



COMUNE DI GENOVA

DIREZIONE ATTIVITA' E MARKETING DEL TURISMO - UNITÀ DI PROGETTO
STRATEGIE DI MARKETING DEL TURISMO

DETERMINAZIONE DIRIGENZIALE N. 2021-208.1.0.-6

L'anno 2021 il giorno 04 del mese di Ottobre il sottoscritto Andreetta Gabriele in qualità di dirigente di Unità Di Progetto Strategie Di Marketing Del Turismo, ha adottato la Determinazione Dirigenziale di seguito riportata.

OGGETTO IMPEGNO DI SPESA RELATIVO ALL'ACQUISIZIONE DI ULTERIORI AGGIORNAMENTI DEI DATI CONTENUTI NELLA DASHBOARD PER IL MONITORAGGIO DEI FLUSSI TURISTICI - SOCIETA' TRANSPARENT INTELLIGENCE, INC. CIG Z6E3343A67

Adottata il 04/10/2021
Esecutiva dal 21/10/2021

04/10/2021	ANDREETTA GABRIELE
21/10/2021	ANDREETTA GABRIELE

Sottoscritto digitalmente dal Dirigente Responsabile



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IL DIRIGENTE RESPONSABILE

Visti:

- il T.U. sull'ordinamento degli EE.LL. approvato con D.Lgs. n. 267 del 18.08.2000;
- gli artt. 77 e 80 del vigente Statuto del Comune di Genova;
- la legge 7 agosto 1990 n. 241;
- il vigente Regolamento di Contabilità del Comune di Genova e ss.mm.ii.;
- il Decreto Legislativo n° 118 del 2011;
- il Regolamento a disciplina dell'attività contrattuale del Comune di Genova;
- Decreto Legislativo n° 50 del 2016;
 - il Regolamento 2016/679/UE del 27/4/2016 relativo alla protezione delle persone fisiche con riguardo al trattamento dei dati personali, nonché alla libera circolazione di tali dati e che abroga la direttiva 95/46/CE;
 - la Deliberazione del Consiglio Comunale n. 17 del 03/03/2021 con la quale sono stati approvati i documenti previsionali e programmatici del Comune di Genova per il triennio 2021/2023;
 - la Deliberazione di Giunta Comunale n. 52 del 18/03/2021 con la quale è stato approvato il Piano Esecutivo di Gestione 2021/2023;

Premesso che:

- in data 26 settembre 2017 sono state illustrate al Consiglio Comunale le "Linee Programmatiche" che traducono in azione amministrativa il Programma di Mandato del Sindaco;
- negli ultimi anni si è fortemente ampliato in Città il numero delle strutture ricettive non alberghiere, che offrono pernottamenti anche attraverso piattaforme di prenotazione on line, in particolare è

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in costante aumento il numero di appartamenti ammobiliati affittati ad uso turistico che non vengono monitorati dalle statistiche ufficiali;

- la conoscenza dei flussi turistici cittadini, dei visitatori diviene oggi indispensabile per la definizione di politiche e governance volte a favorire lo sviluppo di una forma di turismo sostenibile, equilibrata e rispettosa delle esigenze anche dei cittadini residenti;
- la Direzione Attività e Marketing del Turismo, in attuazione degli indirizzi dell'Amministrazione, sta sviluppando un progetto di implementazione di un sistema di monitoraggio dei flussi e movimenti turistici anche attraverso l'utilizzo di bigdata della fonia e di altre banche dati utili ad esaminare il fenomeno (consumi spazzatura, hotspot WIFI...) per ampliarne la conoscenza con il supporto di Liguria Digitale, delle Direzioni Sviluppo Economico e Sistemi informativi;
- il progetto potrebbe essere, inoltre, condiviso con Regione Liguria, che gestisce l'Osservatorio Turistico Regionale, per la creazione di un cruscotto, alimentato da diverse banche dati;

Tenuto altresì conto che situazione legata alla ripresa dei flussi turistici con l'allentarsi dell'emergenza sanitaria relativa al Covid-19 rende comunque necessario proseguire con il monitoraggio costante dell'affluenza e della numerosità delle persone sul territorio;

Considerato che:

- la Direzione Attività e Marketing del Turismo ha, tra le proprie competenze, la gestione dell'Imposta di Soggiorno, compresa la lotta all'evasione;
- per rendere più incisiva la lotta all'evasione dell'Imposta di Soggiorno, diventa strategica una conoscenza approfondita del fenomeno degli Short Rental per elaborare strategie di contrasto, questo perché le grandi piattaforme di booking on line, ad oggi, non forniscono dati sufficienti e completi per mappare la reale dimensione di questa tipologia di struttura ricettiva;

Dato atto che:

- da un'indagine svolta, la disponibilità di tali dati risulta di difficile reperimento, se non per tramite di società specializzate che acquistano i dati stessi dalle piattaforme di prenotazione on line;
- Il Comune di Genova è parte del network European City Marketing, ECM, grazie al quale la Direzione Attività e Marketing del Turismo ha avuto modo di confrontarsi con altre importanti amministrazioni internazionali che fanno ricorso ai servizi offerti da Transparent Intelligence, Inc. ed organizzare incontri per valutarne la proposta;
- tra le società presenti sul mercato, Transparent Intelligence, Inc. risulta essere leader in questo particolare settore ed avere un sistema di monitoraggio, analitico e moderno;
- lo strumento dell'Intelligence Dashboard offerto dalla società Transparent Intelligence, Inc. fornisce dati prelevati dalle principali piattaforme di booking on line (Airbnb, Homeaway, Tripadvisor, Booking.com) con aggiornamento mensile, riguardanti Genova e le aree circostanti.

In particolare, vengono forniti in modo aggregato i dati relativi al paese di origine degli ospiti, la preferenza di sistemazione e la stagionalità dei pernottamenti in base al paese di provenienza.

- l'analisi, l'aggregazione e lo studio di questi dati, permette di indirizzare l'azione dell'Ente e contemporaneamente di metterli in relazione con i dati già in possesso provenienti dalla piattaforma Tourist Tax di gestione dell'imposta di Soggiorno, per rilevare eventuali discordanze e trovare strutture inadempienti e implementare la lotta all'evasione;
- sul fronte dell'emergenza Covid-19 diventa strategico monitorare il dato delle presenze turistiche sul territorio per attuare eventuali misure di contenimento del contagio.

Richiamate:

- la determinazione dirigenziale N. 2020-196.0.0.-21 con la quale la Direzione Attività e Marketing del Turismo ha acquisito la licenza annuale con aggiornamento dei dati semestrale per l'utilizzo della Dashboard dalla società Transparent Intelligence, Inc.;
- la determinazione dirigenziale N. 2020-196.0.0.-45 con la quale la Direzione Attività e Marketing del Turismo ha acquisito un upgrade della licenza annuale per avere l'aggiornamento dei dati con cadenza mensile per l'utilizzo della Dashboard dalla società Transparent Intelligence, Inc.;

Dato atto della positiva esperienza di questi mesi nell'utilizzazione e fruibilità del software e dell'utilità dei dati estratti dalla Dashboard nel controllo delle presenze sul territorio e nell'orientamento delle strategie di marketing e sviluppo turistico;

Ritenuto opportuno:

- proseguire il monitoraggio dei flussi turistici nelle strutture extra-alberghiere anche a seguito della ripresa dei movimenti turistici per indirizzare politiche e strategie di marketing e comunicazione;
- continuare l'osservazione del fenomeno extra-alberghiero per potenziare gli strumenti di lotta all'evasione che la Direzione può esperire nel contrasto di tale fenomeno negativo;

Considerato il preventivo, allegato parte integrante alla presente, con cui la società Transparent Intelligence SL, con sede in Carrera de San Jèronimo, Madrid SPAGNA (PI B87991477) offre l'aggiornamento dei dati contenuti nella Dashboard con differenti cadenze (giornaliera, settimanale e mensile) per un periodo di un anno fino alla scadenza della licenza annuale (ottobre 2022) per un importo pari a € 19.825 (€ 16.250,00 + €3.575,00 IVA 22% ai sensi dell'art. 7ter del DPR 633/72) (Cod.Benf 57481);

Ritenuto, per tutto ciò premesso, che il preventivo offerto dalla società Transparent Intelligence, Inc. sia congruo rispetto al servizio offerto;

Accertato che i pagamenti conseguenti al presente provvedimento sono compatibili con i relativi stanziamenti di cassa del bilancio e con le regole di finanza pubblica;

DETERMINA

- 1) **di acquisire**, per le motivazioni in premessa, dalla società Transparent Intelligence SL, con sede in Carrera de San Jèronimo, Madrid SPAGNA (PI B87991477) (Cod. Benf. **57481**) l'aggiornamento dei dati contenuti nella Dashboard con differenti cadenze (giornaliera, settimanale e mensile) per un periodo di un anno sino alla scadenza della licenza annuale (ottobre 2022) ai sensi dell'art. 36 c.2 lett. a) del D.lgs 50/2016 e s.m.i.;
- 2) **di impegnare** l'importo di € 19.825 (€ 16.250,00 + €3.575,00 IVA 22% ai sensi dell'art. 7ter del DPR 633/72) così suddiviso:
 - € **8.125,00** sul Bilancio 2021 al Capitolo di uscita 1477 C.d.C.2080.629 "Marketing turistico"
 - P.d.c.1.3.2.2.999 -Missione 7 Programma 1, in favore della società Transparent Intelligence SL, con sede in Carrera de San Jèronimo, Madrid SPAGNA (PI B87991477) (Cod. Benf. **57481**) (**IMP. 2021/12188**);

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- € 8.125,00 sul Bilancio 2022 al capitolo 52840 “Acquisizione di Servizi diversi finalizzati”, CdC 1380.629 “Servizi Turistici” – Pdc 1.3.2.99.999 – Missione 7 Programma 1 in favore della società Transparent Intelligence SL, con sede in Carrera de San Jèronimo, Madrid SPAGNA (PI B87991477) (Cod. Benf. 57481) (IMP. 2022/734);
 - € 1.787,50 per IVA al 22% da liquidarsi secondo normativa per servizi intracomunitari riferita alla spesa di cui sopra (art. 7ter D.P.R 633/72) sul Bilancio 2021 al Capitolo di uscita 1477 C.d.C.2080.629 “Marketing turistico” - P.d.c.1.3.2.2.999 -Missione 7 Programma 1 in favore di Agenzia delle Entrate (cod. Benf. 43082) (IMP. 2021/12189);
 - € 1.787,50 per IVA al 22% da liquidarsi secondo normativa per servizi intracomunitari riferita alla spesa di cui sopra (art. 7ter D.P.R 633/72) sul Bilancio 2022 al capitolo 52840 “Acquisizione di Servizi diversi finalizzati”, CdC 1380.629 “Servizi Turistici” – Pdc 1.3.2.99.999 – Missione 7 Programma 1 in favore di Agenzia delle Entrate (cod. Benf. 43082) (IMP. 2022/735);
- 3) **di provvedere** alla diretta liquidazione delle spese mediante emissione di atti di liquidazione digitale nei limiti di spesa di cui al presente provvedimento;
- 4) **di dare atto** che:
- la suddetta spesa rientra nell’ambito delle attività istituzionali;
 - il presente provvedimento è regolare sotto il profilo tecnico, amministrativo e contabile ai sensi dell’Art. 147 bis. c.1 del D.Lgs. 267/2000 (TUEL);
 - il presente provvedimento è stato redatto nel rispetto del Regolamento U.E. 2016/679 (GDPR);
 - il presente provvedimento non presenta situazione di conflitto di interessi ai sensi dell’art. 42 del D.lgs.50/2016 e art. 6bis L. 241/1990 e s.m.i;
 - l’impegno è stato assunto ai sensi dell’art. 183 del D.Lgs 267/2000 TUEL;

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Il Dirigente
(Dott. Gabriele Andreetta)



COMUNE DI GENOVA

ALLEGATO ALLA DETERMINAZIONE DIRIGENZIALE N. 2021-208.1.0.-6

AD OGGETTO

IMPEGNO DI SPESA RELATIVO ALL'ACQUISIZIONE DI ULTERIORI AGGIORNAMENTI
DEI DATI CONTENUTI NELLA DASHBOARD PER IL MONITORAGGIO DEI FLUSSI
TURISTICI - SOCIETA' TRANSPARENT INTELLIGENCE, INC. CIG Z6E3343A67

**Ai sensi dell'articolo 6, comma 2, del Regolamento di Contabilità e per gli effetti di legge,
si appone visto di regolarità contabile attestante la copertura finanziaria**

Il Responsabile del Servizio Finanziario
[Dott. Giuseppe Materese]

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Services Agreement

This Services Agreement (this “Services Agreement”), effective as of the Effective Date set forth below, is by and between Transparent Intelligence, Inc., a Delaware Corporation (“TI”) and Comune di Genova (“Client”). The parties agree as follows:

Overview.

TI is an independent data intelligence company that builds and maintains data analytics products related to the short-term rental markets. This Services Agreement covers the TI products and services (“Services”) purchased by Client from TI and identifies the Usage Policies applicable to Client’s use of such Services. As consideration for TI’s provision of the Services described below, the Client agrees to pay TI the amounts set forth below.

Client Packages and Payment.

Price Proposals Valid Until 1st November 2021

Services	Format	Scope	Term	Total Cost
Intelligence Dashboard	Online dashboard with raw data to be exported	City of Genova	Monthly	Eur 16,250
Intelligence Dashboard	Online dashboard with raw data to be exported	City of Genova	Quarterly	Eur 8,125
Intelligence Dashboard	Online dashboard with raw data to be exported	City of Genova	Semester	Eur 5,252

*All options apply to annual subscription.

Periodicity description:

1. Monthly periodicity:

- The supply data will be updated on a monthly basis. This is because every month we evaluate if there are new properties in the destination or if the previous properties have been deactivated and are no longer available so we are able to provide the real picture about the available inventory.

- Rates and demand: with this subscription the Occupancy rates, ADR, Length of Stay, and Booking Window data will be updated weekly. Both, historic and future data.

- Visitor Origin: This data will be updated every day.

2. Quarterly periodicity: all the data points will be updated every 3 months.

3. Semester periodicity: all the data points will be updated every 6 months, twice per year.

The terms and pricing outlined above are valid until the proposal expiration and are confidential and may not be redistributed. This is a promotional offer and is subject to execution of this Services Agreement on or before the expiration date, which is indicated above.

The total price for the Services shall be invoiced in two periods, one at the beginning of the effective date of the new contract and a second at the date agreed upon by both parties. Unless otherwise specified, all amounts due hereunder that are not in dispute shall be payable within 30 days of receipt of the invoice by Customer, in full (without deduction, set-off, or counterclaim) in Euros at TI's address or to an account specified by TI.

Unless specified otherwise, all undisputed amounts due hereunder shall be paid in full (without deduction, set-off or counterclaim) in US dollars at TI's address or to an account specified by TI.

All payments required by this Services Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes) assessable on Customer's purchases hereunder, and Customer agrees to be responsible for the payment of all such charges, excluding taxes based upon TI's net income, real property and/or personnel. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

Usage Policies:

1. Information. During the term and pursuant to the terms and conditions of this Services Agreement, TI shall make the Services available to Client, and Client will have a worldwide, non-exclusive, non-transferable, royalty free, limited right to use the Services, which shall include the right to (a) download information and data provided to Client (collectively, the "Information") and (b) incorporate and/or integrate Information into internal and external software applications and platforms (which for the purposes of this Services Agreement shall include without limitation software as a service and cloud based software) as reasonably necessary and appropriate to exercise Client's rights hereunder.


2. Client Data. Client may make data or information, including but not limited to Listing IDs, Listing description, Listing title, Host name, property type, number of bedrooms/bathrooms, geographic coordinates, calendars (availability & pricing), and pictures of the Listing, available to TI (e.g. by providing access to an API) for the purposes of providing the Services (“Client Data”). TI is provided a limited license to Client Data for the sole and exclusive purpose of providing the Services to Client, including a license to collect, process, store, generate, and display Client Data only to the extent necessary in the providing of the Services. TI shall: (a) keep and maintain Client Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Client Data solely and exclusively for the purpose of providing the Services to Client, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data (or any information derived therefrom) for any purpose other than to provide the Services to Client, including but not limited to TI’s own purposes or for the benefit of anyone other than Client. The proceeding sentence shall survive the termination of this Agreement. For clarity, Client acknowledges that TI’s use of Client Data as permitted by and in accordance with the terms of this Agreement may result in general improvements to the modeling techniques underlying the Services.

3. Forwarding and Sharing of Information. Client may not redistribute, copy, forward, or circulate Information to unaffiliated third parties without the express, prior written permission of TI. At no time may materials provided by TI be forwarded to external e-mail aliases - i.e., email addresses existing for the purpose of redistribution to a broader group of interested individuals.

4. Authorized Reproduction and Quoting Policies. TI authorizes Client to publicly publish and distribute summarized and aggregate information (high-level data that are composed from a multitude or combination of other more individual data) and Client must cite TI as the source of the information. Publication of Information at listing level is forbidden and requires the express, prior written permission of TI.

5. Changes to Services. TI may modify a Service from time to time in its reasonable discretion, but will not change its fundamental nature, except as permitted in clause 5 (External Triggers). TI will use reasonable efforts to notify Client in advance of significant changes to Services.

6. External Triggers. TI may, with prior notice to Client (“TI’s Notice”), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between TI or a TI Affiliate and a third party, and that third party agreement or the third party’s materials or other input is modified or terminated; or (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. TI will endeavor to provide Client with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third



party. The effective date of the termination or modification as indicated on TI's Notice is the "Change Date". Upon a partial termination or modification in accordance with this clause 5, Client may terminate the affected Service by providing TI with notice no later than 30 days after the date of TI's Notice. Such Service will then be terminated effective on the Change Date.

7. Client Reference. Client authorizes TI to reference Client as a TI customer and use Client's logo in its marketing materials. Examples of such marketing materials including but are not limited to TI's website and investor presentations.

8. Availability of Services. TI shall make Information available to Client via such electronic or other means as it reasonably determines appropriate, including with the assistance of third-party service providers. It shall be Client's responsibility to install and obtain appropriate licenses for any software Client requires in order to access the Information. TI reserves the right to replace any of its services providers with others and to amend the Services as necessary to accommodate any changes in the underlying technology or as required by its service providers.

Term and Termination.

9. Term. This Services Agreement shall commence on the Effective Date and continue in effect for an initial term of one year ("Initial Term").

10. Termination. This Services Agreement may be earlier terminated by either party if the other party breaches any material provision of this Services Agreement and fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party.

11. Effects of Termination. Upon any expiration or termination of this Services Agreement, TI shall refund Client any prepaid fees covering the remainder of the term after the effective date of termination, and all rights, obligations and licenses of the parties shall cease, except that the following shall survive: all obligations that accrued prior to the effective date of termination (including payment obligations); all remedies for any breach of this Services Agreement; and the provisions set forth in all of the following sections. Notwithstanding the forgoing, Client may retain and use any Information received prior to the date of termination, subject to the applicable restrictions in this Services Agreement.

IP and Proprietary Rights.

12. Confidentiality. As used in this Services Agreement, "Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of (i) the Services Agreement and (ii) business and marketing plans, technology and technical

information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving party. During the term of the Services Agreement and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Services Agreement, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Services Agreement and who have confidentiality obligations with the Receiving Party containing protections no less stringent than those herein. Additionally, TI shall provide prompt notification to Client of any unauthorized access to or disclosure of Client Confidential Information. If the Receiving Party is compelled by law or any listing or trading agreement concerning its publicly-traded securities to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Upon termination or expiration of the Services Agreement, or at the request of Client at any time during or after the termination or expiration of the Services Agreement, TI will deliver to Client or destroy and certify destruction (at Client's election and in the manner designated by Client) of all Client Confidential Information. Nothing in a Services Agreement shall be construed so as to preclude Client from developing, acquiring, marketing or providing products or services that may perform the same or similar functions as the Services.

13. Warranty; Disclaimers. Each party represents and warrants that it has the legal power to enter into this Services Agreement and perform its obligations herein. TI warrants that (a) the Services shall perform materially in accordance with the accompanying documentation, (b) subject to clause 5 the functionality of the Services will not be materially decreased during the term of this Services Agreement, (c) it will not transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (d) it has undertaken reasonable efforts to ensure the Information's timeliness and accuracy, and (e) it has the right to provide the Services and Information to Client in accordance with the terms of this Services Agreement without breach of any contractual obligation to any third party or any applicable laws. UNLESS EXPRESSLY SPECIFIED OTHERWISE HEREIN, THE SERVICES AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, TI HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED,

ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND INFORMATION, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

14. No Implied Licenses. Except for the limited rights and licenses expressly granted hereunder, no other right, license or option is granted, no other use is permitted and (as between the parties) TI owns and retains all rights, title and interests (including patents, copyrights, trade secrets and trademarks) in and to the Services and Information. Client agrees that TI is free to use all suggestions and other feedback about the operation of the Services, and all generalized knowledge, expertise know-how and technologies related to or acquired in providing the Services, for any and all purposes (including developing new or improved products and services).

15. Indemnity; Limitation of Liability. Subject to applicable law, TI shall indemnify, defend, and hold client harmless from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, arising out of or alleged to have arisen out of: (i) TI or TI personnel's negligence or intentional misconduct, (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party by any Information or in performance of the Services, or (iii) breach of a provision of this Services Agreement. EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CLAIMS SUBJECT TO INDEMNIFICATION, IN NO EVENT SHALL TI (OR ITS LICENSORS) OR CLIENT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS SERVICES AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID TO TI DURING THE PRIOR 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS SERVICES AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

General Provisions.

16. Entire Agreement. This Services Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Services Agreement (and all past dealing or industry custom). This Services Agreement may be executed in one or more counterparts, each of which

shall be an original, but taken together constituting one and the same instrument. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. Any additional, different or inconsistent terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Services Agreement. No change, consent or waiver under this Services Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Services Agreement at any time, for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Services Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Services Agreement will otherwise remain in full force and effect and enforceable.

17. Governing Law. This Services Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.

18. Notices. All notices under this Services Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein, or at such other address designated by written notice. Notices to Client shall be deemed to have been duly given and effective: when receipt is electronically confirmed, if transmitted by facsimile or email; or when received, if personally delivered or sent by overnight courier or certified or registered mail, return receipt requested.

19. Assignment. This Services Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, without consent, TI may subcontract performance of all or any part of the Services, and either party may assign this Services Agreement (and all of its rights and obligations hereunder) to any of its affiliates or to any successor to all or substantially all of its business which concerns this Services Agreement (whether by sale of assets or equity, merger, consolidation, reorganization or otherwise). This Services Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

20. Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations hereunder that arises out of any cause, condition or circumstance beyond its reasonable control.

21. Independent Contractors. The parties shall be independent contractors under this Services Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

TI and Client, by their duly authorized representatives, hereby execute this Services Agreement and cause it to be effective as the Effective Date.

"Effective Date": The later signature date by either party below

Client entity:	TI entity: Transparent Intelligence Inc
Address:	Address: 3586 Ocean View Ave Los Angeles, CA 90066 US
Email:	Email:
Signature:	Signature:
Name and title:	Name and title:
Date of signature:	Date of signature: