



PI Worldwide

PREDICTIVE INDEX®
CLIENT AGREEMENT

This Predictive Index® Client Agreement (together with the attached Terms and Conditions and other exhibit hereto, the "Agreement") is entered into as of December 1, 2013, by and between City of McKinney ("Client") and R.H. Sweeney Associates ("Consultant"), an authorized Licensee of PI Worldwide, each with an address as set forth below in its signature block.

1. Right to Use. Subject to the terms and conditions of this Agreement, Consultant hereby grants Client a non-exclusive, non-transferable, right to use, during the Term (as hereinafter defined), the Predictive Index® (the "Predictive Index"), accessPI™ ("accessPI") and/or other basic software provided to access and/or administer the Predictive Index for use only with employees and prospective employees of the Client and Client-owned vertical business units, branches, divisions, departments, or locations, or subsidiary companies listed on Exhibit B attached hereto and made a part hereof (the "Client Group") for up to the Maximum Headcount (as hereinafter defined) of Client Group. Client obtains only the rights expressly set forth in this Agreement, and no implied rights are granted.

2. Maximum Headcount. As of the date of this Agreement, the Client's total number of employees at Client Company (including majority-owned subsidiaries) is 860. The right to use herein granted is limited to a maximum 1,000 employees (the "Maximum Headcount"). If Client wishes to extend its right to use beyond the Client Group or the Maximum Headcount, Client shall notify Consultant, and this Agreement will be amended or replaced.

3. Term. The initial term of this Agreement shall begin on December 1, 2013 (the "Start Date") and shall continue for one year (the "Initial Term"). Following the Initial Term, at the option of the Client, this Agreement may be renewed on each anniversary of the Start Date for a further one year term (each a "Renewal Term" and collectively with the Initial Term, the "Term").

4. Fees. The annual fee for Client's use of the Proprietary Information (as hereinafter defined), and Consultant's review, guidance and statistical studies in support of such use, within Client Group and for the Maximum Headcount, is \$ 14500 (the "Initial Annual Fee"). The annual fee for each Renewal Term is to be determined pursuant to Consultant's then effective fee schedule for each year (the "Renewal Annual Fee"). The Initial Annual Fee and each Renewal Annual Fee are due and payable to Consultant on or before the commencement of the Initial Term and each Renewal Term respectively.

5. Training. Using the Predictive Index requires skills obtained in the Predictive Index Management Workshop™ (the "Workshop"). We have scheduled participants to attend the Workshop beginning TBD, for a separate per-participant fee. Participants who (i) complete the Workshop, and thereby receive the training needed to administer, interpret and apply the Predictive Index at or for Client Group, and (ii) have entered into an Analyst Agreement, shall be "PI Analysts". The Predictive Index shall be used only by PI Analysts of Client Group for the Maximum Headcount of Client Group. The Predictive Index may not be used under any circumstances to provide services to or for a third party including without limitation for recruitment, placement, consulting, counseling or staffing.

IN WITNESS WHEREOF, as of the date first written above the parties hereto have executed this Agreement, which incorporates the standard terms and conditions attached hereto as Exhibit A and represents the entire agreement between the parties as to the subject matter. The parties signing below represent and warrant that they have the authority to execute this Agreement.

Consultant:

R.H. Sweeney Associates
757 Lonesome Dove Trail
Hurst, TX 76054

Client:

City of McKinney
222 N. Tennessee Street,
McKinney, TX 75069

Signature

Richard H Sweeney President
Print Name Title

rich@rhsweeney.com 817-520-8200
Email Phone

Client Authorized Signature

Jason Gray City Manager
Print Name Title

jgray@mckinneytexas.org 972-547-7520
Email Phone

Company Website: http://www.mckinneytexas.org/

accessPI™ contact name: Jason Gray

accessPI™ contact email: jgray@mckinneytexas.org

accessPI™ contact title City Manager

accessPI™ contact phone: 972-547-7520



PI Worldwide

EXHIBIT A
PREDICTIVE INDEX® CLIENT AGREEMENT
TERMS AND CONDITIONS

1. Proprietary Information. Client acknowledges and agrees that the Predictive Index and materials furnished in connection with the use of the Predictive Index, including without limitation all written materials, *accessPI* and other software provided (collectively with the Predictive Index, the “**Proprietary Information**”) contain copyrighted materials, trade secrets and confidential information of Praendex Incorporated d/b/a PI Worldwide (hereinafter “**PI Worldwide**”), and are made available to clients of both PI Worldwide and its Consultants, such as Client, solely for clients’ use. Client shall not copy, distribute or reverse engineer the Proprietary Information at any time. Except as authorized hereunder, Client shall (a) keep the Proprietary Information confidential, (b) use it only as permitted by this Agreement; and (c) not disclose or make available the Proprietary Information to any third party for any reason whatsoever, except as required by law. Except as otherwise expressly provided herein, PI Worldwide owns and shall retain all of its right, title and interest in and to the Proprietary Information, and Client shall not make any claim to the contrary. Client further acknowledges that the Proprietary Information have been created, developed and maintained by PI Worldwide at great expense of time and money such that misappropriation or unauthorized disclosure or use of the Proprietary Information by others for commercial gain would unfairly and irreparably harm PI Worldwide, in a manner for which damages would not be an adequate remedy, and Client consents to PI Worldwide obtaining injunctive relief to restrain any breach or threatened breach of this Agreement.

2. Access to *accessPI*. During the Term, *accessPI* shall be made available to Client as a web-based, password-protected service, such that *accessPI* is continuously available for use, subject to periodic maintenance.

3. Passwords. PI Worldwide shall issue Client individual passwords for login to *accessPI* for each PI Analyst and up to one additional administrative person per PI Analyst. Client shall promptly notify PI Worldwide of any password cancellations or changes required and shall be responsible for all use of *accessPI* by means of passwords issued to Client Group personnel. It is Client’s responsibility to safeguard its passwords and keep them confidential, and to avoid use of passwords on public computers or in any manner that would allow a third party to access its computers or Client Data. Client’s use of its passwords authenticates Client’s identity and verifies the instructions entered for any transaction, and PI Worldwide is entitled to act on transaction instructions received when Client’s passwords are used, regardless of whether their use is authorized.

4. Client Systems Responsibility. Client is solely responsible for the set-up, maintenance, and security of the computer and online service used for accessing *accessPI*. Client acknowledges that frequent, regular software updates for internet browsers, antivirus, operating systems, media players, and other communication software are essential to the security of Client’s connection to the Proprietary Information.

5. Client Data. PI Worldwide and Consultant claim no property interest in any data Client or its users enter into *accessPI* or other

software provided, or otherwise maintain, store or exchange in paper or electronic form (the “**Client Data**”), which shall be the exclusive property of Client. Client represents and warrants that it has the right to disclose such Client Data to, or to cause such Client Data to be stored by, PI Worldwide and Consultant, and that PI Worldwide and Consultant’s processing of the Client Data for due performance of this Agreement shall not violate the rights of any third party. Client hereby grants PI Worldwide and Consultant permission to access the Client Data for the purpose of management and administration, and providing Client with Predictive Index-related assistance and consulting.

6. Breach; Termination. If Client fails to pay any fee due under this Agreement, is insolvent, or is otherwise in breach of this Agreement, Consultant may terminate or suspend this Agreement. In addition, PI Worldwide may at any time suspend Client’s access to *accessPI*, and any other software provided, if Client is in breach of this Agreement or using *accessPI* or any other software provided in a manner that impairs the operation of the system. In the event of the termination or expiration of this Agreement, the Client Group shall immediately cease all further use of the Proprietary Information. Client acknowledges that software provided may contain time-limiting codes that disable the software when the Term expires. Client shall be responsible for any breach of this Agreement by Client Group.

7. After Termination. Within ten (10) days after notification of termination or expiration of this Agreement, Client shall return to Consultant all Proprietary Information which have been furnished to Client Group. In the event Client Group continues to use the Proprietary Information after termination or Client fails to return the Proprietary Information, Consultant may, at its option and on written notice to Client, deem this Agreement to be renewed and the above mentioned Renewal Annual Fee(s) shall be immediately due and payable to Consultant. Subject to the payment of any fees due and unpaid, and for an hourly rate to be determined by PI Worldwide, Client has the right to obtain and retain the Predictive Index profiles and reports generated prior to the termination of the Agreement, without modification or removal of any copyright or similar notices.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its conflicts of laws provision.

9. Third Party Beneficiary. PI Worldwide shall be an intended third-party beneficiary of this Agreement and entitled to enforce any provision of this Agreement. This Agreement is subject to approval by PI Worldwide, 16 Laurel Avenue, Wellesley Hills, Massachusetts, USA, 02481, Telephone: 781-235-8872; Fax: 781-235-0959



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**EXHIBIT B
PREDICTIVE INDEX® CLIENT AGREEMENT
CLIENT GROUP**

Client Name: City of McKinney

The listed "units" and/or subsidiaries may not use the Proprietary Information to provide services to any group not listed below.

Part 1: Client-Owned unit(s), branch(es), division(s), department(s), or location(s)	Address	Actual # of Employees
Part 2: Client-Owned Subsidiaries	Address	Actual # of Employees

Maximum Headcount covered by this Agreement (See Page 1, Section 2)

Up to 1000
Employees

***attach additional pages if needed