
AGREEMENT BY AND BETWEEN THE MAYOR AND COUNCIL OF ROCKVILLE AND INSTRUMENTL, INC.

This Agreement (this “**Agreement**”) is made this ____ day of January, 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and Maryland municipal corporation (the “**Mayor and Council**” or “**City**”), acting through its City Manager, and **INSTRUMENTL, INC.**, a Delaware corporation (“**Instrumentl**”). The Mayor and Council and Instrumentl are each a “**Party**” or collectively are the “**Parties**” to this Agreement.

RECITALS

WHEREAS, the City’s Department of Housing and Community Development (“**DHCD**”) has several community partners with whom it works with regarding grants to serve the residents of the City of Rockville; and

WHEREAS, Instrumentl has a program titled Instrumentl Community Partner Program (“**Program**”) which is designed to support members of nonprofit associations and community groups with grant-seeking resources and exclusive offers to the Instrumentl platform; and

WHEREAS, the City desires to work with Instrumentl to create a referral program at no cost to the City; and

WHEREAS, as part of the Program, the City will receive a unique discount code to offer to its members for access to Instrumentl’s platform at a reduced rate; and

WHEREAS, the City will provide referrals and promotion of the Program to DHCD’s community partners; and

WHEREAS, Instrumentl and the City desire to enter into this Agreement to formally document the partnership to provide the Program to the City’s community partners as well as to document the roles and responsibilities of the parties in relation to the Program.

NOW THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement by reference, the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- I. Term.** This Agreement commences on the Effective Date and expires after 12 months, or terminated sooner in accordance with Section VI, below.

- II. Scope of Services.** The City agrees to provide referral to its community partners to the Program to have access to grant-seeking resources and other exclusive offers on the Instrumentl platform through a unique discount code.
- III. Instrumentl Responsibilities.** Instrumentl agrees to comply with the following provisions:
- a. Instrumentl may host a co-branded informational webinar for the City's DHCD's community partners about the Program and grant fundraising;
 - b. Instrumentl will provide each organization with an Instrumentl discount code as part of its partnership with the City; and
 - c. Instrumentl will offer discounts to the organizations who subscribe to the Program with the discount code.
- IV. City Responsibilities.** The City agrees to comply with the following provisions:
- a. The City may promote and solicit sales referrals for the sale of the Company's generally commercially available solutions.
 - b. The City will use the then-current names for the services and will not add to, delete from or modify any sales or marketing documentation or materials provided by Instrumentl.
 - c. The City will not make any warranties or guarantees to any prospective customer that purport to be by or on behalf of Instrumentl.
- V. Equal Employment.** Instrumentl will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. Instrumentl will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Instrumentl agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Instrumentl must also include the same nondiscrimination language in all subcontracts.

If the Instrumentl fails to comply with this provision or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this Agreement may be declared void *ab initio*, cancelled, terminated or suspended in whole or in part and

Instrumentl may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, Instrumentl will permit access to Instrumentl's books, records, and accounts. If the City Manager concludes that Instrumentl has failed to comply with this nondiscrimination clause, the remedies set out above may be invoked.

VI. Termination. The City reserves the right to terminate this Agreement at any time with or without cause, upon ten (10) days' written notice to Instrumentl, except where termination is due to the fault of Instrumentl, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Instrumentl may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the City. Upon termination or expiration of this Agreement for any reason whatsoever, the City (i) shall cease all referral activities, (ii) shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the parties, and (iii) will immediately return to Instrumentl all proprietary information and any other information or materials of Instrumentl in its possession, custody or control in whatever form held (including copies or embodiments thereof relating thereto). Notwithstanding the foregoing, the right to payments accruing prior to the termination date shall survive termination or expiration of this Agreement

VII. Miscellaneous Provisions.

- a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between Instrumentl and the City shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the City:

City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Ryan Trout, Director of Housing and
Community Development
Email: rtrout@rockvillemd.gov

With a Copies to:

Jeff Mihelich, City Manager
Email: jmihelich@rockvillemd.gov
Robert E. Dawson, City Attorney
Email: rdawson@rockvillemd.gov

To Instrumentl:

Katarina Leiser
Email: katarina@instrumentl.com

Greg Lyons
Email: greg@instrumentl.com

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- b. Relationship of Parties. No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by and among the Parties pursuant to this Agreement.
- c. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- d. Assignment. Instrumentl shall not assign or transfer any interest in this Agreement nor the performance of any of the Instrumentl's obligations under this Agreement, without the prior written consent of the City Manager (but it may assign this Agreement on thirty (30) days notice to a successor to all or substantially all of its business or assets). In the event the City Manager determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by Instrumentl without the written consent of the City Manager, then the City Manager may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- e. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party to this Agreement, whether a third-party beneficiary or otherwise.
- f. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected by the court's decision to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be

unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

- g. Indemnification. Instrumentl indemnifies and holds harmless, the Mayor and Council, its employees, agents, successors and assigns (collectively, “Indemnitees”) against liability for any suits, actions or claims of any character arising from or related to the performance by Instrumentl (or its officers, agents, employees, successors and assigns) of any of its rights or obligations under this Agreement (provided that the Indemnitees provide Instrumentl with prompt written notice of all claims – and sole control of all defense and settlement activities, while providing the Mayor and Council with written notice regarding any settlement). This section shall survive the term of this Agreement.
- h. Liability. Instrumentl releases the Mayor and Council, its employees and agents, from and agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys’ fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with this Agreement, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.
- i. Limitation on Liability. Instrumentl will not be liable in connection with this Agreement for any (i) incidental, special or consequential damages, or (ii) amounts, in the aggregate, in excess of US\$10,000.
- j. No Attorneys’ Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys’ fees.
- k. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. Each Party consents to the jurisdiction and venue of the courts of Montgomery County, Maryland.
- l. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned, or incidental, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications must be in writing and signed by the appropriate authorities of the Parties. The Mayor and Council’s failure to act with respect to a breach by RMSC-PC does not waive its right to act with respect to subsequent or similar breaches. The failure of the Mayor and Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- m. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated in this Agreement.
- n. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a Maryland municipal corporation

By: _____
Jeff Mihelich, City Manager

Approved as to form and legality:

Robert E. Dawson
City Attorney

INSTRUMENTL, INC., a Delaware corporation

By: _____
Gauri Manglik, Chief Executive Officer