



GSA Statement of Work for Carmel, IN
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	Price Per Hour	Hours	Total Cost
Website Consultant	\$149.01	12	\$1,788.12
Project Manager	\$135.86	88	\$11,955.68
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	94	\$12,359.12
Graphic Designer	\$109.57	312	\$34,185.84
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	224	\$24,543.68
Trainer	\$109.57	18	\$1,972.26
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	520	\$41,932.80
Subtotal			\$128,737.50
Discount			(\$813.50)
Total Fees Year 1			\$127,924.00

Project Implementation and Deployment

- Ultimate Implementation - Municipal Websites Central
- 650x Pages Website Content Development
- 6x Website Virtual System Training (3 hours each)
- 4x Alignment Virtual Consulting (3 hours each)
- Website: Platform IdP Integration Implementation FeeCloudflare Tier 1 WAF/CDN security protection
- SSL Management CivicPlus Provided <https://webbcountvtx.gov/>
- DNS Hosting for .gov
- 48 Month Redesign Ultimate Municipal Websites Central
- AudioEye Managed: <https://webbcount.gov/>

Total Initial Term Fees \$127,924.00

Renewal Term Annual Services (Subject to uplift)

\$33,855.00

1. Performance and payment under this Statement of Work ("SOW") by and between Webb County, Texas ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning at signing and continuing for 1 year (the "Initial Term"). This SOW may be renewed for an additional 1-year Renewal Term upon mutual agreement of the parties.
3. The Total Initial Term Fees, will be invoiced as follows: 50% at signing, the remaining 50% at the sooner of 6 months from signature or completion of implementation.



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4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.

Signature Page to Follow



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Acceptance

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

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

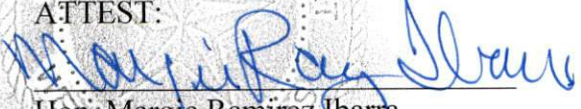
Billing Email:

Billing Address:

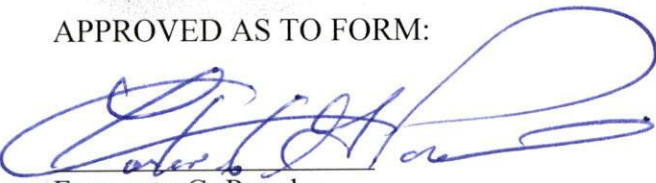
Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

COMMISSIONERS' COURT
ATTEST:


Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).



CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

- I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and
- II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. Either party may terminate this Agreement or any Statement of Work (SOW) by providing sixty (60) days’ written notice to the other party before the end of the current term. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to



material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services



and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed.

Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CIVICPLUS WILL DEFEND AT ITS EXPENSE OR SETTLE ANY THIRD-PARTY CLAIM AGAINST CUSTOMER ALLEGING THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT INFRINGE INTELLECTUAL PROPERTY RIGHTS. CIVICPLUS WILL PAY INFRINGEMENT CLAIM DEFENSE COSTS, CIVICPLUS-NEGOTIATED SETTLEMENT AMOUNTS, AND DAMAGES FINALLY AWARDED BY A COURT. CIVICPLUS HAS NO OBLIGATION FOR ANY CLAIM OF INFRINGEMENT ARISING FROM CUSTOMER'S USE OF THE SERVICES FOR PURPOSES NOT CONTEMPLATED BY THIS AGREEMENT. CIVICPLUS'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 15 ARE CONDITIONED UPON THE CUSTOMER (I) PROMPTLY NOTIFYING THE CIVICPLUS OF ANY CLAIM IN WRITING; (II) COOPERATING WITH CIVICPLUS IN THE DEFENSE OF THE CLAIM; AND (III) GRANTING CIVICPLUS SOLE CONTROL OF THE DEFENSE OR SETTLEMENT OF THE CLAIM. THE INDEMNIFICATION OBLIGATIONS OF CIVICPLUS HEREIN SHALL NOT APPLY TO ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO CUSTOMER CONTENT.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the



Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and



performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited,



worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A

PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended



for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

AudioEye - Managed for Municipal Websites Hosted by CivicPlus

AudioEye Services are performed by AudioEye, Inc. ("AudioEye"), for whom CivicPlus is an authorized reseller.

In no event will AudioEye, CivicPlus, any of their affiliates, or any of their respective directors, officers, shareholders, employees, and agents (collectively, the "AudioEye Parties"), be liable for any damages (whether direct or otherwise) or subject to any indemnification, hold harmless or defense obligations arising out of, relating to or resulting from any third party claim alleging that any website, tool or application subject to any AudioEye offering is not compliant with any laws, regulations, guidelines or standards relating to accessibility, including without limitation the Americans with Disabilities Act, the Unruh Civil Rights Act, the Rehabilitation Act or any web content accessibility guidelines ("Accessibility Claim") and Customer covenants not to bring or assert any claim against AudioEye or the AudioEye Parties relating to such Accessibility Claim.

If AudioEye or Customer or any parent or affiliate receives any communication, or as a defendant is served with a complaint, alleging an Accessibility Claim, Customer will promptly provide CivicPlus and AudioEye with a copy of such communication or complaint. In connection with any Accessibility Claim, none of the CivicPlus or Customer or any parent or affiliate or employee of any such entity or person will refer to AudioEye or the services performed by AudioEye without AudioEye having an opportunity to review and comment upon such reference.

Without limitation and unless otherwise provided in a separate agreement, the Service does not provide accessibility or compliance, or otherwise remediate, the following: (1) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Authorized Domain, (2) any videos or other multimedia files accessible via the Authorized Domain (including embedded videos or multimedia files from third-party platforms), (3) any non-website applications, (4) any domains linked from the Authorized Domain that is not an Authorized Domain (including Google Maps or Instagram), (5) any third-party content or widget including plug-ins, iframes or applications, (6) any plug-ins, iframes or applications that use the flash format, or (7) a java application that operates in a separate window.

Services Ordered

On behalf of CivicPlus, AudioEye will provide the Services listed below to the Customer. AudioEye retains the right to change the Services subject to the terms of the Agreement.

Feature	Description
Find	
Active Monitoring	• Anonymously records potential accessibility issues based on prescribed WCAG elements anytime an end-user visits a page within the Authorized Domain • Results based on pages actually used (Example: more monitoring on a home page and less on a blog from 3 years ago)
Manual Testing * Monthly Template Reviews	• Functional usability testing conducted by assistive technology (AT) testers on templates on which the Authorized Domain is based • Code review of templates by accessibility engineers
Fix	
Auto Remediations	• Fixes that are applied to every page within an Authorized Domain • Automatically remediates common issues
Manual Remediations * Template Specific	Remediations applied to templates on which the authorized domains are based according to test results from Manual Testing
Report	
Dashboard	• Reporting insights • Resources & Documentation • Training Materials
OnSite Scanner	• Real-time testing results
Toolbar	

Feature	Description
Visual Toolkit	Allows end users to fix visual issues on the Authorized Domain
Help Desk	Gives end-users the ability to report an accessibility issue to AudioEye and the site owner; available 24/7
Documentation	
Sustainable Testing and Remediation (“STAR”) Plan	• Default documentation for responding to a demand letter or complaint • Outlines how AudioEye enables site owners with a plan to sustain compliance
Certification Statement	• Delivered through the toolbar • Shows end-users that AudioEye is certifying compliance with WCAG standards
Accessibility Statement	• Statement that a site owner can integrate within their site • Demonstrates that a site is committed to providing an accessible experience
Training	
Online Training Library	Pre-made documentation and videos that show site owners how to fix certain issues, and why they matter
Premium Support	
Online/ZenDesk	• Direct connection with an expert and dedicated Partner Account Manager • Priority support to resolve issues or questions when they arise
Legal Support Services	

Feature	Description
Advanced Legal	• If a demand letter/lawsuit is received the AudioEye team will activate and respond line by line to the letter and provide support throughout the process • AudioEye will also fully remediate new validated issues on the site so site owners can show consistent progress and intent to be fully accessible

Compliance Plan Statement

While no offering guarantees compliance, AudioEye's solution provides services according to an accessibility compliance plan for your website. Specifically, AudioEye defines "compliance" by referencing well-established industry standards and long-standing models that define the required processes and procedures that comprise a successful website accessibility strategy. Those compliance elements, which are listed below, are typically outlined within mutually agreed upon accessibility resolution agreements executed between disability advocates and organizations seeking to fulfill their obligations to ensure an optimal and equitable experience for individuals with disabilities. These standards are as follows:

Compliance Element	AudioEye Solution
Effectuate and Maintain a Comprehensive Plan	Sustainable Testing and Remediation (STAR) Plan Framework
Work with Accessibility Specialists	International Association of Accessibility Professionals (IAAP) Certified Experts (SMEs) design your STAR Plan.
Accessibility Training & Tooling	• Online Training Library • AudioEye Toolbar • On-site Scanner
Provide a Public "Grievance Process"	24/7 Fully Managed Help Desk in Toolbar
Publish and Maintain Digital Accessibility Policy Statement	• Compliance Statement • Accessibility Statement Template

Compliance Element	AudioEye Solution
Periodic SME Manual Auditing	Periodic technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers on templates and/or domains**
Fixing Reported Issues	• AI/Auto Remediations • Manual Remediations** • Fix at Source Reporting/Guidance**
Conformance with Prevailing Digital Accessibility Standards (Current as of Effective Date: Web Content Accessibility Guidelines “WCAG” 2.1 Level AA)	STAR Plan achieves & sustains substantial conformance to eliminate existing, and mitigate future, digital access barriers
* Certain accessibility issues may need to be resolved by the Customer at the source level. ** Tier-specific services; May require the purchase of additional add-on services.	

Municipal Websites (CivicEngage) Terms

General Municipal Website (CivicEngage) Terms

Due to the multiparty dependency of Project Development, CivicPlus will not migrate, convert, or port content or information that could reasonably be construed as time-sensitive, such as calendar or blog content, during Project Development.

The Customer allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and a web link at the bottom of the completed web pages. The Customer understands that the pricing structure provided under this Statement of Work "SOW" assumes such perpetual permission.

Evolve

CivicPlus is not responsible for any act or omission of any third-party vendor or service provider that the Customer has selected to integrate the Municipal Website Evolve services with.

If the Customer’s Services include [Process Automation and Digital Services \(CivicOptimize\)](#), the terms for such Services, set forth in the [Process Automation and Digital Services section](#) shall apply.

CivicPlus Mobile App

The Customer is responsible for the registration and account management of the Customer’s app account on the respective distribution platform (App Store, Google Play). CivicPlus may manage the Google Play distribution platform. CivicPlus, in its sole discretion, may transfer management and ownership responsibilities to Customer or an approved third party of any mobile app platform used by Customer after providing thirty (30) days’ written notice to Customer of such change.

If the Customer desires to use the App Store, the Customer is responsible for the set up the Apple Developer Account as follows:

1. Set up an Apple Developer Account
2. Identify CivicPlus and OneBlink as a developer on the account
3. Work with CivicPlus Implementation team to customize the App Store descriptions, settings and content.
4. Work with CivicPlus Implementation team to update the App Store descriptions, settings and content.

5. If the Customer identifies as a non-profit organization, Apple will waive the annual fee. However, if the Customer is identified as a for-profit organization and must pay the annual fee, the payment must be set up to auto-renew. CivicPlus shall not manage the Customer account. CivicPlus shall only use the Customer's Apple Developer Account to deploy the Customer's CivicPlus Mobile App.
6. If the Customer receives emails or requests from Apple regarding the Customer's Apple Developer Account, it is the Customer's responsibility to respond directly to Apple. In the event the communication specifically involves the deployment of the CivicPlus Mobile App, the Customer shall immediately forward such communication to CivicPlus to ensure the CivicPlus Mobile App remains live and up-to-date.

The Customer represents that it has all intellectual property rights in any the Customer data and content to be added to the Services. It is solely the Customer's responsibility to seek the permission of any third-party data and/or content owner used by the Customer.

The Customer understands that the hosting for the Services are provided by the app distribution platform and not CivicPlus. CivicPlus shall not be liable for any downtime of the Services provided to the Customer.

Design Center Pro

If the Customer's use of the Design Center Pro module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, the Customer will be charged CivicPlus's standard hourly rate at such time for such resources.

CivicPlus Pay / Process Automation Pay / Pay

CivicPlus Pay Services enables the Customer to receive online credit card payments for certain services or products the Customer provides via the Customer websites or recreation management system supported by CivicPlus. As such, through the Services, CivicPlus facilitates an automated process for redirecting credit card payments to the Customer's chosen payment gateways / merchant account processors ("Gateway"). For card payments, CivicPlus will redirect any payments processing to the Customer's Gateway, and the Gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains Payment Card Industry (PCI) compliant controls for the system components and applications that provide the redirection services only.

The Customer will enter into a merchant account agreement with a Gateway provider that is within CivicPlus's network of integrated Gateways. ("Integrated Partner"). Such agreement's terms and conditions will solely enure to the benefit and obligation of the Customer; CivicPlus shall not be a party to such agreement. CivicPlus will facilitate contact between the Customer and the selected Integrated Partner for contracting purposes and shall integrate the Integrated Partner's Gateway system into the Customer's Services. The Customer agrees to assume responsibility for ensuring execution of a Gateway contract with the Customer's select Gateway provider, to comply with all terms and conditions of such contract, and pay all fees required to maintain the services. The Customer acknowledges that the fees set forth in the applicable SOW do not include any transaction, processing, or other fees imposed by the Customer's Gateway.

The Customer is solely responsible for their relationship with their selected Gateway. In no event will CivicPlus:

1. take part in negotiations,
2. pay any fees incumbent on the Customer or merchant account, or
3. acquire any liability for the performance of services of any chosen Gateway, including those Integrated Partners.

The Customer acknowledges switching to a different Gateway after signing this SOW may incur additional fees and require a written and signed modification to this SOW. The Customer shall continue to be responsible for negotiating and executing any Gateway agreement as described herein for any additional Gateway changes. The Customer understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any Gateway provider selected by the Customer, whether such provider is an Integrated Partner or not.

Chatbot

The Customer understands that the Chatbot Services are not intended to collect, and CivicPlus discourages the Customer from soliciting and collecting, any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any PII, PHI, PCI, or other financial data, it is at the Customer's sole discretion and risk. The Customer as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.

The Customer understands that the Services must crawl over the Customer's entire site and scrape information for successful performance. The Customer shall be solely responsible for obtaining permission from any third party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to the Customer or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in the applicable SOW is for one domain, limited to ten crawled websites, if the Customer requires more domains or crawled websites, the Customer should reach to the Customer's designated CivicPlus representative.

CivicPlus and/or its partners shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning the Customer data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to:

1. use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and
2. disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service.

Recurring Redesign

Starting after continuous service for the period of months explicitly stated in the Recurring Redesign line item on the applicable SOW (the "Redesign Term"), the Customer shall be entitled to receive a website redesign at no additional cost. The Customer may initiate the website redesign any time after completion of a Redesign Term. Upon the initiation of an eligible redesign project, the Customer may begin accumulating eligibility towards a subsequent redesign after continuous service of a subsequent Redesign Term. Redesigns that include additional features not purchased on the original website SOW may be subject to additional charges.

Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers encompassed in the Customer's website at the time of recurring

redesign was purchased or included in the applicable SOW in which the redesign was purchased. Any subsequently purchased website, subsite, and department header may be included in the Customer's redesign at an additional fee.

Encrypted Forms

The Customer acknowledges and understands use of the Encrypted Forms Services is contingent on a current, valid subscription of CivicPlus' Platinum Hosting & Security upgrade for the CivicPlus Municipal Websites (CivicEngage), and that any termination or suspension of such Platinum Hosting & Security upgrade shall likewise immediately terminate or suspend the use of the Encrypted Forms.

The Customer is responsible for the updating and accuracy of their public-facing privacy policy.

The Customer acknowledges that any forms to be used in the Services must be created in the Encrypted Forms module, and such forms cannot be unencrypted or exported to unencrypted modules.

CivicPlus strongly recommends the Customer completes a Privacy Impact Statement (PIA), which shall detail the Customer's privacy practices and policies surrounding the use of, and any data stored within or collected by the Services. The Customer further warrants appropriate employees will be adequately trained on the use and deployment of the Services.

The Customer and CivicPlus each jointly acknowledge that for the duration of the applicable SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the appropriate security controls, including safe custody, transport, and storage of data. The Customer shall serve as the "Data Owner", and is solely responsible for the operational and privacy specific controls, including data collection, content, context, and use. Notwithstanding the foregoing, the Customer acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by the Customer. The Customer has sole responsibility for maintaining the security of such log-in credentials, and assigning and defining roles and permission to each individual end-users.

The Customer acknowledges that due to the nature of the encryption employed in the Services, CivicPlus staff are unable to access any data submitted or stored within the Services.

The Customer understands and agrees that the Services are not intended to collect or store any credit card information, or related identifiable or financial information and that the Customer shall not collect or store any such information in the Encrypted Forms. For the sake of clarity, the Encrypted Forms are not Payment Card Industry Data Security Standards (PCI DSS) or Health Insurance Portability and Accountability Act (HIPAA) compliant, and the Customer shall not use it for PCI DSS or HIPAA purposes.