

EXHIBIT J

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

SOFTWARE SERVICES SUB-AGREEMENT

between

GovList, Inc. and

THIS SOFTWARE SERVICES PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 20__, by and between the _____, a _____ (hereinafter "Participating Agency"), and *GovList, Inc.*, a *Delaware Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *November*, 2018 (the "SACOG Agreement") to provide various forms of Software as a Service to certain participating SACOG member agencies and other eligible entities; and

B. The Participating Agency desires to purchase Software as a Service from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor may perform any of the Eligible Services set forth in Exhibit A of the SACOG Agreement. **The actual services to be provided by Contractor to the Participating Agency are set forth in the scope of work attached hereto as Exhibit A-1.**

3. The Participating Agency shall pay Contractor in arrears for Software as a Service delivered in accordance with the rate schedule set forth in Exhibit B of the SACOG Agreement, attached hereto. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

5. Insurance Requirements.

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) In addition to the requirements in Section 15 of the SACOG Agreement, or in place of those requirements, the Contractor shall provide the following insurance coverages: [If the Participating Agency has different insurance requirements, they should be inserted here].

6. *[If applicable, insert any other special terms and conditions not inconsistent with the SACOG Agreement].*

7. Project Manager:

The Participating Agency's project manager for this Agreement is _____, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

Contractor's project manager for this Agreement is Thao Hill. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Thao Hill, VP of Sales
GovList, Inc.
814 Mission Street, 6th Floor
San Francisco, CA 94103
Email: thao@govlist.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

:

GOVLIST, INC.:

LIAM DORPALEN-BARRY
Chief Executive Officer