

Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("Agreement") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, "Siteimprove") and Williamson County ("Customer" / "you" / "your") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s)"; (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before December 29, 2017. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("Included Services"):

Included Services	
Limits (the "Limits")*	Quality Assurance Crawls website and identifies quality issues.
	Policy Allows Customer to set website parameters to ensure consistency in content.
	Accessibility Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.
	SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.
	Priority Allows Customer to set criteria for order in which issues and errors are reported. <u>This service requires the implementation of a script on the website.</u>
	PDF Scanning 2,500 PDFs
	Response Monitors website's availability and performance. 3 Response Check Points

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <http://my.siteimprove.com>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in Exhibit A.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Limit Increases

Increasing the Limits for the Included Services are available at the rates and increments indicated below. These rates and increments may be updated annually. If an increase is requested after the start of the Initial or Renewal Term, the cost will be pro-rated.

Limit Increase	Additional annual subscription fee
Pages	\$900 per 1,000 pages
PDFs	\$300 per 1,000 PDFs
Response Check Points	\$150 per Check Point

Term

The first date for this Agreement (the "Effective Date") is January 1, 2018. This Agreement will remain in force for a period of 1 year following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "Renewal Term") until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: \$6,183 (the "Fee").

This Fee includes a discount of 10.00%, which is only valid through December 29, 2017.

Invoices & Payments

All invoices are sent to the email address listed in the Billing Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On January 1, 2018, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (Exhibit B).

Billing Information

When you subscribe to the Included Services, we need to collect and process your personal information in order to identify you as a customer, to process payments and to send you invoices. This information is collected in this Agreement. We may transfer such information to affiliates for the purpose of the same.

You have the right to access, correct, modify and erase personal information you have given us. You may exercise these rights by contacting privacy@siteimprove.com

Contact information for invoicing:

Name:

Address:

Email:

Phone:

Customer Information

Is a Purchase Order Number ("PO") required?

☐

Yes, please provide Purchase Order Number: _____

☐ No

If a PO is required, will you be providing a new PO for each invoice?

☐ Yes

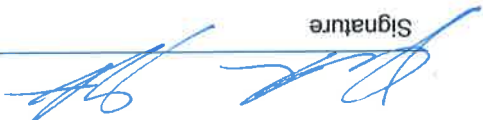
☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices

Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

Williamson County

Signature



Name

Dir A Carter

Date

12-21-2017

Signature



SITEIMPROVE Inc.

Name

Michael Cresswell

Date

12/12/17

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Exhibit A: Website(s)
The Included Services may be run on the following website(s):

- www.wilco.org

Exhibit B: Terms and Conditions

1. DEFINITIONS

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "Affiliate" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists.

Confidential Information does not include information that: (a) was in the public domain prior or subsequent

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INVOICES; PAYMENTS; PAST-DUE INVOICES

to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

INVOICES; PAYMENTS; PAST-DUE INVOICES

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee in accordance with Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice for the included Services. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate in accordance with Texas Government Code Section 2251.025; (ii) discontinue the included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination). Regarding the interest charges on overdue payments, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. TERMINATION

- a. **For Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party or its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of

- b. For Convenience.** During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 30-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated by Customer pursuant to this Section 3(b). Customer will receive a prorated refund when the Agreement is terminated by SiteImprove pursuant to this Section 3(b).

4. INCLUDED SERVICES

- Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access to the included Services.
- a. Ownership.** Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether

- b. Use.** The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.
- c. Restrictions.** This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) registered or not.

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- used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.
- d. Support.** Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.
- e. Operational Data.** The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

These representations and warranties are only for the benefit of Customer.

b. For Customer, Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("Force Majeure Events"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the

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CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

7.

LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise

13. AUDIT

Siteimprove agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Siteimprove which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

14. NO WAIVER

The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

15. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

16. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

17. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

18. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included

expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:

Siteimprove, Inc.
Attn: Legal Department
7807 Creekridge Circle
Bloomington, MN 55439
With a copy to:
legal@siteimprove.com

11. CONSUMER PRICE INDEX

The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year's contract value.

12. MEDIATION AND GOVERNING LAW

The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Agreement. This Agreement will be governed by and construed in accordance with the laws of Texas and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Williamson County, Texas will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this

Exhibit C - Standard Support Plan

1. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

2. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

2.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within three (3) Business Days (See Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup
- Custom setup of internal search tracking
- Setup of Development website crawls (subject to additional terms and conditions)

2.2 SEVERITY LEVELS. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL
• Minor problem not impacting service functionality • Feature requests or missing or erroneous documentation • Question/ information request that does not affect delivery of service	• Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists • The problem is with a non-critical feature or functionality	• Service is operational but performance is highly degraded to the point of major impact on usage • Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion • Access to a particular third-party application or service provider deemed noncritical is impacted	• Service is down or unavailable • Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact • Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response • Data is corrupted or lost and must be restored from backup

3. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC excluding the following

holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve

- EMEA Support Center - Copenhagen, Denmark

Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC

excluding Danish public holidays

- APAC Support Center - Sydney, NSW, Australia

Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC

excluding New South Wales national and regional public holidays

4. BUSINESS DAYS. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 3).

5. SUPPORT CHANGES. Siteimprove has the sole discretion to change the terms and conditions of the Standard Support Plan.

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