

**CivicPlus**

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

**Quote #:**

Q-04341-1

**Date:**

7/18/2019 1:53 PM

**Expires On:**

10/16/2019

**Product:**

CivicReady

**Ship To**

Roy Acree  
 Smyrna GA - CivicReady

**Bill To**

Smyrna GA - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beth Farino	785-477-4980	farino@civicplus.com		Net 30

**Exhibit A.1 - Statement of Work**

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	\$8,223.67
1.00	CivicReady Implementation Fee	CivicReady Implementation Fee	\$1,100.00
1.00	CivicReady Automated Weather Alerts Annual Fee	CivicReady Automated Weather Alerts Annual Fee	\$2,058.67
1.00	Conference Bridge	CivicReady Conference Bridge	\$2,058.70
1.00	CivicReady Geofencing Annual Fee	CivicReady Geofencing Annual Fee	\$823.47
1.00	CivicReady IPAWS Add-On Annual Fee	CivicReady IPAWS Add-On Annual Fee	\$1,235.20
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	\$220.29
<b>TOTAL:</b>			<b>\$15,720.00</b>

Total Days of Quote:365

One Time Costs	\$1,100.00
Recurring Costs	\$14,620.00

\* Recurring Costs stated herein are based upon the number of days stated above.  
 Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the "Service") for the term of this SOW In consideration of the payments described herein. Client shall be responsible for all activity occurring under Client's account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable

efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

#### **Term & Payment**

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The First Year Fees (sum of One Time Cost and Recurring Cost) shall be invoiced upon signing of this SOW.
4. Renewal Term Annual Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years. Annual services are subject to a 3% annual increase beginning in the third year of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

#### **CivicReady Functionality**

1. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Smyrna GA - CivicReady. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

#### **CivicReady Appropriate Use of Service**

1. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
2. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

#### **CivicReady Security and Confidentiality**

1. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.
2. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

#### **Account Information and Privacy**

1. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). 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 Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause,

Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

### **Intellectual Property Ownership**

1. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

### **Representations & Warranties**

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
2. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

### **Disclaimer of Warranties**

1. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

### **Internet Delays**

1. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

**Access:** CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

**Documentation:** All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

**Data Backups:** CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

**Enhancements:** New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Client Support:** CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

**Data:** In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Acceptance**

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

Client

CivicPlus

By:

By:

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

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

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**Contact Information**

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

<b>Organization</b>			<b>URL</b>
Street Address			
Address 2			
<b>City</b>	<b>State</b>	<b>Postal Code</b>	
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
<b>Emergency Contact &amp; Mobile Phone</b>			
<b>Emergency Contact &amp; Mobile Phone</b>			
<b>Emergency Contact &amp; Mobile Phone</b>			
<b>Billing Contact</b>		<b>E-Mail</b>	
<b>Phone</b>	<b>Ext.</b>	<b>Fax</b>	
Billing Address			
Address 2			
<b>City</b>	<b>State</b>	<b>Postal Code</b>	
<b>Tax ID #</b>	<b>Sales Tax Exempt #</b>		
<b>Billing Terms</b>	<b>Account Rep</b>		
Info Required on Invoice (PO or Job #)			
<b>Contract Contact</b>		<b>Email</b>	
<b>Phone</b>	<b>Ext.</b>	<b>Fax</b>	
<b>Project Contact</b>		<b>Email</b>	
<b>Phone</b>	<b>Ext.</b>	<b>Fax</b>	