

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and The City of Ramsey, a city with its principal place of business at 7550 Sunwood Drive NW, Ramsey, MN 55303 ("Customer") is made effective as of July 1, 2012 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GovQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined such as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) days written notice prior to the current term end date. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate service(s) if payments are not received by WebQA as specified in

Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Ramsey

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Schedule A

A. Service(s): **Software & Seats:** GovQA Software: Unlimited Seats
Data: All Customer Data is Owned By Customer
Authorized website: <http://www.mygovhelp.com/ramsevmn/>
Admin website: <http://www.mygovhelp.com/ramsevmn/zadmin>
Admin Logon: ID: SA Password: PASSWORD

B. Fees: **Main Modules:** At a **Locked-In** subscription cost per month for term of \$ 400.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Service(s) Center | <input checked="" type="checkbox"/> Citizen Portal | <input checked="" type="checkbox"/> Employee Intranet |
| <input checked="" type="checkbox"/> Information Center | <input checked="" type="checkbox"/> Full Reporting | <input checked="" type="checkbox"/> Employee Portal |
| <input checked="" type="checkbox"/> All service(s) upgrades | <input type="checkbox"/> Payment Center with ___ Payment types | |
| <input checked="" type="checkbox"/> Surveys | | |

Implementation and Training: At a **Locked-In** cost of \$ 3,000.

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|---|
| <input checked="" type="checkbox"/> One-time setup and load of 100 Questions into knowledgebase with 2 routing rules setup |
| <input checked="" type="checkbox"/> One-time setup and load of 60 Service Requests with 2 rules per Service Request |
| <input checked="" type="checkbox"/> 1 Day(s) of Online Training (\$1,500 each) |
| <input type="checkbox"/> ___ Day(s) of On-Site Training (\$1,800 each plus expenses) |
| <input checked="" type="checkbox"/> Initial Private Labeling of the Self Service Portal included. Updating of the PL is limited to once per billable term. Additional PL updates will be billed at a cost of <u>\$100/each time</u> . |

Storage: \$ Included

- | |
|---|
| <input checked="" type="checkbox"/> 10 GB storage free with service(s). Additional 10GB is \$20/month |
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C. Terms: **Annual Billable Term Starting: August 1, 2012** **Ending: July 31, 2013.** Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent. Customer will hold a kickoff meeting to launch implementation no later than 15 days from contract start date.

D. Billing: Fees are exclusive of all taxes; billed on an annual basis at time of contract and due upon receipt of invoice. This secures site, servers and resources necessary to begin project.

If payment is not received within 45 days of invoice due date, WebQA has the right to suspend all services until payment is received. Furthermore, customer is responsible for all costs including attorney fees associated to the collections of invoices over 45 days.

E. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is:

Accounts Receivable Dept.,
WebQA Inc,
900 S. Frontage Road, Suite 110
Woodridge, IL 60517

F. Special: No special implementation or customization at this time. If required, attach as Schedule B.

G. Contacts: Organization Name _____
Main Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____
Billing Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____
Purchase Order Number: _____ **Duns Number:** _____