



**ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT™**

AUG 22 2018

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CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
AUTOMATED CUSTOMER RESPONSE SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

CONTRACT NO: 73303

CONTRACT NOT-TO-EXCEED AMOUNT: \$20,400.00

CONTRACTOR: Satisfi Labs, Inc.
1460 Broadway
New York, New York 10036

FEDERAL I.D. #: 81 - 3107811

ESTIMATED ANNUAL ENCUMBRANCES:

FY 2019	\$18,700.00
FY 2020	\$ 1,700.00

AUTHORIZED BY:	ORDINANCE NO.:	70540
	BUDGET ACCOUNT:	5659

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
ST. LOUIS, MISSOURI

CITY OF ST. LOUIS
PROFESSIONAL SERVICE AGREEMENT FOR
AUTOMATED CUSTOMER RESPONSE SERVICES AT
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

This Agreement, made and entered into this 16th day of August, 2018 (the "Agreement" or "Contract"), by and between the City of St. Louis, a municipal corporation of the State of Missouri (the "City" or "Customer") and Satisfi Labs, Inc. (the "Contractor" or "Satisfi").

WITNESSETH THAT:

WHEREAS, City owns and operates St. Louis Lambert International Airport (the "Airport"); and

WHEREAS, City seeks to contract with the Contractor for certain services described herein.

NOW, THEREFORE, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenants, and conditions hereinafter set forth.

1. Introduction

Satisfi is a location-based communication technology, accessible on your customers' smart devices, that drives interactions with the speed and accuracy of automation and the personalization of a face-to-face engagement.

Satisfi effectively removes location-specific hurdles to your customer's satisfaction by providing services and information in real-time to improve their experiences. Satisfi delivers a hybrid of intelligent chat automation, robotics and personalized human connectivity to drive transactions and acquire guest intelligence.

1.1 Overview

St. Louis Lambert Airport will engage guests through the use conversation services to provide a portal for their customers to engage in both entertainment and informational purposes.

Satisfi will provide the St. Louis Lambert International Airport interactive communication software required to give guest unique conversation-based experiences to entertain customers and assist in the navigation of all St. Louis Lambert International Airport terminals and properties. The customer experience will match St. Louis Lambert International Airport's brand style and incorporate page layout and flow feedback from the marketing team where appropriate.

1.2 Scope of Work

Platform Solution

The platform solution delivers an interactive, AI driven experience that can be delivered via omni-channel pathways including mobile, desktop, voice and humanoid.

SMS

SMS is one of the most popular forms of communication because it does not require a download and is positioned as the most direct method of communication. Satisfi can provide a 10-digit number with the appropriate area code, a keyword on short code 41234 or thanks to a new partner we can enable your landline or toll free number to accept SMS submissions.

Web

For desktop, a small pop-up can be made available at the bottom of the screen on the desktop for each website as well to mimic the SMS experience in another activation point.

Human Interaction

Satisfi support human-machine hybrid communication when a person needs to be added to the formula for extended concierge services.



Robotics (Optional, not included)

Satisfi can replicate the “brain” in Softbank’s Pepper humanoid. It has voice-to-text and text-to-voice technology which enables the humanoid to animate the responses both in eye-contact, hand gestures and media on the chest panel.

Voice (Optional, not included)

Amazon Echo is a new deployment option which could be deployed in the property or in areas around the location. This skill can be set up at surrounding properties to market the location in order to drive more activity.

1.3 Reporting & Key Metrics

Satisfi’s standard package includes various reporting features to analyze the data acquired through customer usage.

Additional Services

Satisfi also includes custom reporting and development options throughout the engagement which can be created through the custom development allotment in the form. Satisfi will uncover guest intents and enable smart delivery mechanisms for products and services.

1.4 Support

St. Louis Lambert International Airport will be provided 24/7 support by phone and cs@satis.fi for email support.

1.5 Pricing

CUSTOMER INFORMATION			
Customer Name: St. Louis Lambert International Airport ("Customer") Address: P.O. Box 10212 St. Louis, MO 63145 (314) 426-8178 Main Contact Name: Robert Salarano		Purchase order N° Accounts Payable Contact: Email:	
DETAILS & PRICE			
Quantity	Description	Monthly	Term
1	Satisfi AI Conversation Package - Transportation • 300 responses • Desktop Pop-up for website • SMS Delivery via ten-digit number or Short Code • Image support for responses • Flight times support • Reporting & Analytics • Live human chat support	\$1,700.00	\$20,400.00
1	AI training and implementation	\$Included	\$Included
Specific Terms & Notes The license includes 10,000 text submissions per month. Any texts above the allowance will be directed to website. Pricing is exclusive of any applicable sales taxes. The parties will be bound by the Terms of Service at http://biz.satis.fi/terms-of-service/ , (Attachment 2)		Total Monthly \$1,700.00	Total Due \$20,400.00

Service Start Date	8/1/2018
Payment terms	Payment in advance net 30 days of receipt of invoice. Monthly Invoicing on Implementation Start Date.
Contract Term	12 months
Account Executive	Don White

2. **MISSOURI UNAUTHORIZED ALIENS LAW**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Attachment 1** entitled “Affidavit”. Contractor’s failure to comply at all times with the Missouri Unauthorized Aliens Law or the provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit C) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.

3. **TERM**

The term of the Agreement will be for one (1) year beginning on the Commencement Date specified below and ending twelve (12) months thereafter unless terminated or cancelled as provided for below. The Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates are as follows:

“**Commencement Date**”: **August 1, 2018** “**Expiration Date**”: **July 31, 2019**

Either party may cancel this Agreement upon thirty (30) days written notice, and such cancelation shall be deemed a no fault cancelation.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

SATISFI LABS, INC.

ATTEST:

By: Don White 5/16/2018 12:51:01 PM PDT
Signature Date

[Signature]
Signature Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 11th day of July, 2018, by the Airport Commission.

By: [Signature] 7/12/18
Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on July 18, 2018.

By: Stephanie M Green 07/26/18
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

[Signature] 7/3/18
City Counselor Date

COUNTERSIGNED BY:

Darlene Green 8/1/18
Comptroller Date

ATTESTED TO BY:

[Signature]
Register Date

COMPTROLLER'S OFFICE

DOCUMENT # 73303

Attachment 1

Missouri Unauthorized Aliens Law Affidavit

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:33:25 +0000

STATE OF New York)
COUNTY OF New York) SS.

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared Rungson Samroengraja (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Rungson Samroengraja (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the President and COO (Position/Title) of Satisfi Labs Inc. (Contractor).

I have the legal authority to make the following assertions:

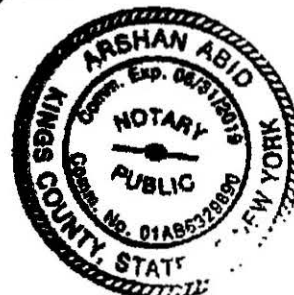
1. Satisfi Labs Inc. (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with AI-powered Chatbot for St. Louis Lambert International Airport (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Satisfi Labs Inc. (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with the Agreement.

[Signature]
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 6 day of Dec, 2017.

[Signature]
Notary Public

My Commission Expires: 08/31/2019.



Attachment 2

Terms of Service

Confidential
garvinm@stlouis-mo.gov
2020-01-16 13:33:25 +0000

Terms of Service

This document outlines the terms and conditions that apply to the provision of products, documentation, materials and services (together, "Service(s)") provided by Satisfi Labs Inc ("Satisfi", "we", "us") to your company ("Customer," "you"). This document is written to incorporate and be incorporated by the Satisfi order form ("Order Form") and is intended to be read in conjunction with the applicable Order Form. Once signed, the Order Form combined with these terms together constitute the entire agreement ("Agreement") between the parties specified on the Order Form. This Agreement begins on the date appearing on the Order Form ("Service Start Date").

1. ACCESS TO THE SERVICE

The Service is a software-as-a-service application that enables real-time engagement through mobile devices. Subject to payment of fees, Satisfi grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for you and your authorized users to use the Service as set out in the Order Form and pursuant to the terms of this Agreement.

2. CHARGES AND PAYMENT

2.1 You agree to pay the fees set out in the applicable Order Form. Unless otherwise agreed, Fees are due annually in advance. Satisfi may increase its fees from time to time, save that this will not affect the current fees payable with an existing Order Form. Satisfi will only increase fees by written notice.

2.2 You shall notify Satisfi in writing within fifteen (15) calendar days of receipt of an incorrect or invalid invoice, giving your reasons. If only part of an invoice is disputed, you pay the undisputed amount as detailed herein.

2.3 Except where any payments are disputed in good faith, if we have not received payment within thirty (30) calendar days after the due date, and without prejudice to any other rights and remedies available to us: a) we may, without liability to you, give you seven (7) calendar days' notice before we suspend or temporarily disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and b) interest will accrue on such due amounts at an annual rate equal to 2% over the then current Wall Street Journal Prime Rate at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid.

2.4 All amounts and fees stated or referred to in this Agreement: a) are payable in the currency specified in the Order Form or otherwise agreed by the parties in writing; b) are exclusive of sales tax unless otherwise expressly stated. Sales tax will be charged where applicable.

2.5 The Agreement is subject to annual appropriations by the Board of Aldermen. Customer may terminate the Agreement with thirty (30) days' notice if funds are not appropriated for the next fiscal year.

3. RESTRICTIONS

During the term of the Agreement, you shall not: a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; c) access all or any part of the Service in order to build a product or service which competes with the Service; d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the authorized users.

You acknowledge and agree that you will not knowingly contribute any content or material to the Service that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable. We may, without liability to you, disable the Service to the extent necessary to disable access to any content or material that breaches the provisions of this Section.

You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Service and, on becoming aware of any such unauthorized access or use, promptly notify Satisfi.

4. YOUR CONTENT

We do not claim ownership in the content we host on your behalf as a result of your use of the Service ("Your Content"). You retain all right, title and interest in and to Your Content although you grant us the right to use Your Content solely for the purpose of providing and improving the Service. Satisfi shall not be responsible for the legality, reliability, integrity, accuracy and quality of Your Content, or content submitted by your authorized users.

5. CONFIDENTIALITY

The parties agree to hold, by using the same degree of care that it takes for its own information of a similar nature, each other's Confidential Information in confidence. "Confidential Information" means all documentation, technical information, software, business information, pricing of the Services, trade secrets or know-how or other materials of a confidential nature or that are disclosed in confidence by either party to the other during the term of this Agreement.

6. PRIVACY

Please see Satisfi's Privacy Policy, available [here](#), for information on Satisfi's treatment of personally identifiable information, which is hereby incorporated by reference.

7. INTELLECTUAL PROPERTY

Satisfi owns all right, title and interest in and to the Services and any and all Intellectual Property Rights embodied therein. "Intellectual Property Rights" means (a) patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and any other intellectual

property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, including the "look and feel" of any websites; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction whether registered, registrable or otherwise.

8. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

8.1 THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SATISFI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. SATISFI EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.

8.2 UNDER NO CIRCUMSTANCES WILL SATISFI BE LIABLE FOR I) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF SATISFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; II) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (III) FOR ANY MATTER BEYOND SATISFI'S REASONABLE CONTROL.

8.3 IN NO EVENT WILL SATISFI'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY YOU FOR THE SERVICE IN THE PREVIOUS TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. TERM AND TERMINATION

The Service will commence on the Service Start Date detailed in the Order Form and will continue for the term set out in the Order Form.

Either party may terminate this Agreement: (i) for material breach upon thirty (30) days written notice unless such breach is cured within thirty (30) days; (ii) with immediate effect by notice in writing if the other party is subject to any proceeding under a state or federal insolvency law, becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or (iii) with immediate effect by notice in writing if any force majeure event prevents the performance of the whole or a substantial part of the party's obligations for a continuous period of thirty (30) days after the date on which it should have been performed.

On termination of this Agreement for any reason, all licenses granted under this Agreement will immediately terminate and your right to access and use the Service will end. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination will not be affected or prejudiced. All paid fees for the Service are non-cancellable and non-refundable. You may, for a period of sixty (60) days from such termination, retrieve all of Your Content from Satisfi. Thereafter, Satisfi may delete or erase all or any of Your Content. On your written request at any stage during the Agreement, Satisfi shall promptly delete Your Content, unless prohibited by applicable law.

10. GENERAL

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: non-availability or failure of any third party service, act of God, governmental act, war, fire, flood, explosion, communications or failure of the Internet or civil commotion. The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, not to be unreasonably withheld or delayed. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Satisfi in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

This Agreement constitutes the complete and entire agreement of the parties and supersede all previous communications, oral or written, and all other communications between us relating to the use of the Services. No representations or statements of any kind made by either party, which are not expressly stated herein, will be binding on such party. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri and any claim or dispute between Customer and Satisfi that arises in whole or in part from this Agreement shall be decided by a court of competent jurisdiction located in St. Louis, Missouri.