in consideration of the payment from the customer referred to in the Schedule.

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Event	Details
Contract Start Date:	May 9 2022
Contract Term:	This Contract will remain in force for a period of 1 year, reviewed at the end of the Contract term.
Contract End:	May 8 2023

Option years: Immediately after the expiration of the initial term, this agreement will automatically renew for up to (3) additional one (1) year terms, or upon mutual written agreement of the parties or at the City's option

IT IS AGREED AS FOLLOWS:**1. Responsibility of Hello Lamp Post****1.1** Hello Lamp Post will:

- 1.1.1 produce and deliver the Commission in accordance with the requirements set out in the Schedule and to the best of their skill and ability;
- 1.1.2 obtain knowledge of and comply with all applicable rules, regulations and guidelines (voluntary or statutory) surrounding the production of the Commission and will ensure that these rules, regulations and guidelines are complied with by all personnel engaged in making the Commission;
- 1.1.3 appoint a lead contact for the Commission to liaise with the customer;
- 1.1.4 carry out its obligations in connection with the Commission in good faith and using reasonable care and skill; and

1.2 In relation to other persons that may work in connection with the production and delivery of the Commission, Hello Lamp Post will:

- 1.2.1 act as the lead representative for all persons involved and shall have the authority to make decisions for those other persons in connection with the Commission; and
- 1.2.2 ensure that all the consortium members or other persons who are working on the Commission comply with the customer's obligations under this Agreement as if they were a party to it.

1.3 Hello Lamp Post shall be entitled to produce and deliver the Commission in accordance with this Agreement in such manner as they reasonably consider appropriate, however, if they wish to materially change the nature of or outputs from the Commission they must first obtain the written consent of the customer, this consent not to be unreasonably withheld or delayed.**1.4** If Hello Lamp Post fails to complete the Commission for any reason they will repay to the customer on request the payment made by the customer in respect of the Commission.**2. Responsibilities of the customer**

- 2.1 the customer will pay to Hello Lamp Post the sum specified in the Schedule.
- 2.2 Payments will be made against valid invoices from Hello Lamp Post, subject to Hello Lamp Post fulfilling their responsibilities as outlined in this Agreement.
- 2.3 the customer's additional responsibilities in regards to the production of the Commission are listed within The Schedule.

3. Intellectual Property Rights

- 3.1 The copyright, database rights, trade marks, domain names, designs, patents and all other intellectual property rights (IPR) in any software code, text, images, video, music, scripts, character definitions, character and place names and descriptions, domain names, titles, materials and media created by Hello Lamp Post as part of the Commission (the Media) shall be owned exclusively by Hello Lamp Post or its licensors. The customer as described in the Schedule shall not acquire any rights to the Media other than as set out in this Agreement;

- 3.2 All Background IPR is vested in and is the property of the originating party. Background IPR means any and all intellectual property rights created by or on behalf of either party, used in and related to the Project, not being Foreground IPR;
- 3.3 All Foreground IPR is vested in and is the property of the originating party, with the exclusion of any Media created by the customer as part of the commission, as described in 3.1;
- 3.4 If completion of the Commission requires entering into collaborations with Consultants employed by the customer, the customer will ensure appropriate agreements around the ownership of IPR are drawn up and agreed, which grants Hello Lamp Post perpetual, irrevocable, royalty free use of Background and Foreground IPR relating to any software code, text, images, video, music, scripts, character definitions, character and place names and descriptions, domain names, titles, materials and media, created by the Consultant as part of the Commission. Hello Lamp Post will only be entitled to use such IPR for purposes relating to the Commission. Any wider exploitation by Hello Lamp Post must be negotiated and agreed in writing by Hello Lamp Post and the Consultant;
- 3.5 Hello Lamp Post will ensure that all materials forming part of the Media will be original to Hello Lamp Post and to the extent that any of the Media includes any items or IPR belonging to any third party, Hello Lamp Post will ensure that they obtain all the necessary consents, clearances and rights to enable Hello Lamp Post, the customer and the Funders and Partners to use the Media in the manner envisaged by this. Hello Lamp Post will ensure that the use of the Media by them, the customer and the Funders and Partners in the manner envisaged by this Agreement shall not infringe the IPR or confidentiality of any third party.
4. **Use and exploitation of the Commission**
 - 4.1 Hello Lamp Post will grant the non-exclusive, perpetual, irrevocable, royalty-free, world-wide right for the customer, the customer group of companies and the funders and partners of the customer to edit, publish and exhibit images, photos, video, evaluation text, blogs and media produced as part of the Commission, world-wide on a non-commercial basis.
5. **Hello Lamp Post's rights and publicity**
 - 5.1 The customer agrees to provide a credit for Hello Lamp Post in promotion, publicity, documentation and exhibition of Media resulting from the Commission; where appropriate and when not in conflict with City purchasing or ethics regulations
 - 5.2 If Hello Lamp Post are entering in to collaborations with other persons as part of the Commission they must ensure appropriate agreements around the ownership of any IPR generated are drawn up and agreed;
 - 5.3 It remains the responsibility of Hello Lamp Post to manage and register their IPR appropriately.
6. **the customer's rights and publicity**
 - 6.1 Hello Lamp Post grants the customer and the Funders and Partners the non-exclusive unlimited right to exhibit, use, edit and copy the Media for promotional use, provided that this is on a not-for-profit basis. This right is perpetual, irrevocable and royalty free.
 - 6.2 Hello Lamp Post agrees to provide a reasonably prominent credit for the customer and the Funders and Partners in logo form, in all promotion, publicity, documentation and exhibition of Media resulting from the Commission. The details of this credit are included in The Schedule.

6.3 Hello Lamp Post shall cooperate in good faith with the customer in the promotion of Hello Lamp Post

7. **Confidentiality**

7.1 the customer and Hello Lamp Post will keep confidential all information disclosed to each other as part of The Commission, whether that information is disclosed verbally, in writing or in any other form and whether or not expressly stated to be confidential (**Confidential Information**).

7.2 the customer and Hello Lamp Post will use the Confidential Information only for the purposes of exercising their rights and performing their obligations under this Agreement.

7.3 For the purposes of this Agreement, Confidential Information will not include information that is publicly available (other than as a result of a disclosure by you); or has been independently developed by either party without reference to the Confidential Information, as demonstrated by reasonable written evidence. The parties further recognize that the City is a public entity and subject to the requirements of A.R.S. § 39-101 et seq

8. **General**

8.1 Hello Lamp Post warrant and undertake that:

8.1.1 the Commission will not contain any information or materials that are illegal, obscene, blasphemous, racially offensive, or defamatory of any person; or that infringe any moral right or right of privacy, personality or other rights of any person;

8.1.2 they will ensure appropriate moderation and uphold a take-down policy so that as far as is possible any content contributed by the public and published as part of Hello Lamp Post will not contain any information or materials that are illegal, obscene, blasphemous, racially offensive, or defamatory of any person; or that infringe any moral right or right of privacy, personality or other rights of any person;

8.1.3 they are free to enter into this Agreement and to grant the rights and consents granted in it;

8.1.4 they will not at any time commit any act which shall prejudice or damage the reputation of the customer, the Funders and Partners, the exploitation of the Commission or bring any of these parties into disrepute;

8.1.5 there is no claim or litigation pending with respect to the Commission or Hello Lamp Post or any of the rights granted under this Agreement

8.2 the customer may terminate this Agreement by notice in writing to Hello Lamp Post if Hello Lamp Post:

8.2.1 make any voluntary arrangement with their creditors or becomes bankrupt or (being a partnership) suffers one or more of its partners to become bankrupt or enters administration or goes into liquidation; or

8.2.2 commit a material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 30 days after being served with a written notice specifying the breach and requiring it to be remedied.

8.3 Nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

- 8.4 The rights and remedies provided in this Agreement are additional to any provided by law.
- 8.5 Each party shall execute and do (or procure to be executed or done by any other necessary person) all such deeds, documents, acts and things as the other party may from time to time reasonably require to give to the other party the full benefit of this Agreement.
- 8.6 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and unless expressly stated in this Agreement neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 8.7 This Agreement shall constitute the entire agreement and understanding between the parties with respect to its subject matter and shall supersede any previous agreement(s), representations, warranties and arrangements of any nature (whether or not in writing) between the parties in connection with the subject matter of this Agreement.
- 8.8 Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.
- 8.9 By executing this contract, Hello Lamp Post certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity prescribed by A.R.S. § 35-393 et seq.
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The Schedule

Description

Hello Lamp Post will build, maintain, support and report on an instance of their platform for making physical objects interactive. Hello Lamp Post is an interactive service capable of sending and receiving text-based messages with users, taking contextual information (area/location, project information, previous activity, code referenced, point in conversation) and using it to provide bespoke turn-based messages to users (the general public).

The service will send users custom messages formulated by the Hello Lamp Post team based on the city of Hattsville's goals and priorities, a pre-built knowledge base and AI capabilities. There will be a robust moderation mechanic employed that ensures players won't receive inappropriate material.

The software combined with Hello Lamp Post's services is designed to act as an automated communication platform between City of Hyattsville, MD with their citizens, both within physical environments and online.

What is included in this Contract:

- 12 month professional license of the Hello Lamp Post software platform
 - Implement and manage two (2) conversation types multiple objects in agreed physical locations
 - A conversation type is defined as the conversational content bank the AI system will pull from each time someone engages with Hello Lamp Post. There is no limit on the actual number of activated objects.
 - Customized system knowledge base
 - Live insights dashboard
 - Public informational landing page (optional)
 - Automated 'virtual' chat agent embedded into a website (optional)
 - User reward integration (optional)
- Access to 12 months of Hello Lamp Post services, including;
 - Dedicated Account Manager to launch and adapt the objects, manage and support through the contract period on customizing conversations, activating new locations and projects.
 - Design of appropriate signage artwork for each object.
 - Data aggregation, analysis and insight visualization for reporting.
 - Social media and PR coverage including promotional SM campaigns
 - Hosting and management of 'Hello - Let's Talk' public facing informational landing page

Fees covering the period starting May 9, 2022:

Item	Cost
Hello Lamp Post professional software license and services (2 conversation types)	\$15,647
One off set-up fee	\$0
Total for period starting May 9th, 2022	\$15,647

Option Years	Cost
Hello Lamp Post professional software license and services (2 conversation types) Years 2-4	\$15,647

Responsibilities of Hello Lamp Post:

- Fees for any subcontractors, if applicable
- Production budget for the Commission (i.e. equipment required, software setup, maintenance) but not location related promotion (e.g. billboards)
- Project management and assignation of roles and responsibilities with the Hello Lamp Post team
- Travel and accommodation for any visiting team members
- Admin, insurance, licensing, security, accountancy, contingency

Responsibilities of the customer

- Support from a commissioning-assigned contact
- Securing sites and permissions for local marketing and promotional activities
- Signage printing and installation for activated objects
- Assistance in securing locations and technical infrastructure
- Any public showcases to launch or promote the Commission

Optional Upgrades

Upgrades:	Cost
One (1) new conversation type	\$3,000
One time set up fee	\$500
Total	\$3,500

Note: This MoU is an agreement between Hello Lamp Post and the customer. It is understood that Hello Lamp Post will manage any additional agreements required pertaining to the relationship between themselves and other members of the team involved in delivering The Commission.

Payment Schedule:

The payment of \$15,647 to be completed monthly, quarterly, or annually

The first invoice associated with this Agreement will be issued within ten (10) business days of execution of this Service Agreement. First payment to be billed net-60 days after contract execution

HELLO

LAMP POST

Lead contact(s) for Hello Lamp Post

Ryan McClain: ryan@hlp.city

Head of Community Engagement

Tel: 804 484 9161

Tanya Goode: tanya@hlp.city

Grace Coates: grace@hlp.city

Head of Projects

Lead contact for the customer

Laura Reams lreams@hyattsville.org

City Clerk & Director

Cindy Zork czork@hyattsville.org

Accreditation

Credit to be used when referencing this commission:

For use by Hello Lamp Post: City of Hyattsville, MD

For use by the customer: created by Hello Lamp Post

This Agreement has been signed by:

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For and on behalf of the customer

Tiernan Mines (CEO)

For and on behalf of Hello Lamp
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