Integration Partner Summary

This Local Contexts Integration Partner Summary is entered into by and between Local Contexts, a Navajo Nation nonstock corporation located at 240 Greene Street, L4 Rm 405, New York, NY 10003 US ("Local Contexts"), and _____

ACCOUNT NAME

a [ ] NON-PROFIT [ ] GOVERNMENT [ ] COMMERCIAL or [ ] OTHER entity located at

_____

ADDRESS

_____

CITY STATE COUNTRY ZIP CODE

("Integration Partner"), as of the Agreement Date (as defined below). In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Local Contexts and the Integration Partner (each a "Party" and together the "Parties") hereby agree to the terms, conditions and obligations set forth below and in the Local Contexts Integration Partner Agreement, which is attached hereto and incorporated herein by reference. **Capitalized terms not defined elsewhere are defined in the Local Contexts Terms and Conditions of Use** (which is incorporated herein by reference). **This Local Contexts Integration Partner Summary; the Local Contexts Integration Partner Agreement; and the referenced Privacy Policy, Indigenous Data Sovereignty Agreement, Dispute Procedures, and Terms and Conditions of Use are collectively, the "Agreement" and constitute the entire agreement of the Parties regarding the subject matter hereof.**

	Integration Partner Main Contact and Authorized Signatory	**Integration Partner Technical Contact**
Name		
Title		
Email		
Phone		

The Main Contact indicated by Integration Partner shall be the person who (i) represents Integration Partner for purposes of notice under this Agreement and Local Context's bylaws,

and (ii) otherwise acts on behalf of Integration Partner hereunder and under the bylaws. Additional notices should be sent to

Local Contexts Main Contact: integrationpartners@localcontexts.org

Initial Term: ___ year(s) starting _____ ("Effective Date")

Use of Trademark: Local Contexts is a community-based initiative and, as such, is eager to promote the participation of its Integration Partners. To that end, if the "Agree" box is checked below, Local Contexts may, during the Initial Term and any Renewal Term, use Integration Partner's name and logo for the limited purposes of indicating that Local Contexts and Integration Partner have entered into this Agreement, to identify Integration Partner as an Integration Partner of Local Contexts, and to share any public links Integration Partner creates from its website to the Local Contexts website.

- ☐ Agree
- ☐ Disagree

Payment Terms: US$1,500 per year.

This Local Contexts Integration Partner Summary and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Local Contexts Integration Partner Summary to be executed by a duly authorized representative.

INTEGRATION PARTNER Authorized Signatory	LOCAL CONTEXTS, Inc.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email address: _____	Email address: _____
Date: _____	Date: _____

Local Contexts Integration Partner Agreement

This is the Local Contexts Integration Partner Agreement referenced in the Local Contexts Integration Partner Summary between Local Contexts and INTEGRATION PARTNER and is an integral part thereof. Terms not defined in the Local Contexts Integration Partner Summary or herein are defined in **the Terms and Conditions of Use**.

1. Grant of Integration Partner Benefits

Integration Partner shall have the Integration Partner Benefits available, which shall include at a minimum those benefits set forth in this Article 1. Integration Partner Benefits may be added and amended from time to time by Local Contexts beyond those set forth in this Article 1, and current Integration Partner Benefits shall appear on the Local Contexts website. All Integration Partner Benefits are subject to the terms and conditions of this Agreement. The Integration Partner Benefits set forth in **Section 1.1** and the other Integration Partner Benefits shall remain in effect for the Initial Term (or the relevant Renewal Term) of the Agreement set forth in Local Contexts Integration Partner Summary, unless earlier terminated under **Article 3** or restricted by the **Terms and Conditions of Use**.

1.1 Integration Partner Benefits

As of the Effective Date, and subject to timely updating of Integration Partner contact information, Local Contexts grants to Integration Partner non-transferable Integration Partner API Credential(s) to access the Integration Partner APIs, subject to this Agreement. All rights not expressly granted herein are reserved by Local Contexts. Nothing herein shall require Integration Partner to exercise any of the Integration Partner Benefits.

1.2 Hub Integration

Integration Partner shall have the ability to use the Integration Partner APIs to integrate Labels and Notices into their platform to support the recognition of Indigenous interests. Integration Partner shall be responsible for maintaining the security of their API Credentials, maintaining their contact information, and meeting with Local Contexts at least annually to review and renew their Integration Partner status.

1.3 Training and Technical Support

Integration Partner shall have access to technical support which must be coordinated through the Integration Partner Administrator set forth in the Local Contexts Integration Partner Summary.

1.4 Certified Integration Partnership Eligibility

Integration Partners who meet the following requirements are eligible to be listed on the Local Contexts webpage and receive an Integration Partner logo:

i. Demonstrate certification requirements are met by either performing a live walkthrough via screencast or providing a link to a product video.
ii. Provide a link to customer-facing product documentation (e.g., marketing materials, knowledge base articles, etc.).
iii. Provide a link to end-user documentation if appropriate (e.g., help pages for those using the Local Contexts Hub within the system). For some Integration Partners, like software vendors, this might not apply.
iv. Provide a product contact who can receive product related updates from Local Contexts.

1.5 Use of Local Contexts Trademarks

Integration Partners whose Local Contexts Labels and Notices integration is verified by the Local Contexts team as described in Section 1.4 will be listed as an Integration Partner on the Local Contexts website and provided a Local Contexts “Integration Partner” logo to announce its status as an Integration Partner, subject to Licensee’s compliance with any reasonable brand and trademark usage guidelines provided by Local Contexts. Integration Partner may not use the Marks in any way likely to cause confusion as to the origin of Local Contexts goods or services or to suggest endorsement by Local Contexts.

2. Fees

Integration Partner shall make payments to Local Contexts, under the terms set forth in the Local Contexts Integration Partner Summary. Local Contexts reserves the right to charge additional fees for any additional Integration Partner Benefits that become available and that Integration Partner elects to purchase during the Initial Term (or Renewal Term). Integration Partner shall be solely responsible for all costs associated with its hardware and the network connections from the hardware to the Internet as it deems necessary to provide its access to and use of the Local Contexts Hub and Integration Partner APIs and Integration Partner Benefits. Integration Partner shall be solely responsible for sales, use, or other taxes or other costs and fees relating to Integration Partner’s use of the Integration Partner API Credential(s), the Local Contexts Hub, and the Integration Partner Benefits.

3. Term and Termination

3.1 Term/Renewal Term

This Agreement shall continue in effect for the period set forth in the Local Contexts Integration Partner Summary (the “Initial Term”). Each Renewal Term shall be one year and shall commence the first day following the end the Initial Term or the then-current Renewal Term (unless otherwise set forth in a renewal invoice from Local Contexts).

3.2 Termination without Cause

Local Contexts shall have the right to terminate this Agreement at the end of the Initial Term or any Renewal Term by providing at least 60 days' notice prior to the end of the term. Integration Partner may terminate this Agreement at any time but shall not be entitled to reimbursement of any fees in the case of termination without cause.

3.3 Termination for Breach

In the event that either Party believes that the other Party has materially breached any obligations, representations, or warranties under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party will have ten (10) days from the receipt of such notice to cure the alleged breach and to notify in writing the non-breaching party that such cure has been effected. If the breach is not cured within the 10-day period, the non-breaching party shall have the right to terminate the Agreement immediately upon written notice. Nothing in this **Section 3.3** shall limit Local Contexts's rights under the Terms and Conditions of Use.

3.4 Effect of Termination

Upon the termination or expiration of this Agreement, whichever comes first, Integration Partner's access to the Integration Partner API Credential(s), Integration Partner APIs, and Integration Partner Benefits shall be immediately terminated. To the extent that Integration Partner has deposited/edited any Notice, Notification, or Project Data, such data will remain in the Local Contexts Hub unless removed by the Integration Partner before termination, or by Local Contexts pursuant to the Terms and Conditions of Use. Notwithstanding the foregoing, Integration Partner shall have the ability to correct any information it discovers is incorrect after termination by informing Local Contexts, and Local Contexts shall seek to promptly correct the inaccuracy through its Dispute Procedures.

3.5 Survival

The provisions of Section 3.4 (Effect of Termination), Section 3.5 (Survival), and Section 4 (Miscellaneous) shall survive any termination or expiration of this Agreement and continue in effect.

4. Miscellaneous

4.1. Authority

Each Party represents and warrants that it has the authority to enter into this Agreement. Each Party further represents and warrants that it has caused the Local Contexts Integration Partner Summary to be executed by a duly authorized representative.

4.2 Entire Agreement

The terms and conditions of this Agreement, including all terms incorporated by reference, shall supersede all prior oral and written agreements between the Parties with respect to the subject

matter of this Agreement and shall constitute the entire Agreement between the Parties with respect to its subject matter. If the Parties have entered into Standard Contractual Clauses related to the transfer and processing of personal data, such clauses shall be an integral part of the agreement as well.

4.3 Agreement Modifications

To account for the evolution of Local Contexts and its sustainability and to operate in compliance with the laws in multiple jurisdictions, Local Contexts reserves the right to modify this Agreement, provided that (i) no such modification will be retroactive; and (ii) Local Contexts will provide Integration Partner with 60 days' advance written notice of any such modifications. Continued acceptance of the terms and conditions of this Agreement is a condition of the Integration Partner Benefits and the Integration Partners granted hereunder. If Integration Partner objects to any such modifications, Integration Partner may terminate this Agreement (effective as of the effective date of such modifications) by providing written notice to Local Contexts prior to the effective date. Except as set forth in this Section, and elsewhere herein (e.g., the Privacy Policy, the Local Contexts Dispute Procedures, increases in the Integration Partner Benefits, and updates to contact information), all amendments to this Agreement must be made in writing and signed by both Parties.

4.4 Notices

All notices required or given pursuant to this Agreement or Local Contexts's bylaws shall be in writing in English and shall be effective if sent as follows: (i) by internationally recognized courier (e.g., FedEx, DHL), or (ii) by electronic mail. Notice shall be deemed given and received on the next business day following the scheduled delivery date for courier and the next business day following the date sent for electronic mail. Notice shall be addressed and delivered to the Main Contact set forth in the Local Contexts Integration Partner Summary, which Integration Partner shall keep up to date. Either Party may from time to time change the name and contact information of the Main Contact by notice to the other Party.

4.5 Disputes/Governing Law

(i) This Agreement shall be interpreted under and governed by the laws of the Navajo Nation, excluding any laws that might direct the application of the laws of another jurisdiction.

(ii) Except for disputes described in the Terms and Conditions of Use which shall be governed by the Local Contexts Dispute Procedures, if the Parties cannot resolve disputes arising out of or relating to this Agreement in an amicable manner, they shall do so through a desk arbitration administered by the American Arbitration Association in the case of domestic disputes and the International Centre for Dispute Resolution of the American Arbitration Association in the case of international disputes (either, the "AAA") governed by its applicable rules, as modified by the following: (i) regardless of the controversy, the matter shall be determined by one arbitrator familiar with the information technology sector based upon written submissions in English and one or more telephonic hearings in English (as determined by the arbitrator); (ii) the Parties

shall submit documents pertaining to the arbitration consistent with AAA rules and as directed by the arbitrator; and (iii) the arbitrator shall render a final binding decision 14 days after the arbitrator declares the hearing closed. The Parties agree that a judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction in Navajo Nation or United States (and the Parties consent to such jurisdiction) injunctive or any other type of equitable relief that is necessary to protect the rights or property of that Party, pending arbitration or final determination of the merits of the controversy via arbitration. Subscriber acknowledges that unauthorized use of the Local Contexts Hub or APIs would cause Local Contexts irreparable harm.

(iii) The Parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.

4.6 Limitation on Assignment

Except as expressly set forth in this Agreement, neither Party may assign, subcontract, or sublicense (collectively, “transfer”) its rights and obligations under this Agreement in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, and any delegation or transfer to the contrary shall be null and void; provided, however, that such transfer (including, without limitation, a transfer by Local Contexts of the Local Contexts Hub) in the event of a merger, dissolution, or other corporate restructuring shall be permissible without prior consent, provided that (a) the transferee agrees to be bound by the terms of this Agreement, and (b) written notice is provided to the other Party.

4.7 No Agency, Joint Venture or Partnership

Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the Parties.

4.8 No Third Party Beneficiaries

This Agreement has been executed for the sole benefit of the Parties that are signatories to the Local Contexts Integration Partner Summary and is not intended for the benefit of any third party, regardless of any laws to the contrary.

4.9 Waiver or Invalidity of any Provision

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision(s) of this Agreement is/are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

4.10 Force Majeure

No Party shall be in breach of this Agreement to the extent a failure to perform an obligation hereunder results from a condition(s) that is beyond the Party's reasonable control, including, but not limited to, strikes, labor disputes, terrorist acts, or governmental requirements.

4.11 Ethical Behavior

Each Party represents and warrants that it has not and shall not, nor to its knowledge has or will any person acting on its behalf, act in violation of applicable anti-bribery and-corruption laws in effect in its jurisdiction(s) of operation or its own internal policies related to such matters. Notwithstanding any other provision of this Agreement, any breach by either Party of this Section 9.10 may be regarded by the other Party as incapable of remedy and permitting the nonbreaching Party, without prejudice to its other rights and remedies, to terminate this Agreement immediately upon notice.

4.12 Drafting

This Agreement shall not be construed or interpreted against either Party as the drafter.

4.13 Government Subscribers

If Subscriber is a government entity, then (i) Section 4.5(i)-(ii) of this Agreement shall be inapplicable and (ii) the Local Contexts Terms and Conditions of Use are hereby amended to exclude Section 10 ("Jurisdiction").