

**EXECUTIVE DOCUMENT SUMMARY**

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-3-PSA-IPF-31	2. Date prepared: 2/13/2023
3. CONTRACTS & LEASES	

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48340-52299.539034	5. Account Name: IPF
6. Total amount this action: \$114,135.00	7. New contract total: \$114,135.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year ²⁰²³ _____ \$114,135.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 2/6/2023	12. To (month, day, year): 8/1/2023
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-5-12 and IC 5-28-6-1

37. Description of work and justification for the description of the scope of work included in this agreement .) Doner Partnership will complete the two website development projects. The first will be a microsite for the State Small Business Credit Initiative and the second will be a website for Entrepreneurship.

38. Justification of vendor selection and determination of price reasonableness:

Project ID: 424354

39. If this contract is submitted late, please explain why: (Required if more than 30 days late,)

40. Agency fiscal officer or representative approval <i>Robert J. Paglia</i>	41. Date Approved Feb 13, 2023	42. Budget agency approval <i>Jack Henderson</i> <small>Jack Henderson (Feb 27, 2023 12:21 EST)</small>	43. Date Approved Feb 27, 2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 000009885
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 00000413670	
24. Name: Doner Partners LLC	25. Telephone #: N/A
26. Address: 400 Galleria Office Centre Southfield, MI 48034	
27. E-mail address:	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____%
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into, by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **DONER PARTNERS LLC** (the “**Contractor**”).

In consideration of the mutual undertakings and covenants set forth herein, the parties hereby agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is for the Contractor to website development services, as set forth in **Exhibit A** (the “**Project Description**”) attached hereto and made a part hereof.

2. TERM.

- (A) This Agreement shall commence on February 6, 2023 and shall remain in effect through August 1, 2023 unless terminated in accordance with the provisions of this Agreement (the “**Expiration Date**”). All work and/or services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.
- (B) This Agreement may be renewed under the same terms and conditions, subject to the approval of the parties and the State Budget Director. The term of the renewed Agreement may not be longer than the term of the original Agreement. All renewals and extensions must be in writing and signed by all parties.
- (C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. CONSIDERATION.

- (A) All services performed by the Contractor under this Agreement (the “**Services**”) must be authorized by the IEDC and consistent with the description set forth in **Exhibit A** or in any subsequent SOW, Estimate, Change Order or other agreement (collectively, the **Schedule** or **Schedules**). For the services provided hereunder, the Contractor shall be compensated in accordance with the budget, as more particularly described at **Exhibit A** or a subsequent Schedule. Total remuneration under this Agreement shall not exceed **\$114,135** (the “**Agreement Amount**”), inclusive of third party fees (“**Third Party Fees**”) that Contractor pays on IEDC’s behalf subject to IEDC’s prior written authorization.
- (B) All work and/or Services provided by the Contractor under this Agreement must be performed to the IEDC’s reasonable satisfaction, which satisfaction shall be determined based on compliance with any stated specifications and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found not to comply with the stated specifications, inconsistent with this Agreement, or performed in violation of federal, state, or local laws.

4. PAYMENTS.

- (A) The Contractor shall submit monthly invoices for payment in connection with its services provided hereunder. The Contractor shall submit with the invoice, its monthly progress report summarizing the Contractor's work under this Agreement to date. Unless otherwise agreed between the parties in Exhibit A, all invoices are payable within thirty (30) days from the date of the invoice. The Contractor shall submit invoices to the IEDC at payable@iedc.in.gov.
- (B) Unless otherwise agreed between the parties in Exhibit A, all payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.
- (C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC unless provided for in **Exhibit A** or a subsequent Schedule. Allowable expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the IEDC and in accordance with the State Travel Policies and Guidelines as specified in the current Financial Management Circular, available at <http://www.in.gov/idoa/2459.htm>. All expenses must be approved by the IEDC in writing in advance. Out-of-state travel requests must be reviewed by the IEDC for availability of funds and for appropriateness per Financial Management Circular guidelines.
- (D) In the event Contractor is paying Third Party Fee's on IEDC's behalf, the parties will specify such actions in Exhibit A. Contractor reserves the right not to make any payments to any third parties until it has received the applicable payment from IEDC and such amounts have cleared.

5. CONFIDENTIALITY OF INFORMATION.

- (A) Each party, as the "Recipient," understands and agrees that it will receive or be provided access to data, materials, and information that the other party, as the "Disclosing Party," considers to be confidential and protected ("Confidential Information"). Confidential Information includes data that is marked "Confidential" or which would reasonably assumed to be confidential based on its inherent nature.

- (B) Confidential Information shall not include any information that (i) is generally available to or becomes known to the public through no act of the Recipient in breach of this Agreement; (ii) was previously known by the Recipient as evidenced by written records through no act in breach of any confidentiality agreement; (iii) was independently developed by the Recipient without the use of any Confidential Information of the Disclosing Party as evidenced by written records; or (iv) was disclosed to the Recipient by a third-party under no obligation of confidentiality to the Disclosing Party.
- (C) Subject to the limitations contained in this Section, and except as may be approved in writing by the Disclosing Party, each Party that is in receipt of Confidential Information from the Recipient agrees on behalf of itself, its directors, officers, agents and employees (collectively, “Representatives”) that it shall, during the term of this Agreement or after its conclusion:
- i. Exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information as it uses to protect its own confidential information, but in no event with less than a commercially reasonable degree of care; and
 - ii. Not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as follows:
 - (1) As may be necessary for the Recipient to meet its obligations under this Agreement and to perform or receive the Services.
 - (2) To its Representatives as may be necessary for those persons to effectively provide Services to the Recipient.
 - (3) As may be required pursuant to any subpoena, court order, or other legal or judicial requirement, provided that the Party required to disclose Confidential Information shall use commercially reasonable efforts to provide written notice to the Disclosing Party sufficient to permit the Disclosing Party to contest, at its expense, such disclosure. (In such case the Recipient shall only disclose such information that, in the opinion of counsel, is required to satisfy such compelled disclosure.)
- (D) It is understood and agreed that any unauthorized use of a Disclosing Party’s Confidential Information or any breach of this Agreement will cause irreparable harm and injury to the Disclosing Party for which money damages would not be a sufficient remedy and that such Disclosing Party is entitled to seek injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of the confidentiality provisions of this Agreement but shall be in addition to all other remedies available at law or in equity.

- (E) Each Party shall return or destroy the Confidential Information of the other Party upon expiration or sooner termination of this Agreement, or upon the Disclosing Party's request. If a Party elects to destroy such information, such destruction must be certified in writing by the applicable Party or by a certified and accredited data destruction vendor engaged by the applicable Party. Notwithstanding all of the foregoing, the Recipient or its Representatives may retain Confidential Information to the extent it is "backed-up" on its electronic information management and communications systems or servers, is not available to an end user and cannot be expunged without considerable effort. In any case, all such Confidential Information will remain subject to the restrictions of this Agreement and will be promptly deleted in accordance with the Recipient's ordinary recordkeeping procedures.
- (F) Additionally, the parties acknowledge that the Services may require or allow the Contractor access to data, materials, and information containing Social Security numbers or other personal information maintained by the IEDC in its computer system or other record. In addition to the covenant made above in this Paragraph 5, and pursuant to 10 IAC 5-3-1(4), the Contractor and the IEDC agree to comply with the provisions of Indiana Code § 4-1-10 and Indiana Code § 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by the Contractor in violation of this Agreement, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system, in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

6. USE OF THE IEDC NAME; PUBLIC RELATIONS & MARKETING.

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

All external facing communications related to this Agreement, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Agreement, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to the IEDC Vice President of Marketing.

7. GOVERNING LAW.

- (A) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana without regard to principles of choice of law. Suit, if any, must be brought in the State of Indiana and the venue for any court action shall be in the superior court of Marion County, Indiana.
- (B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.
- (C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION.

- (A) This Agreement may be terminated by either Party, for any reason, with or without cause, if the non-terminating Party determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. In the event of any termination the Contractor shall be compensated for services properly rendered and third party fees incurred prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.
- (B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- (C) In the event of funding cancellation, Contractor will be provided as much advance notice as is possible under the circumstances.
- (D) Either Party may terminate this Agreement immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days after providing written notice describing such breach to the breaching Party.

9. PROGRESS REPORTS.

The Contractor shall submit written progress reports to the IEDC upon request and as provided in **Exhibit A**. The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date. The Contractor shall submit progress reports to the IEDC at reports@iedc.in.gov.

10. ACCESS TO RECORDS & AUDITS.

- (A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at its respective office at all reasonable times during this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the IEDC or by any other authorized representative of the State. Copies thereof shall be furnished at no cost to the IEDC or by any other authorized representative of state government if requested.
- (B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES.

- (A) The Contractor recognizes that the Services are vital to the IEDC and must be continued without interruption and that, upon the expiration of this Agreement, a successor, either the IEDC or another contractor, may continue them. The Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modifications thereof.
- (B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any change to the budget shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- (C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement. All of the work performed hereunder shall be performed by the Contractor or under its supervision. The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under state and local laws. If the IEDC becomes dissatisfied with the work product

of, or the working relationship with, any individuals assigned to work under this Agreement, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

- (D) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or with this Agreement.

12. OWNERSHIP OF DOCUMENTS & MATERIALS.

- (A) All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed pursuant to or in connection with this Contract shall be considered “work for hire” and the Contractor hereby transfers and assigns any ownership claims to the IEDC so that all Materials will be the property of the IEDC. If ownership interest in the Materials cannot be assigned to the IEDC, the Contractor grants the IEDC a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials. All rights granted to IEDC under this section are conditioned on IEDC’s full payment of all fees related to the Materials.
- (B) Use of these materials, other than as necessary for the performance of this Agreement by the Contractor, without the prior written consent of the IEDC, is prohibited. The Contractor shall take such action as is necessary under law to preserve the IEDC’s rights in and to the work product or intellectual property while such property is within the control and/or custody of the Contractor. During the performance of this Agreement, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor’s expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this Agreement.
- (C) IEDC warrants that it owns or has properly licensed any materials that it provides to Contractor under this Agreement for Contractor’s use in performing the Services.
- (D) Third Party Materials. All materials, rights, and intellectual property owned by third parties which are included in any Works or Materials (“Third-Party Materials”) shall remain the sole and exclusive property of third parties, and IEDC agrees to use such Third-Party Materials consistent with the restrictions for Third-Party Materials communicated by Consultant to IEDC in writing.
- (E) Contractor Material.

- i. Contractor **retains all right, title and interest in and to all** information, materials, or property (including all trade secrets, copyrights, **trademarks**, patents and other intellectual and proprietary rights) (collectively, “Contractor Materials”) **that (i) Contractor had created, developed or acquired before entering into this Agreement, (ii) Contractor uses in performing its obligations under this Agreement, (iii) Contractor develops subsequent to the date of this Agreement independent of IEDC’s contributions or not paid for by IEDC, or that (iv) are not derivatives of or modifications of anything provided to Contractor by IEDC.**
 - ii. To the extent any Contractor Materials are necessarily required for the proper functioning of any Works (such that the Works will not function without the Contractor Materials) or are embedded into the Deliverables, Contractor grants to IEDC a perpetual, non-exclusive, non-transferable, royalty free, license to use such Contractor Materials solely in conjunction with its anticipated use of such Deliverables.
- (F) **Trademark Registration.** Notwithstanding anything to the contrary herein, Contractor is not responsible for making any filings with the United States or any foreign trademark office on the IEDC’s behalf. Moreover, IEDC shall be responsible for making the final decision to use or proceed with any trademark based on IEDC’s independent investigation of the potential trademark and IEDC’s evaluation of the results of such independent investigation. IEDC will notify Contractor of IEDC’s decision with respect to any trademark. IEDC also will be responsible for deciding whether to file for, and actually filing for, any registrations with respect to such trademark.

13. COMPLIANCE WITH LAWS.

- (A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.
- (B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.

- (C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or to the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- (D) The Contractor warrants that it has no current or outstanding criminal (including pending), civil, or enforcement actions initiated by the State of Indiana and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.
- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Paragraph 13 shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of this Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
 - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];

- (b) Indiana Code § 24-5-12 [Telephone Solicitations]; or
 - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- (A) Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (B) Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- (C) Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (D) Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (E) Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- (F) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES.

- (A) Whenever any notice, statement, or other communication (“**Notice**”) is required under this Agreement, it shall be sent to the following address, unless otherwise advised in writing:
 - (1) Notices to the IEDC shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

(2) Notices to the Contractor shall be sent to:

Doner Partners LLC
Attn: CFO
400 Galleria Officentre, Suite 300
Southfield, MI 48034
Email: npassey@donerpartnersnetwork.com

With a copy to Richard Wulwick, Esq. [notice@stagwellglobal.com]

- (B) Any change in the Contractor's contact information must be provided in writing by the Contractor to the IEDC in accordance with this Paragraph 17.
- (C) Notice shall be provided via electronic mail to the Contractor's electronic mail address and via certified, registered, or first-class U.S. mail. Notice shall be deemed delivered upon dispatch.

18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS; AGENCY FOR A DISCLOSED PRINAICPAL.

- (A) The Contractor shall not voluntarily assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.
- (B) In the event Contractor (i) is required to purchase goods or services on IEDC's behalf or (ii) make any commitment on IEDC's behalf which binds IEDC, including but not limited to any commitment for media placement, production and research services (a "Third-Party Contract"), Contractor will act as an "Agent for a Disclosed Principal."
 - a) Contractor will only make such purchases or bind IEDC to any commitment, promise, contract or arrangement with IEDC's prior written permission.
 - b) Where Contractor is acting under the authority granted under this Section:
 - i. Contractor shall be authorized to:
 - (1) Negotiate and enter into Third-Party Contracts on IEDC's behalf; and,
 - (2) Bind IEDC to reasonable and customary terms and conditions.

- ii. IEDC shall be responsible for any related third-party fees and charges and other obligations pursuant to such Third-Party Contracts.
- iii. Contractor will procure media, goods and services under the concept of sequential liability so that Contractor is only responsible for the payment of such purchases after it has received the corresponding payment in-full from IEDC and until such time, IEDC is solely liable for such purchases. (Contractor will not be required to make any purchase or commitment with a third-party that does not agree to such terms.)
- d) To the extent there are any issues with the third-party under any Third-Party Contract, Contractor will work to the fullest extent possible to represent IEDC's interest and protect the IEDC's rights.
- e) In its interactions with Third Parties, Contractor will use commercially reasonable efforts to guard against any loss to IEDC caused by the failure of suppliers or others to perform in accordance with their commitments, but, unless caused by Contractor's negligence or willful misconduct, Contractor will not be responsible for any such loss or failure on their part, or any destruction or unauthorized use by others of IEDC's property.

19. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement.

The IEDC shall not provide such indemnification to Contractor.

20. DEBARMENT & SUSPENSION.

- (A) The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

21. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

22. MISCELLANEOUS.

- (A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed in advance by the party claiming to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (C) This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property

arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

- (E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, the employees or sub-contractors of the Contractor.
- (F) If the IEDC determines that it would be in the IEDC's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the IEDC or to the employee.
- (G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
- (H) This Agreement was reviewed and/or revised by legal counsel for the IEDC and the Contractor, and no presumption or rule that any ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- (I) Except as arising pursuant to a Party's indemnification obligations hereunder, or for breach of confidentiality, or as a result of a Party's willful misconduct, negligence, or fraud (collectively, "Excluded Claims"), in no event shall either Party be liable to the other or to any third-party for any special, indirect, incidental, punitive or consequential damages of any kind, including for any business interruption or lost profits, whether foreseeable or not, and without regard to the form of the action, including but not limited to contract, negligence or tort, arising out of or in connection with the furnishing, performance or use of the Services. Notwithstanding the foregoing, Contractor's aggregate liability for any claims (other than from Excluded Claims) arising out of or relating to this Agreement, shall not exceed 2X the fees earned by Contractor during the prior twelve (12) month period preceding the event that led to the Claim.
- (J) Each Party agrees not to hire or solicit any of the other Party's professional employees engaged in the work contemplated by this Agreement during the Term or within twelve (12) months after the expiration or earlier termination of this Agreement, provided that a general solicitation by one Party not directed specifically at the employees of the other Party shall not violate this Section. Additionally, this restriction shall not be construed to restrict, limit or encumber an employee's rights granted by law.

23. INSURANCE.

The Contractor shall secure and keep in force during the term of this Agreement the insurance coverage required by law and as would be reasonable to cover claims of any nature which may

arise out of or result from this Agreement. The Contractor shall furnish a certificate of insurance and all endorsements to the IEDC prior to the commencement of work under this Agreement.

24. AUTHORITY TO BIND CONTRACTOR.

Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

26. DISPUTES.

- (A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.
- (B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

27. ORDER OF PRECEDENCE; INCORPORATION BY REFERENCE.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement; (2) exhibits/attachments prepared by the IEDC and accepted by Contractor in writing; and (3) exhibits/attachments prepared by the Contractor, except where one of the exhibits/attachments expressly overrides this Agreement.

28. NON-COLLUSION & ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

In Witness Whereof, the Contractor and the IEDC have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

DONER PARTNERS LLC

Naveen Passey

Signature

Naveen Passey, CFO

Printed Name and Position/Title

Date: 2/9/2023

INDIANA ECONOMIC DEVELOPMENT CORPORATION

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)

A digital signature stamp showing a stylized signature 'DR' in blue ink.

2.10.2023

STATE BUDGET AGENCY

Jack Henderson
-Jack Henderson (Feb 27, 2023 12:21 EST)

on Behalf of

Zachary Q. Jackson
Director

Date: Feb 27, 2023

DONER

Indiana Economic Development Corporation / Statement of Work / February 3, 2023

SOW Timing: February 6, 2023 – July 1, 2023

Background:

This Statement of Work ("SOW") is entered into pursuant to the Master Service Agreement pending execution ("Agreement") by and between Indiana Economic Development Corporation ("Client") and Doner Partners LLC ("Agency"). All capitalized terms used herein shall have the meaning as set forth in the Agreement unless expressly indicated otherwise. This Statement of Work is hereby made a part of, and will be performed under, the terms and conditions of the Agreement. This Statement of Work shall expire on June 1, 2023, unless earlier terminated according to terms set forth in the Agreement.

Statement of Work:

Planned scope of work between Agency and IEDC to complete the two website development projects as outlined below, considering the broader IEDC branding scope and project timeline. The following deliverables are assumed as part of this SOW:

- 1. State Small Business Credit Initiative (SSBCI) Microsite Cost: \$20,875**
 - Indiana was approved to receive up to \$99 million in federal funding through the State Small Business Credit Initiative (SSBCI) to expand access to and increase working capital for Hoosier entrepreneurs, startups and small business owners. The IEDC is leveraging SSBCI to expand venture capital investments and create a new program to invest in small business loan funds throughout the state. New user-friendly, mobile first content pages within the existing Sitefinity CMS/.net platform of IEDC.in.gov will be built by the client and client's current vendor to provide information and to collect applications for the small business loan fund in February. The new pages will replace the content on this page: [https://iedc.in.gov/program/state-small-business-credit-initiative-\(ssbci\)/overview](https://iedc.in.gov/program/state-small-business-credit-initiative-(ssbci)/overview)
 - Once the new overarching IEDC branding project is complete, Doner (Agency) will refresh these new content pages with the new look and feel and brand voice, initially targeting a June, 2023 launch for the SSBCI refresh
 - Scope consists of User Interaction (UI) design comps consistent with updated branding (using Figma design software), copywriting to update existing copy for alignment with new brand voice, web development, and Quality Assurance (QA) testing
 - Client's IT dev team to implement Google Analytics (GA) tracking tags
 - Pages that will be refreshed include:
 - Homepage with overview
 - FAQs page
 - One entirely new page will be the "Storytelling" page as this was not planned for inclusion in the February launch. Agency can incorporate this update with the rebranding update or as an interim update. (Content creation not included in scope.)
 - Includes up to 2x rounds of client reviews/feedback for high fidelity wireframes (with design implemented), build in-scope + 1x round of Secretary of Commerce reviews for each
 - Agency will be given CMS access for any CMS-based updates. Any code-based updates will be built within the test server provided by the Indiana Interactive team, for reviews and QA testing. Once approved, files will be provided to the client's IT team to push live within the in.gov site/state government servers. Client to provide Agency with a direct IT contact for questions/clarifications, if needed
 - ADA Compliance Level AA will be followed for all design selections, however, these pages are being built into an existing site construct that Agency does not currently maintain, so overall ADA Compliance level is unknown/outside of Agency control at this time
 - Client advised that they will provide all approved copy/content for this microsite, however, SOW includes hours for an Agency copywriter to wordsmith to ensure alignment with new brand voice
 - Agency will be provided access to existing stock photography that can be used or will utilize new brand imagery from separately-scoped shoot. If stock imagery or retouching is needed, an addendum estimate will be provided at that time covering the exact ask/needs
 - Site will be updated for both both English and Spanish pages. User can toggle between the two. Scope does not include the cost for translations; however, Agency does have a trusted translations partner that will be used for translation. An addendum estimate will be created for those costs once copy is provided to Agency
 - Assumes site will launch by mid-June. A full project plan to get to the June launch date will be provided, noting all required client and Secretary of Commerce review dates and feedback/approval deadlines. Any delays in feedback, receipt of content, additional rounds of feedback or scope changes may impact timing/cause a delay in the launch of the microsite. Agency will notify client of any red flag concerns throughout the course of the project.
- 2. Entrepreneurship Website Cost: \$93,260**
 - Agency will build a new user-friendly, mobile-first website within the existing Sitefinity CMS/.net platform of IEDC.in.gov, to serve as a one-stop-shop for entrepreneurship resources in the state as part of the 5E strategy

around entrepreneurship. This site will house all IEDC entrepreneurship programs and leverage a SAAS tool (EcoMap) to connect entrepreneurs with the right resource at the right time in their journey throughout the state.

- Discovery and Define phases will be included and consist of the following:
 - 1x Internal IEDC stakeholder interview session
 - Agreement on site Key Performance Indicators (KPIs)
 - High level competitive site reviews of up to 3x competitor / reference sites
 - Definition of key tasks on the website for this audience
 - Information Architecture
 - Sitemap / navigational hierarchy
- Build will include wireframe development (UX), User Interaction (UI) design comps (Ideally using new Agency-created branding + using Figma design software), web development, and Quality Assurance (QA) testing
 - Includes up to 3x UI design options for homepage. Once one design is chosen, that look / feel will be applied to all subsequent pages
 - Client's IT dev team to implement Google Analytics (GA) tracking tags
- Website to include the following content pages:
 - Homepage with overview
 - Include entrepreneurship portal link out (redirect to separate 3rd party built and maintained SAAS tool)
 - Capital (SSBCI microsite is one component)
 - Business development (why Indiana) page
 - Storytelling page
 - 5E entrepreneurship strategy page
 - Entrepreneurship programs page
 - Indiana Interactive team will update main navigation to accommodate this new microsite
- Assumes site will launch in May 2023. A full project plan to get to a May launch date will be provided, noting all required client and Secretary of Commerce review dates and feedback/approval deadlines. Any delays in feedback, receipt of content, additional rounds of feedback or scope changes may impact timing/cause a delay in the launch of the microsite. Additionally, delays on the rebranding project (separate scope) may impact timing as well. Agency will notify client of any red flag concerns throughout the course of the project
- Includes up to 3x rounds of client reviews/ 2x rounds of feedback each for wireframe, site comp and build in scope
 - If additional rounds of revisions are required, agency and client to align on timing and cost implications, especially if significant pauses in work time are necessary. Review/feedback cadence:
 - **First review:** Majority of feedback from all stakeholders
 - **Second review:** Minor feedback and confirmation that initial revisions were resolved appropriately + Secretary of Commerce review
 - **Third review:** Final approval round to ensure all feedback was addressed. Only missed issues should be noted at this time, if at all possible, versus entirely new feedback to ensure adherence to project timeline and budget
- Any code-based updates will be built within the test server provided by the Indiana Interactive team, for reviews and QA testing. Once approved, files will be provided to the client's IT team to push live within the in.gov site/state government servers.
- ADA Compliance Level AA will be followed for all design selections, however, these pages are being built into an existing site construct that Agency does not currently maintain, so overall ADA Compliance level is unknown/outside of Agency control at this time
- Client advised that they have a writer who will provide most copy for this website, however, SOW includes hours for an Agency copywriter to wordsmith to ensure alignment with new brand voice
- Agency will be provided access to existing stock photography and videography that can be used. If stock imagery, videography, or retouching is needed, an addendum estimate will be provided at that time covering the exact ask/needs
- Site to be built with both English and Spanish translations. User can toggle between the two. Scope does not include the cost for translations; however, Agency does have a trusted translations partner that will be used for translation. An addendum estimate will be created for those costs once English copy is approved

3. Out of Scope

- Changes to SOW and OOS projects will be estimated separately and preapproved in advance and in writing by Client. Changes/delays in UX, UI design and development/functionality may incur a change order. Changes to the full scope may be needed once wireframes and designs are developed, if requests take the work outside of what was originally scoped for. The producer will assess where we stand on hours and determine if a change can be accommodated in current scope or if a change order is needed
- Post-launch ongoing maintenance
- SEO strategic plan development
- Implementation of any multi-factor authentication for employees, customers, etc.

- Agency deep dive audit into site analytics or competitive sites or third-party research, external user testing or focus groups. Ongoing analytics dashboards / reporting
 - All of these deliverables can be facilitated by Doner, if desired. An addendum estimate will be provided according to needs
- Fees within this SOW do not include certain services and third-party hard costs, including (but not limited to):
 - Plug-ins, domain licensing, hosting (servers, image hosting, etc.), GitHub, Security Certificates (SSL), desktop and web font licensing, etc.
 - Database hosting
 - Content production costs, including video / still photography shoots, stock photography searches, Studio costs, including post-production edit, retouching, mechanicals, support media material development, printing, etc.
 - Production estimates will be provided upon concept approval and will be scoped, bid, and presented to Client for approval prior to beginning work
- Media planning, buying and trafficking / content distribution
- Versioning and revisions to trafficked assets, ongoing site maintenance, etc.
- Travel, insurance, postage / shipping, etc.

4. Fees:

- Fees for services as specified are \$114,135. Agency will invoice Client in 2 equal installments of \$57,067.50 in January 2023 (or upon execution of this SOW) and April 2023.

The parties have agreed to benchmark 806 total agency staff hours for the estimated scope of services. In the event the actual number of hours of service increases from the benchmark hours, a fee adjustment will be made. Additional hours will be billed at a blended hourly rate of \$145. Agency will not perform any work in excess of the agreed upon services set forth in this SOW without the prior written consent of Client.

This Schedule, any and all required Attachments, and the Agreement constitute the entire understanding between the Parties with regard to the subject matter of this Schedule. The Parties have not made any oral or written representations, warranties, agreements, arrangements, or undertakings between themselves with regard to the matters in this Schedule that are not fully expressed in this Schedule. All documentation contained within this estimate is considered proprietary property of Agency with the express purpose of providing an estimate to Client and not to be shared with other third parties, other than Client's authorized service providers.

Doner Partners LLC ("Agency")

Indiana Economic Development Corporation

By: *Naveen Passey*
 Print Name: Naveen Passey
 Title: CFO
 Date: 2/9/2023

By: _____
 Print Name: _____
 Title: _____
 Date: _____