

**AGREEMENT TO PROVIDE SERVICE PURSUANT TO
A COOPERATIVE PURCHASING CONTRACT**

This Agreement is made and entered into this 19th day of May, 2026 (the "Effective Date"), by and between the City of Bisbee, Arizona, a municipal corporation (hereinafter the "City") and CivicPlus, LLC, a Kansas limited liability company (hereinafter the "Contractor"). The City and Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Contractor has contracted with the General Services Administration ("GSA") for various information technology services - Contract No. GS-35F-0124U (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and,

B. Pursuant to A.R.S. § 41-2631 et seq. and Bisbee City Code Section 3.5.9, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof; and,

C. The City and the Contractor desire to enter into this Agreement for the purpose of: (1) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (2) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Scope of Work.** Contractor shall provide the Services as described in the Statement of Work (the "Quote"), attached hereto as **Exhibit B**, and incorporated herein by reference, together with the Master Services Agreement. The Services consists of website consulting, project management, network consulting, programing and other IT related services. As used in this Agreement, all references in the Cooperative Purchasing Contract to the GSA shall mean the City of Bisbee, Arizona. Any conflict between the documents will be resolved in the following order: (1) this Agreement; (2) the Cooperative Purchasing Contract; (3) the Quote; and (4) the Master Services Agreement.

2. **Completion of Work.** The Contractor shall provide the Services within the time frame as provided in the Quote.

3. **Payment.** The Services cost is \$5,810.12 for the initial year and \$3,998.80 for annual renewals thereafter, as detailed in the Quote. Payment to the Contractor for the Services provided, shall be made in accordance with the terms set forth in the Cooperative Purchasing Contract and Quote.

4. **Terms of Cooperative Purchasing Contract Apply.** All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

6. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

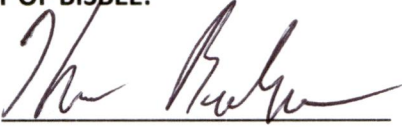
7. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section. Notwithstanding the foregoing, in the event of termination due to non-appropriation, all unpaid invoices for work already completed shall become due immediately.

8. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

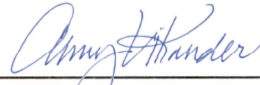
9. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

CITY OF BISBEE:

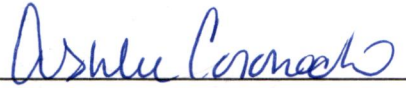
By: 
Ken Budge, Mayor

CONTRACTOR: CIVICPLUS, LLC

By: 
(Signature)

Amy Vikander, Senior VP of Customer Success
(Printed Name & Title)

ATTEST:


Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

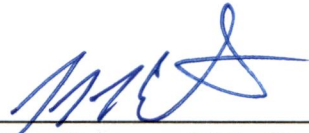

Pierce Coleman, PLLC, City Attorney
By: Joseph D. Estes

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- General Services Administration ("GSA") - Contract No. GS-35F-0124U

GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Schedule Title **Multiple Award Schedule**

For more information on ordering from Federal Supply Schedules go to the GSASchedules page at GSA.gov.

Contract Number: GS-35F-0124U

Contract period: December 12, 2007 – December 11, 2027

Contractor: CivicPlus, LLC

Contract Administrator: Kyle Karpowicz

Business Size: Other

Address: 302 S. 4th Street, Suite 500
Manhattan, KS 66502

Telephone: 888-228-2233

Facsimile: 785-587-8951

E-mail: karpowicz@civicplus.com

Website: www.civicplus.com

CUSTOMER INFORMATION:

1a. Table of awarded special item numbers:

54151S Information Technology Professional Services

1b. 54151S Information Technology Professional Services

Labor Category	GSA Hourly Rate with IFF
Website Consultant	\$149.01
Project Manager	\$135.86
Network Consultant	\$135.86
Wireless Network Technician	\$135.86
Programmer	\$131.48
Graphic Designer	\$109.57
Writer	\$109.57

Server and Network Technician	\$109.57
Trainer	\$109.57
PC Technician	\$89.41
Content Developer	\$80.64

1c. Description of Hourly Rates:

JOB TITLE: CONTENT DEVELOPER

Minimum/General Experience: Experience navigating the internet and with Microsoft Office, strong attention to detail, excellent writing skills to include spelling and grammar, ability to handle multiple projects at the same time.

Functional Responsibility: Content developers are responsible for the development and editing of nearly all text that is displayed on the websites we develop. This includes working with the clients to ensure that the most current and useful information is available in a clear and easy-to-read display. Developers must be able to meet deadlines and work self-sufficiently to complete the task assigned to them.

- Edit and/or develop web-based content for our government-based clientele
- Participate in Content Development department meetings to discuss new strategies / methods of content development
- Work with the Content Department Manager and Senior Content Developers to ensure that the information being developed is in accordance with client standards / desires
- Provide content recommendations and suggestions to Senior Content Developers per site
- Provide weekly summary of questions to Senior Content Developers to provide to client per project
- Track development of pages and supporting elements each week
- Be task-minded and complete projects by proposed deadlines

JOB TITLE: NETWORK CONSULTANT

Minimum/General Experience: 5 Years job-related.

Functional Responsibility: Network Consultants provide sound advice for present and future needs of a company regarding their servers, backup solutions, network equipment, PCs, and additional hardware and software. Consultant should be able to provide several options to each situation to give customers different options.

Minimum Education: Bachelor's Degree or Equivalent Experience

JOB TITLE: PC TECHNICIAN

Minimum/General Experience: 2- 3 Years job-related preferred.

Functional Responsibility: Technicians are responsible for installing and diagnosing hardware and software issues. They should be able to determine hardware or software issue using beep codes, event logs, and other means. Technician should be able to install, repair, and fix current operating systems, printers, and install drivers for additional hardware such as:

- Monitors
- Scanners
- Other hardware devices.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: PROJECT MANAGER

Minimum/General Experience: 6 months to 1 year of customer service experience, experience with Microsoft Office.

Functional Responsibility: The Project Manager is responsible for the development and monitoring of client projects. This position is the primary contact for clients from the time the small project is received from the client until completion, coordinating all internal CivicPlus resources to ensure small client projects are completed on time. The Project Manager also owns the "client experience" throughout.

- Creates and executes project work plans and revises as appropriate to meet changing needs and requirements.
- Reviews deliverables prepared by team before passing to client.
- Facilitates team and client meetings effectively.
- Resolves and/or escalates issues in a timely fashion.
- Understands how to communicate difficult/sensitive information tactfully.
- Suggests areas for improvement in internal processes along with possible solutions.
- Ensures timely and accurate invoicing
- Understands our pricing model and billing procedures.
- Inspires coworkers to attain goals and pursue excellence.
- Sets and manages client expectations.
- Develops lasting relationships with client personnel that foster client ties.
- Communicates effectively with clients to identify needs and evaluate alternative business solutions.
- Continually seeks opportunities to increase customer satisfaction and deepen client relationships.
- Builds a knowledge base of each client's business, organization and objectives.

JOB TITLE: SERVER AND NETWORK TECHNICIAN

Minimum/General Experience: 3 – 5 Years job related.

Functional Responsibility: Must be able to do all the functions of a PC technician plus: Troubleshoot and configure servers, network equipment such as switches, routers, tape drives. Ability to install and configure Server operating systems, active directory, and backup software (Veritas, Symantec BackupExec, or ArcServe). Ability to use the 7 layer OSI model to diagnose and fix network issues such as lost packets, filtering, and segmenting.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: TRAINER

Minimum/General Experience: Strong communication skills, 2+ years of training and/or educational experience, familiarity with local government entities and knowledge of their practices.

Functional Responsibility: Train new and current clients through on-site visits, phone, and various media including webinars, as well as direct contact/communication with various clients and departments

- Manage a travel schedule for him/herself
- Update and manage client training schedules with the cooperation of the Project Management Team, Manager of Training and Consulting, and the Director of Operations. This includes:
 - Client phone and on-site training and consulting assignments
 - Training staff meetings
 - Internal staff trainings

- Update the training team with regards to methods, website “best practices”, and issues with the current system.
- Attend in house staff meetings as assigned
- Stay informed with current issues and difficulties with software as well as announcements for new functionality.
- Other duties as assigned

JOB TITLE: WIRELESS NETWORK TECHNICIAN

Minimum/General Experience: 2 – 3 Years job-related

Functional Responsibility: Technician shall perform all duties of PC and Server and Network Technicians as well as install wireless components such as access points and routers, know the difference between frequencies and best suited antennas, and configure, filter, and troubleshoot wireless network.

- Knows how to filter according to MAC, IP address scheme, or proxy
- Knows how to place wireless equipment to get best service.

Minimum Education: Associates Degree or Equivalent Experience

JOB TITLE: WRITER

Minimum/General Experience: 5-10 years business experience in any of the following: public relations, marketing or advertising, excellent written and verbal communication skills, excellent customer service skills, good organization and time management skills, advanced understanding of punctuation, grammar and organization, background in AP-style writing, engaging, high energy person with proven leadership ability and sharp business acumen, knowledge of basic html, knowledge of social media; interactive media, attention to detail, ability to write and develop many types of content and copy in a very fast-paced environment, proficient in Microsoft Office Suite.

Functional Responsibility: This position is responsible for maintaining CivicPlus’ reputational equity among the media, prospects, clients and employees through various public relations and corporate communications efforts.

- Write interesting and effective press releases, prepare information for media kits
- Develop and maintain company internet or intranet web pages.
- Develop and maintain the company's corporate image and identity, which includes the use of logos and signage.
- Draft speeches for company executives, and arrange interviews and other forms of contact for CivicPlus subject matter experts.
- Work with clients on developing testimonials and case studies for publication; ability to write case studies, articles and newsletters for internal and external use.

Minimum Education: B.S. or B.A. in Public Relations, Marketing, Journalism, Communications, Business or related field

JOB TITLE: GRAPHIC DESIGNER

Minimum/General Experience: Experience with Adobe Photoshop, Adobe Illustrator, and Adobe InDesign.

Functional Responsibility: The graphic designer is responsible for the revision process on client designs, prepping web designs for programming, additional graphics needed for clients and in-house departments.

- Collaborate with lead design on the execution of revisions and prepping .psd files.
- Consistent quality production of graphic material
- Creative application of elements while maintaining the style set by lead design
- Completion of projects on deadline
- Innovative ideas for new product development
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate
- Observing, receiving, and otherwise obtaining information from all relevant sources.
- Developing constructive and cooperative working relationships with others and maintaining them over time.

Minimum Education: Bachelor of Art degree

JOB TITLE: PROGRAMMER

Minimum/General Experience: 1 year experience in each of ASP or ASP.NET, SQL, HTML, CSS, and JavaScript.

Functional Responsibility: Develop and maintain high levels of code, including add new functionality to enhance the performance and features of software, replicate and root cause of bugs within the system including code problems, browser compatibility, standards issues, and user created content problems, research and development of new technologies that can enhance the performance, extend the capabilities, or ease the maintenance of software and define functional and technical requirements for new projects and changes to the current system.

- Technical consulting
- Design consulting to gear site designs towards web standards, performance, and general usability
- Internal training for new functionality
- Internal support for how the software works
- Setup new servers
- Setup new sites including the setup on the servers and the layout template for individual sites
- Performance monitoring of servers and sites
- **Minimum Education:** Bachelor's Degree in a Programming related field, or a combination of required knowledge and experience

JOB TITLE: WEBSITE CONSULTANT

Minimum/General Experience: 5+ years in customer service-oriented field.

Functional Responsibility: Provide business-sound direction and guidance to customers in Website navigation architecture and engineering, Website design: color choices, prominent elements, and supporting elements, Section 508/ADA compliance, Website readability and usability, Content development, and identifying items for featured use

Direct and lead company staff in the following areas:

- Website design
- Navigation development
- Content development
- Section 508/ADA compliance
- Software/module enhancements and upgrades
- Assist in shaping company business model
- Analyze internal procedures

- Reengineer processes for the web
- Determine and prioritize desired new features for software or modules

Minimum Education: Bachelor's Degree in Related Field or equivalent experience

2. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000: Special Item Number 54151S
3. The minimum dollar value of orders to be issued is \$ **100**.
4. The Geographic Scope of Contract will be domestic and overseas delivery.
5. Point(s) of production (city, county, and State or foreign country): N/A
6. Listed prices are discounted 7% from listed pricing. Prices shown on attached price list are net prices with discount included
7. Quantity discounts. Additional 2% discount for orders over \$200,000.
8. Prompt payment terms: 0%
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin): None
- 11a. Time of delivery: As agreed to be Ordering Agency
- 11b. Expedited Delivery: Contact Contractor representative for availability of expedited delivery.
- 11c. Overnight and 2-day delivery. Overnight and 2-day delivery are not available.
- 11d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. F.O.B. point(s): N/A
- 13a. Ordering address(es): N/A
- 13b. Ordering procedures: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
 - a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
 - b. FAR 8.405-2 Ordering procedures for services requiring a statement of work..

14. Payment address: CivicPlus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502.
15. Warranty provision: For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - Time of delivery/installation quotations for individual orders;
 - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
 - The above is not intended to encompass items not currently covered by the GSA Schedule contract.
16. Export packing charges: N/A
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): N/A
18. Terms and conditions of rental, maintenance, and repair (if applicable): N/A
19. Terms and conditions of installation (if applicable): N/A
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A
- 20a. Terms and conditions for any other services (if applicable): N/A
21. List of service and distribution points (if applicable): N/A
22. List of participating dealers (if applicable): N/A
23. Preventive maintenance (if applicable).
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services can be found at www.civicplus.com. The EIT standards can be found at: www.Section508.gov/.
25. Data Universal Number System (DUNS) number: 883003113
26. Notification regarding registration in System for Award Management (SAM) database: CivicPlus, LLC is registered in the sam.gov database. We will keep our registration current as per the contract requirements.

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY OF BISBEE

Attached: CivicPlus Statement of Work for Bisbee, AZ
Master Services Agreement

Notices: All notices required under the Contract shall be sent to:
City Manager
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603



GSA Statement of Work for **Bisbee, AZ**

GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	6	\$894.06
Project Manager	\$135.86	12	\$1,630.32
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	24	\$3,155.52
Graphic Designer	\$109.57	0	\$0.00
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	4	\$438.28
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	10	\$806.40
Subtotal			\$6,924.58
Discount			(\$1,550.86)
Total Fees Year 1			\$5,373.72

PROJECT IMPLEMENTATION AND DEPLOYMENT

- DocAccess: DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.
- DocAccess Implementation

Total Initial Term Fees 5,373.72

**Standard Renewal Term Annual Services
(subject to uplift)**

\$3,998.80

1. Performance and payment under this Statement of Work ("SOW") by and between the Bisbee, AZ ("Customer") and CivicPlus, LLC ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>.
2. This SOW shall remain in effect beginning on the date of the Customer signing this Agreement and ending 11/05/2027 (the "Effective Date"), with an automatic one-year Renewal Term, unless 60 days' notice provided prior to renewal date.
3. The Total Initial Term Fees will be invoiced as follows: 100% upon signing; to be prorated based on signature date.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
6. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.
7. If customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to: <https://www.bisbeeaz.gov/>



GSA Statement of Work for Bisbee, AZ
GSA Contract GS-35F-0124U

Acceptance

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

Authorized Client Signature

CivicPlus

By: 

By: 

Name: Ken Budge

Name: Amy Vikander

Title: Mayor

Title: Senior VP of Customer Success

Date: 5/19/2026

Date: 05/21/2026

Organization Legal Name:
City of Bisbee

Billing Contact:
Nina Williams

Title:
Deputy City Clerk

Billing Phone Number:
520-432-6000

Billing Email:
nwilliams@bisbeeaz.gov

Billing Address:
118 Arizona Street
Bisbee, AZ 85603

Mailing Address: (If different from above)

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

CivicPlus Master Services Agreement

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

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

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

Invoicing & Payment Terms

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

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

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

Ownership & Content Responsibility

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

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

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

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

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

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

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

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

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

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

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

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

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

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

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

CivicPlus Support

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

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

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

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

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

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

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

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

Warranties and Disclaimer

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

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

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

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

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

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

Taxes

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

Other Documents

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

Interlocal Purchasing Consent/ Cooperative Purchasing

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

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

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

DocAccess Terms

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. Shared Responsibility Model. Customer acknowledges and agrees that accessibility obligations are shared:
 1. CivicPlus: Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
 2. Customer: Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Services are intended to run on public-facing PDFs. Customer shall not implement the Services on private repositories that hold sensitive information.
3. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
4. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
 1. Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
 2. Accessibility performance may vary across assistive technologies and devices.
5. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
6. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
7. No Warranty of External Compliance. The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.
8. External Integrations and Third-Party Tools. Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.
9. End User Experience. Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
10. Live Assistance Services. Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
11. Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.
12. Service-Dependent Accessibility. Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
13. Effect of Service Termination or Expiration. Upon expiration or termination of Customer's right to use the Service for any reason:
 1. Accessible HTML transcripts and related accessibility features will no longer be automatically

- available;
2. Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
 3. CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
14. **Customer Responsibility for Continued Accessibility.** Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.
 15. **No Reliance on Post-Termination Availability.** Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
 16. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.
 17. **Resource Optimization.** CivicPlus may implement reasonable technical and operational measures to manage Service performance and processing efficiency. Such measures may include, without limitation, identification of duplicate documents, deduplication of identical content across domains, and prioritization of document processing. These measures are intended to reduce unnecessary processing and improve Service performance and do not alter the accessibility functionality of the Service for documents processed through the Service.
 18. **Volume Management.** Customer's Service plan includes document processing capacity appropriate to the Customer's organization type and size. CivicPlus may monitor document processing volume to ensure use of the Service remains consistent with the scope of Customer's plan. If Customer's usage materially exceeds typical processing volumes for similarly situated customers or otherwise exceeds the scope of Customer's plan, CivicPlus may work with Customer to manage document scope or processing volume. This may include, by way of example, excluding archived, outdated, or non-public-facing content from automated processing. CivicPlus will provide reasonable notice prior to implementing any material adjustments and will work with Customer in good faith to maintain accessibility coverage within the applicable plan parameters.
 19. **Plan Parameters.** Customer's Service plan includes document processing capacity as described in the applicable Order Form or service agreement. Accessing, viewing, or downloading previously generated accessible transcripts does not count toward document processing limits.

CivicPlus may update processing parameters or plan thresholds from time to time to reflect changes in Service functionality, Customer organization size, document portfolio, or Service performance requirements. CivicPlus will provide Customer with reasonable advance notice of any material changes to such parameters.