

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM**  
**RFP #22RFP103 - Website Re-Design &**  
**New Content Management Platform Project**

(CivicPlus, LLC)

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**Important Notice: To the extent applicable, County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.**

THIS ADDENDUM TO AGREEMENT for Williamson County Solicitation #22RFP103 for Website Re-Design & New Content Management Platform Project is made and entered into by and between **Williamson County, Texas** (hereinafter “Client” or “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CivicPlus, LLC** (hereinafter “CivicPlus” or “Service Provider”) with offices located at 302 South 4th St. Suite 500, Manhattan, KS 66502. County agrees to engage CivicPlus as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. This Williamson County Addendum;
- B. Williamson County Request for Proposal #22RFP103, including addenda;
- C. CivicPlus Response to Williamson County Request for Proposal #22RFP103,
- D. Quote #Q-27249-1 dated October 12, 2022 with Statement of Work (“SOW”) & Service Level Agreement (“SLA”); and
- E. CivicPlus Master Services Agreement located at:  
<https://www.civicplus.com/master-services-agreement> (“MSA”).

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; (3) CivicPlus Response to Williamson County Request for Proposal #22RFP123, (4) Quote #Q-27249-1 dated October 12, 2022 with Statement of Work (“SOW”) & Service Level Agreement (“SLA”); and 5) CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement>, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Quote #Q-27249-1 dated October 12, 2022 with Statement of Work (“SOW”) & Service Level Agreement (“SLA”); (3) CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> (“MSA”); (4) CivicPlus Response to Williamson County Request for Proposal #22RFP123th; and (5) Williamson County Request for Proposal #22RFP123, including addenda.

## II.

**Effective Date and Term:** This Agreement shall be in full force and effect when signed by all parties, and the initial term of this Agreement shall be three (3) consecutive twelve (12) month periods from the effective date, unless terminated sooner pursuant to the county’s right to termination for convenience set forth below in Paragraph V. The agreement may be renewed for two (2) 12-month periods beyond the initial term at the discretion of the County.

## III.

**Compliance with All Laws:** Both Client and CivicPlus agree and will comply with all applicable local, state or federal requirements with respect to the services rendered.

## IV.

**Consideration and Texas Prompt Payment Act Compliance:** Service Provider will be compensated based on CivicPlus’s Response to #22RFP103. **This Agreement is subject to a not-to-exceed amount of one-hundred thirty-nine thousand eight hundred forty-four dollars and sixty-five cents (\$139,844.65) for year one (1) and annual reoccurring services of forty-three thousand seven hundred eleven dollars (\$43,711.00) for year two (2).** Client’s payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas

Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client'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.

## V.

**Termination for Convenience:** After the first twelve (12) months, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

## VI.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

## VII.

**Venue and Governing Law:** Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## VIII.

**Right to Audit:** CivicPlus agrees that Client 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 CivicPlus which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions at the expense of the Client. CivicPlus agrees that Client shall have access during normal working hours to all necessary CivicPlus facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give CivicPlus reasonable advance notice of intended audits.

## IX.

**No Assignment:** This Agreement may not be assigned without the County's prior written consent. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger.

**X.**

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

**XI.**

**Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability shall be to the extent authorized under Texas law.


**XII.**


**County Judge or Presiding Officer Authorized to Sign Agreement:** The presiding officer of Client's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Client.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

CIVIC PLUS, LLC:

  
Bill Gravell (Nov 22, 2022 11:26 CST)  
\_\_\_\_\_  
Authorized Signature  
Date: Nov 22, 2022, 2022

  
\_\_\_\_\_  
Authorized Signature  
Date: November 7, 2022



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-27249-1

**Date:**

7/14/2022 6:44 PM

**Expires On:**

10/12/2022

**Client:**

WILLIAMSON COUNTY, TEXAS

**Bill To:**

WILLIAMSON COUNTY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Craig Frederick	x	frederick@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable	USD 9,013.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable	USD 998.00
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup https://www.wilco.org/	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.wilco.org/)	Renewable	USD 189.00
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time	USD 36,144.90
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable	USD 6,726.00
700.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time	USD 23,800.00
20.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time	USD 12,750.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time	USD 722.50
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable	USD 1,575.00
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time	USD 1,338.75
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Adult Probation	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: <a href="http://adultprobation.net">http://adultprobation.net</a>	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): <a href="http://adultprobation.net">http://adultprobation.net</a>	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Setup: <a href="http://adultprobation.net">http://adultprobation.net</a>	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Annual Fee: <a href="http://adultprobation.net">http://adultprobation.net</a>	Renewable	USD 189.00
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: History	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: <a href="https://history.wilco.org">https://history.wilco.org</a>	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): <a href="https://history.wilco.org">https://history.wilco.org</a>	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Setup: <a href="https://history.wilco.org">https://history.wilco.org</a>	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Annual Fee: <a href="https://history.wilco.org">https://history.wilco.org</a>	Renewable	USD 189.00
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Road Bond	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: <a href="https://roadbond.wilco.org">https://roadbond.wilco.org</a>	One-time	USD 5,176.50

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): <a href="https://roadbond.wilco.org">https://roadbond.wilco.org</a>	Renewable	USD 75.00
1.00	DNS and Domain Hosting Annual Fee ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Annual Fee: <a href="https://roadbond.wilco.org">https://roadbond.wilco.org</a>	Renewable	USD 189.00
1.00	DNS and Domain Hosting Setup ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Setup: <a href="https://roadbond.wilco.org">https://roadbond.wilco.org</a>	One-time	USD 134.30
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Pets	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: <a href="https://pets.wilco.org">https://pets.wilco.org</a>	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): <a href="https://pets.wilco.org">https://pets.wilco.org</a>	Renewable	USD 75.00
1.00	DNS and Domain Hosting Annual Fee ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Annual Fee: <a href="https://pets.wilco.org">https://pets.wilco.org</a>	Renewable	USD 189.00
1.00	DNS and Domain Hosting Setup ( <a href="http://URL">http://URL</a> )	DNS and Domain Hosting Setup: <a href="https://pets.wilco.org">https://pets.wilco.org</a>	One-time	USD 134.30
1.00	Design Center Pro Bundle - CivicEngage Central	Includes Annual Subscription, Implementation, and 1 Block of Training (Up to 2 individuals - 4 Hours)		USD 0.00
1.00	Design Center Pro Annual Fee - CivicEngage Central	Design Center Pro Annual Fee	Renewable	USD 5,245.00
1.00	Design Center Pro Implementation - CivicEngage Central	Design Center Pro Implementation	One-time	USD 0.00
1.00	Design Center Pro Training (4h, virtual) - CivicEngage	Up to 1/2 day virtual instruction with live instructor. (Pricing per two (2) seats)	One-time	USD 0.00
1.00	AudioEye Managed	AudioEye Managed: ( <a href="https://www.wilco.org/">https://www.wilco.org/</a> )	Renewable	USD 10,170.00
1.00	Platinum Hosting & Security - CivicEngage	Platinum Hosting & Security per domain (must be purchased for each)	Renewable	USD 4,252.00

List Price – Year 1 Total	USD 176,421.00
Total Investment - Year 1	USD 139,844.65
Annual Recurring Services - Year 2	USD 43,711.00
Annual Recurring Services – Year 3	USD 45,896.55
Annual Recurring Services – Year 4	USD 48,191.38
Annual Recurring Services – Year 5	USD 50,600.95

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
  - a. The earlier of 30 days from signing or upon completion of the project kickoff call, thirty percent (30%) of the Total Investment Year 1 Fees;
  - b. The earlier of 6 months from signing or upon completion of Implementation, the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice. If Client's use of the Design Center module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, Client will be charged an hourly fee of \$160 for such resources.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. **If** a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website 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 included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

*Signature Page to Follow.*

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By: Bill Gravell  
Bill Gravell (Nov 22, 2022 11:26 CST)

Name: Bill Gravell

Title: County Judge

Date: Nov 22, 2022

CivicPlus

By: Amy Vikander

Name: Amy Vikander

Title: Senior VP of Customer Success

Date: 11/7/2022

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [ ] or N [ ]		
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax



## **AUDIOEYE MANAGED STATEMENT OF WORK**

This Statement of Work (the “SOW”), effective as of the later of the two dates accompanying the signatures below (“Effective Date”), is entered into and governed under the Master Services Agreement (the “Agreement”) between CivicPlus, LLC (“CivicPlus”) and Williamson County, Texas (“Client”). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

### **1. TERM**

The duration of this AudioEye Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

### **2. SERVICES ORDERED & COSTS**

AudioEye will provide the following SaaS Subscription:

<b>Web Accessibility Solutions Subscription Order</b>	<b>12 Month Term</b>
<b>Product</b>	<b>Subscription Cost</b>
<b>AudioEye Managed</b>	\$10,170 per domain
<b>Total Subscription Cost*</b>	\$10,170per domain*

*The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.*

Upon execution of The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote Q-27249-1 to which this SOW is attached.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

#### **Authorized Domain(s) Owned and Controlled by Client**

<https://www.wilco.org/>

### 3. CONTACT INFORMATION

#### Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

#### Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

**Billing Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Billing Address 1:** \_\_\_\_\_  
*(if different from Corporate Address provided with MSA)*

**Contact Email:** \_\_\_\_\_ **Billing Address 1:** \_\_\_\_\_  
*(if different from billing email address provided above)*

**City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_

**Payment Method:** \_\_\_\_\_

*All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).*



## STATEMENT OF WORK

### APPENDIX A

#### Package Features / Services

##### AudioEye Managed

###### Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

##### AudioEye Managed

Features/Services	Details
<b>WCAG Accessibility Reports</b>	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
<b>Automated Global Remediations</b>	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
<b>Monitoring</b>	Ongoing evaluation and continuous WCAG testing.
<b>Accessibility Toolbar</b>	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
<b>Certification Statement</b>	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
<b>Accessibility Statement</b> (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
<b>Training (On-Demand Webinar Archive)</b>	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

<b>Live Training Webinars</b>	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
<b>Manual Assistive Technology Testing</b>	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
<b>Site Remediation</b>	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
<b>Sustainable Testing &amp; Remediation Plan</b>	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

## International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- |  |                         |
|--|-------------------------|
| • Arabic                               | • Greek (Greece)        |
| • Cantonese (Hong Kong S.A.R.)         | • Hungarian (Hungary)   |
| • Catalan (Catalan)                    | • Italian (Italy)       |
| • Chinese (Taiwan)                     | • Japanese (Japan)      |
| • Chinese (People's Republic of China) | • Korean (Korea)        |
| • Czech (Czech Republic)               | • Norwegian (Norway)    |
| • Danish (Denmark)                     | • Polish (Poland)       |
| • Dutch (Netherlands)                  | • Portuguese (Portugal) |
| • English (United States)              | • Portuguese (Brazil)   |
| • English (United Kingdom)             | • Russian (Russia)      |
| • Finnish (Finland)                    | • Spanish (Spain)       |
| • French (France)                      | • Spanish (Mexico)      |
| • French (Canada)                      | • Swedish (Sweden)      |
| • German (Germany)                     |                         |

## 4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

## **5. ASSUMPTIONS**

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3<sup>rd</sup> party content.

## **6. CLIENT RESPONSIBILITIES**

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

## **7. CHANGE CONTROL PROCEDURES**

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

# Platinum Hosting, Support and Service Level Agreement

## Hosting Details

<b>Data Center</b>	<ul style="list-style-type: none"><li>• Highly Reliable Data Center</li><li>• Managed Network Infrastructure</li><li>• On-Site Power Backup &amp; Generators</li><li>• Multiple telecom/network providers</li><li>• Fully redundant Network</li><li>• Highly Secure Facility</li><li>• 24/7/365 System Monitoring</li></ul>
<b>Hosting</b>	<ul style="list-style-type: none"><li>• Automated CivicEngage Software Updates</li><li>• Server Management &amp; Monitoring</li><li>• Multi-tiered Software Architecture</li><li>• Server software updates &amp; security patches</li><li>• Database server updates &amp; security patches</li><li>• Antivirus management &amp; updates</li><li>• Server-class hardware from nationally recognized provider</li><li>• Redundant firewall solutions</li><li>• High performance SAN with N+2 reliability</li></ul>
<b>Bandwidth</b>	<ul style="list-style-type: none"><li>• Multiple network providers in place</li><li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li><li>• 45 Gb/s burst bandwidth</li></ul>
<b>Disaster Recovery</b>	<ul style="list-style-type: none"><li>• Emergency After-hours support, live agent (24/7)</li><li>• On-line status monitor at data center</li><li>• Event notification emails</li><li>• Guaranteed recovery TIME objective (RTO) of 2 hours</li><li>• Guaranteed recovery POINT objective (RPO) of 1 hours</li><li>• Pre-emptive monitoring for disaster situations</li><li>• Multiple data centers</li><li>• Geographically diverse data centers</li></ul>
<b>DDoS Mitigation</b>	<ul style="list-style-type: none"><li>• Defined DDoS Attack Process<ul style="list-style-type: none"><li>• Identify attack source</li><li>• Identify type of attack</li><li>• Monitor attack for threshold engagement</li></ul></li><li>• DDOS Advanced Security Coverage<ul style="list-style-type: none"><li>• Continuous DDoS mitigation coverage</li><li>• Content Distribution Network support</li><li>• Proxy server support</li><li>• Live User Detection service</li></ul></li></ul>

## Support and Maintenance

### Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' CivicEngage and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

### Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding CivicEngage or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus CivicEngage
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License

## CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make CivicEngager available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the website was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
  - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month (beginning with the first full month of service) in accordance with the schedule below.

#### Monthly Uptime Percentage

Less than 99.9%

#### Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of CivicEngage or any other CivicEngage performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the CivicEngage in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



**Disaster Recovery Feature Service Commitment**

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

**Definitions**

- “Datacenter availability” is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

**Service Commitments and Service Credits**

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
2 Hours	10% of one month’s fee
Recovery Point Objective	Service Credit Percentage
1 Hour	10% of one month’s fee

# Williamson County TX | CivicEngage Ultimate SAMPLE

## SAMPLE TIMELINE

Project Phase Name	Project Task Name	Task Description	Calculated Start Date	Calculated End Date
SAMPLE - INITIATE	Project Initiation	CivicEngage completes administrative work to prepare for project.	12/5/2022	12/9/2022
SAMPLE - INITIATE	Project Kickoff Meeting	CivicEngage meets with client to set expectations for website implementation process and assign Client Deliverables.	12/12/2022	12/16/2022
SAMPLE - EDUCATE - Virtual	Training Coordination	Trainer will review documentation and connect with client to discuss training schedule, logistics and technology requirements to prepare for engagement. Trainer completes internal coordination for engagement.	12/19/2022	12/30/2022
SAMPLE - ANALYZE	Client - Deliverables	Client submits deliverables as outlined.	12/19/2022	12/30/2022
SAMPLE - INITIATE	Planning & Scheduling	CivicEngage coordinates project timeline and resources.	12/19/2022	12/23/2022
SAMPLE - INITIATE	Client - Project Timeline Approval	Client submits Project Timeline Approval Form.	12/19/2022	12/30/2022
SAMPLE - CONTENT	Site Map Creation	CivicEngage creates site map documenting existing website.	12/19/2022	12/23/2022
SAMPLE - CONTENT	Website Content Review	CivicEngage conducts review of existing website.	12/26/2022	12/30/2022
SAMPLE - ANALYZE	Design Discovery Meeting	CivicEngage meets with client to discuss design preferences and strategy.	1/2/2023	1/6/2023
SAMPLE - ANALYZE	Mood Board & Layout Creation	CivicEngage prepares layout and mood board.	1/9/2023	1/13/2023
SAMPLE - ANALYZE	Mood Board & Layout Approval	Client submits Layout & Mood Board Approval Form.	1/16/2023	1/20/2023
SAMPLE - CONTENT	Content Process Meeting	CivicEngage meets with client to provide overview of content development process and assign tasks for content preparation.	1/16/2023	1/20/2023
SAMPLE - EDUCATE - Virtual	Training Engagement	Trainer delivers product training.	1/23/2023	4/28/2023
SAMPLE - DESIGN & CONFIGURE	Design Creation/Prep/Set up	CivicEngage creates design concept	1/23/2023	1/27/2023

SAMPLE - CONTENT	Content Preparation and Updates	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.	1/23/2023	2/3/2023
SAMPLE - DESIGN & CONFIGURE	Quality Control - Design/Setup	CivicEngage performs quality review of Design Concept.	1/30/2023	2/3/2023
SAMPLE - DHP - Ultimate - 4 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 2 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DESIGN & CONFIGURE	Design Concept Meeting	CivicEngage meets with client to review design concept in working production environment.	2/6/2023	2/10/2023
SAMPLE - CONTENT	Content Change Tracking	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.	2/6/2023	3/31/2023
SAMPLE - CONTENT	Content Implementation Setup	Web Content Specialist will prepare project for content implementation.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DESIGN & CONFIGURE	Design Concept Approval	Client submits Design Concept Approval Form. *Formal approval must be received by due date of this task. Submit requested changes to design as soon as possible. Allow five business days from request to receive completed changes.	2/13/2023	2/24/2023

SAMPLE - DHP - Ultimate - 2 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 1 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - CONTENT	Content Implementation	Content Team will apply content service.	2/13/2023	3/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - PLATINUM SECURITY	Platinum Security Conference	Systems Engineer II will conduct a conference call to discuss DNS control, SSL and Domain Redirects.	2/27/2023	3/3/2023



SAMPLE - DHP - Ultimate - 3 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - CUSTOM IDP	Custom IdP Integration Requirements	Client will gather requirements for Custom IdP Integration setup as detailed in the Custom IdP Integration documentation.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 2 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 1 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - OPTIMIZE	DNS Form	Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. <a href="http://civicplusedemo.com/dnsform">http://civicplusedemo.com/dnsform</a>	2/27/2023	3/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 3 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - PLATINUM SECURITY	Platinum Security Setup	Systems Engineer II will complete the DNS transfer or CNAME with validations and domain redirect configurations.	3/6/2023	3/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - CUSTOM IDP	Custom IdP Integration Setup	Systems Engineer and client will ensure Custom IdP Integration relying party trust is setup and complete testing.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 2 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023

SAMPLE - DHP - Ultimate - 4 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a>	3/13/2023	3/24/2023
SAMPLE - CUSTOM IDP	Custom IdP Testing	Testing instructions from Systems Engineer are completed and a determination is made whether the service is working as expected.	3/13/2023	3/17/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a>	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a>	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a>	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 3 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023

SAMPLE - DHP - Ultimate - 1 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - CONTENT	Quality Control - Content	CivicEngage reviews completed work on production website.	3/20/2023	3/24/2023
SAMPLE - DESIGN CENTER PRO	Training Engagement Coordination	Trainer coordinates the delivery of Design Center Pro training	3/27/2023	4/7/2023
SAMPLE - OPTIMIZE	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/27/2023	4/7/2023
SAMPLE - OPTIMIZE	SSL Certificate	Project Manager will work with client to ensure an SSL Certificate is obtained prior to launch.	3/27/2023	4/7/2023
SAMPLE - CONTENT	Final Content Report Creation	CivicEngage creates Final Content Report.	3/27/2023	3/31/2023
SAMPLE - OPTIMIZE	Website Reveal Meeting	CivicEngage meets with client to present completed website.	4/3/2023	4/7/2023
SAMPLE - DESIGN CENTER PRO	Design Center Pro Activation	CivicPlus will enable access to Design Center Pro.	4/10/2023	4/14/2023
SAMPLE - DESIGN CENTER PRO	Design Center Pro Training	Trainer delivers Design Center Pro training.	4/10/2023	4/14/2023
SAMPLE - OPTIMIZE	Website Finalization	Client evaluates completed website and confirms expectations met in accordance with contract.	4/10/2023	4/14/2023
SAMPLE - OPTIMIZE	Google Analytics Account Creation	CivicPlus will enable your Google Analytics account on your production site and provide the client with direct access	4/10/2023	4/14/2023
SAMPLE - AUDIOEYE	AudioEye Activation	CivicPlus will request activation of AudioEye on website.	4/17/2023	4/21/2023
SAMPLE - LAUNCH	Website Launch Confirmation Meeting	CivicEngage meets with client to review launch process.	4/17/2023	4/21/2023
SAMPLE - LAUNCH	Website Launch Preparation	Client completes final updates for Website Launch.	4/17/2023	4/21/2023
SAMPLE - DHP - Ultimate - 3 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - LAUNCH	Website Acceptance	Client submits Website Acceptance Form.	4/24/2023	4/28/2023

SAMPLE - LAUNCH	Website Launch	New website is scheduled to be made available to public with live domain name.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 2 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 1 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 4 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - LAUNCH	Project Close Procedures	CivicEngage completes administrative tasks to transition project from implementation to client care.	5/1/2023	5/5/2023





**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 client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, 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 or codification services by CivicPlus for Client. CivicPlus and Client 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 management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, Client 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**, Client 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 Client, or Services are being provided by CivicPlus to Client, 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. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

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 Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 32-34, 42, and 43 will survive any expiration or termination of this Agreement.

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

#### **Invoicing & Payment Terms**

4. Client will pay the amounts owed to CivicPlus for the 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 Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

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 Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if 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, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client 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, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client 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, Client 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 the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client 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 Client, 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; or (v) 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 Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

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. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client 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 Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client 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. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

### **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 Client.

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

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that 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 Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client 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 Client 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; and (e) 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 Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked 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 Client 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 expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client 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 Client's data.

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

26. In the event of a security breach at the sole fault of the 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. Client 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. Client 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. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, 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>). 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 Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine 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, Client 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. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client'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 purpose set forth in this §31. 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 Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client 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 Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client'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.

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 Client 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. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, 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 CLIENT 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, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

40. The amounts owed for the Services exclude, and Client 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 Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client 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 Client 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 Client'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, in whole or in part, of any provision of this Agreement shall not void or affect the validity 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 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 of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

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 Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.