

|   |                              |                           |            |  |
|---|------------------------------|---------------------------|------------|--|
| <b>Organization</b>   | County of Hidalgo, Texas     |                           | <b>URL</b> | <a href="http://www.co.hidalgo.tx.us">www.co.hidalgo.tx.us</a> |
| <b>Street Address</b>   | 2812 S. Business Highway 281 |                           |            |  |
| <b>Address 2</b>  |                              |                           |            |  |
| <b>City</b>   | Edinburg                     | <b>State</b>              | TX         | <b>Postal Code</b> 78539                                       |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. |                              |                           |            |  |
| <b>Emergency Contact &amp; Mobile Phone</b>   | Renan Ramirez <b>XX</b>      |                           |            |  |
| <b>Emergency Contact &amp; Mobile Phone</b>   | Karina Cardoza <b>XX</b>     |                           |            |  |
| <b>Emergency Contact &amp; Mobile Phone</b>   |                              |                           |            |  |
| <b>Billing Contact</b>  | <b>XX</b>                    | <b>E-Mail</b>             | <b>XX</b>  |  |
| <b>Phone</b>  | <b>XX</b>                    | <b>Ext.</b>               | <b>XX</b>  | <b>Fax</b> <b>XX</b>   |
| <b>Billing Address</b>  | <b>XX</b>                    |                           |            |  |
| <b>Address 2</b>  | <b>XX</b>                    |                           |            |  |
| <b>City</b>   | <b>XX</b>                    | <b>ST</b>                 | <b>XX</b>  | <b>Postal Code</b> <b>XX</b>                                   |
| <b>Tax ID #</b>   | <b>XX</b>                    | <b>Sales Tax Exempt #</b> | <b>XX</b>  |  |
| <b>Billing Terms</b>  | <b>XX</b>                    | <b>Account Rep</b>        | <b>XX</b>  |  |
| <b>Info Required on Invoice (PO or Job #)</b>   | <b>XX</b>                    |                           |            |  |
| <b>Contract Contact</b>   | <b>XX</b>                    | <b>Email</b>              | <b>XX</b>  |  |
| <b>Phone</b>  | <b>XX</b>                    | <b>Ext.</b>               | <b>XX</b>  | <b>Fax</b> <b>XX</b>   |
| <b>Project Contact</b>  | <b>XX</b>                    | <b>Email</b>              | <b>XX</b>  |  |
| <b>Phone</b>  | <b>XX</b>                    | <b>Ext.</b>               | <b>XX</b>  | <b>Fax</b> <b>XX</b>   |

## Terms & Conditions

THIS AGREEMENT is entered into between Icon Enterprises, Inc., doing business as CivicPlus (“CivicPlus”), and Hidalgo County, TX (“Client”), and shall be in effect from November 1, 2010 to October 31, 2011 (the “Effective Date”).

### Billing & Payment Terms

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client’s budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. Service will be discontinued if payment is not made within 30 days after the invoice due date.
4. If the Client’s account exceeds 90 days past due, the web service may be temporarily removed from service until the Client’s account is made current. Client will be given 30 days notice prior to removal of the website for non-payment.

5. Provided the Client's account is current, at any time the Client may request an electronic copy on CD of the website Customer Content. Client agrees to pay \$250 per completed request. Upon termination of services, client may request a complimentary electronic copy of website Customer Content.

### Agreement Renewal

6. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
7. In the event that neither party gives 60 days notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term.
8. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
9. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

### Support

10. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
11. Support includes providing technical support of the CivicPlus CMS System, application support (pages and modules), and maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
12. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the System and reported to CivicPlus by the client, such warranty to include ongoing maintenance upgrades and technical error correction.
13. CivicPlus provides online website statistics software at no extra charge. If Client desires to use another website statistic software, CivicPlus will provide the necessary log file access.

### Changes to Existing Service

14. Effective with this renewal, the following services will be added:

| <b>Services to be ADDED</b>            | <b>One-Time Fee</b>  | <b>Monthly Fee</b>   |
|--|----------------------|----------------------|
| <b>Additional Modules and Upgrades</b> | No additional charge | No additional charge |

--Remainder of this page left intentionally blank--

## Annual Support, Maintenance and Hosting Fee

|   |                 |
|---|-----------------|
| <b>Current Annual Support, Maintenance and Hosting Fee</b><br>Server Storage not to exceed 20GB<br>Media Center Storage not to exceed 10GB      | <b>\$12,600</b> |
| <b>Annual Increase</b>  | <b>\$00</b>     |
| <b>Pay this Amount</b><br>(November and December having been invoiced, this is the prorated amount due for January 1, 2011 to October 31, 2011) | <b>\$10,350</b> |

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Hidalgo County, TX

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

#### Sign and Fax this Copy

Attn: Contract Manager  
Fax: 785-587-8951

#### And – Mail Two (2) Signed Originals

CivicPlus Contract Manager  
317 Houston St., Suite E  
Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

## Exhibit A – Modules & Functionality

| <b>The following modules and functionality will be included with this year's renewal:</b> |   |
|---|---|
| <b>Modules</b>  | <b>Functionality</b>                                  |
| Archive Center  | Action Items Queue                                    |
| Bid Postings  | Audit Trail / History Log                             |
| Business/Resource Directory   | Automated PDF Converter                               |
| Calendar  | Automatic Content Archiving                           |
| Carbon Calculator   | Content Library                                       |
| Document Center   | Dynamic Breadcrumbs                                   |
| Emergency Alert Notification  | Dynamic Sitemap                                       |
| ePay  | Expiring Items Library                                |
| Facilities & Reservations w/50 Facilities   | Graphic Link Administration                           |
| FAQs  | Links Redirect and Broken Links Finder                |
| Featured Info Module  | Menu Management                                       |
| Forms Development Tool  | Mouse-over Menu Structure                             |
| Healthy City Initiative   | Online Editor for Editing and Page Creation (WYSIWYG) |
| Intranet  | Online Web Statistics (Only with CivicPlus Hosting)   |
| Job Postings  | Page Wizard w/Multiple Layouts                        |
| Media Center  | Printer Friendly/Email Page                           |
| NewsFlash   | Rotating Content                                      |
| NotifyMe Email Subscription   | RSS   |
| Online Job Application w/1 Generic Application  | Search Engine Registration                            |
| Opinion Poll  | Site Layout Options                                   |
| Photo Gallery   | Site Search & Entry Log                               |
| Postcard Module   | Slideshow   |
| Quick Links   | User & Group Administration Rights                    |
| Real Estate Locator w/25 Properties   | Web Page Upload Utility                               |
| Request Tracker (5 users)   | Website Administrative Log                            |
| Staff Directory   |   |