



This Master Agreement Terms and Conditions (the "Agreement") is made and entered into this 28th day of DECEMBER, 2012 by and between GOVPARTNER.com., a NV corporation having its principal place of business at 8710 Earhart Lane, SW, Cedar Rapids, IA 52404 ("CONSULTANT"), and The City of Jurupa Valley with an address of 8304 Limonite Avenue Suite M, Jurupa Valley, CA, 92509 ("CUSTOMER"). In consideration of the mutual promises contained hereing, the parties agree as follows:

1. This Agreement includes the Terms and Conditions, attached hereto as Exhibit A and incorporated herein by this reference, as well as those agreements set forth below which are initialed by CUSTOMER, all Exhibits to the Agreement, and all future agreements referencing this Agreement which CONSULTANT and CUSTOMER may execute from time to time for the license, support & maintenance, services, and hosting of the Software licensed under this Agreement which is more fully described on Description of Software Products, Exhibit B, attached hereto and incorporated herein by this reference (collectively the "Agreement"). The Software Products described in Exhibit B shall be known as the "Products".

<u>Agreements</u>	<u>Form No.</u>	<u>CUSTOMER's Initials</u>
Professional Services Agreement	0002.001	
Application Hosting Agreement	0003.001	

2. CONSULTANT hereby agrees to install and provide the Products to the CUSTOMER in accordance with the terms and prices set forth in this Agreement and CUSTOMER agrees to pay for the Products and their installation in accordance with the terms of this Agreement.

3. The term of this Agreement shall be five (5) years commencing on the date of the Agreement subject to earlier termination pursuant to the terms of this Agreement. CUSTOMER may terminate this and/or related agreements with CONSULTANT on ten (10) days prior, written notice, if the City Council of CUSTOMER adopts a resolution determining, in its sole and absolute discretion, that the City revenues are below acceptable levels for the City and that the City Council must adjust its budget priorities in order to continue to maintain essential City services. At the conclusion of the term, this Agreement shall remain in effect provided that CUSTOMER may terminate this Agreement at any time for any reason, with or without cause, upon thirty (30) days written notice to the CONSULTANT

4. CONSULTANT makes the following representations and warranties to CUSTOMER:

a. CONSULTANT has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with CONSULTANT's execution, delivery and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery and performance of this Agreement by CONSULTANT have been duly authorized by all necessary action on the part of

CONSULTANT and constitute the legal, valid and binding obligations of CONSULTANT, enforceable against CONSULTANT in accordance with their respective terms.

b. CONSULTANT is the owner of the Products and has good and marketable title and license to all of the Products. All of the Products and associated modules are free and clear of any restrictions on or conditions to transfer, license or assignment, and, provided CUSTOMER remains in compliance with the terms of this Agreement, CUSTOMER is granted license rights and may utilize the purchased Products free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions, restrictions, copyrights or disputes. CONSULTANT hereby grants to the CUSTOMER a non-exclusive license to use the Products. All of the Products are in good operating condition, are free of any defects, and are in conformity with the specifications, descriptions, representations and warranties set forth in the Agreement Documents. CONSULTANT is aware that CUSTOMER is purchasing the Products for use in providing municipal services to the public and that the CUSTOMER is relying on CONSULTANT's warranties that the Products is fit for this purpose and the ordinary purposes for which this Products are normally used.

c. None of the representations and warranties made by CONSULTANT in this Agreement contains or will contain any untrue statements of a material fact, or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

5. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between CONSULTANT and CUSTOMER. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting CUSTOMER's terms and conditions. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.

6. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY AGREEMENTS LISTED ABOVE WHICH ARE INITIALED BY CUSTOMER AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

7. CUSTOMER, BY ITS SIGNATURE, ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS CERTAIN LIMITATIONS OF LIABILITY AND CERTAIN WARRANTY DISCLAIMERS AS SET FORTH IN THIS AGREEMENT.

8. It is the express intention of the parties that CONSULTANT and/or its employees or contractors is an independent contractor and not an employee, agent or partner of CUSTOMER. Nothing in this Agreement is intended nor shall be interpreted as creating the relationship of employer and employee between CONSULTANT employees or contractors and CUSTOMER.

9. The persons signing this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the party and have the full authority to bind the party to the terms of this Agreement.

GOVPARTNER.COM

By MICHAEL G. DANIEL

(Type or print name)

Michael G. Daniel

(Signature)

Title PRESIDENT

Date 12/28/2012

CITY OF JURUPA VALLEY

By Laura Roughton

Laura Roughton

(Signature)

Title: Mayor

Date 12/12/12

Attested:

Victoria Wasko

Victoria Wasko, CMC
City Clerk

Approved as to Form:

Peter M. Thorson

Peter M. Thorson, City Attorney

EXHIBIT A

General Terms and Conditions

1. **Payment Terms.** CONSULTANT will invoice CUSTOMER on a one-time or periodic basis for all license fees, maintenance and support charges and service fees and hosting fees for the Products, in accordance with the terms described on Exhibit B, attached hereto and incorporated herein by this reference (herein "Fees"). CUSTOMER must pay each invoice within Thirty (30) days from invoice date, unless otherwise specified in the applicable agreement. CUSTOMER must pay each invoice for a delivery within Thirty (30) days from invoice date without regard to other scheduled shipments. Invoices not paid when due will have a 1.5 percent per month interest charge or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of invoice until the date of payment. All payments made under this Agreement shall be paid in United States dollars.
2. **Proprietary Rights and Confidential Information.**
 - A. Certain information and materials supplied by CONSULTANT with the Products such as, without limitation, the Services, Deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are CONSULTANT's confidential or proprietary trade secrets (the "Confidential Information") and CONSULTANT furnishes them solely to assist CUSTOMER in the installation, operation and use of the Products. CONSULTANT shall plainly label all such materials as "Confidential/Proprietary Information." CUSTOMER must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use the Products. Nothing herein shall restrict CUSTOMER from complying with its obligations under any law requiring disclosure, but CUSTOMER shall give CONSULTANT five days prior notice before any release of Confidential Information.
 - B. CUSTOMER acknowledges and agrees that CONSULTANT shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, CONSULTANT shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that CONSULTANT may have at law or in equity.
3. **Infringement Indemnification**
 - A. CONSULTANT shall (with legal counsel acceptable by both CONSULTANT and CUSTOMER) indemnify and hold CUSTOMER, its elected officials, employess and agents harmless from any action, suit or proceeding brought against CUSTOMER if based on a claim that the Products delivered hereunder infringes any United States patent or copyright of any third party ("Intellectual Property") provided that

CUSTOMER promptly notifies CONSULTANT immediately by overnight mail to General Counsel, GOVPARTNER.com, 8710 Earhart Lane SW, Cedar Rapids, IA 52404 of the action and gives CONSULTANT full authority, information and assistance for the action's defense. CONSULTANT shall pay all damages and costs and legal fees awarded therein against CUSTOMER, but shall not be responsible for any compromise made without its consent. CONSULTANT may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify the Products so that infringement will not exist, or remove the Products involved and refund to CUSTOMER the price as depreciated by an equal annual amount over five (5) years.

- b. CONSULTANT shall have no liability to CUSTOMER if any Intellectual Property infringement or claim thereof is based upon the use of the Products in connection or in combination with equipment, devices, or software not authorized by CONSULTANT for use with the Products or used in a manner not expressly authorized by this Agreement or in a manner for which the Products were not designed, or if the claim of infringement would have been avoided but for CUSTOMER's use of software other than the latest, unmodified release of Software made available to CUSTOMER by CONSULTANT.
- c. CUSTOMER shall indemnify and hold CONSULTANT harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against CONSULTANT so far as it is

based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by CONSULTANT hereunder constitutes an infringement because of such modification, alteration or combination. The indemnification obligation in this subsection shall not apply to infringement claims arising out of CUSTOMER'S use of any Products with CUSTOMER'S software being utilized as of the effective date of this Agreement, or which is thereafter put into use following not less than ten (10) business days' prior, written notice to CONSULTANT, unless during such ten day period, CONSULTANT objects in writing to CUSTOMER'S use of such software.

- 4. **Limitation of Liability.** Except as provided in Paragraphs 3.A. and B., CONSULTANT will not be liable for any loss or damage claimed to have resulted from the use, operation or performance of the Products, regardless of the form of action. In no event will CONSULTANT be liable to CUSTOMER for (a) any special, indirect, incidental or consequential damages related to the use, operation or performance of the Products, even if CONSULTANT has been advised of the possibility thereof, (b) any damages resulting from latent defects, loss of data or profits.
- 5. **Taxes.** CUSTOMER shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of

this Agreement, except those taxes based upon CONSULTANT's net income.

6. **Export.** CUSTOMER agrees that the Products purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.
7. **Assignment.** CUSTOMER may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with CONSULTANT's prior written consent which shall not be unreasonably withheld. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
8. **Waiver.** The parties' rights and remedies are separate and cumulative. Neither parties waiver or failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.
9. **Force Majeure.** If any cause beyond CONSULTANT's reasonable control prevents CONSULTANT from performing under this Agreement by a given date or time, CONSULTANT's performance will be automatically postponed for the duration of the event that prevented its performance. CONSULTANT shall immediately notify CUSTOMER any such event.
10. **Choice of Law.** The laws of the State of California shall govern the construction and operation of this Agreement without regard to the conflict of laws provisions thereof.
11. **Severability.** The invalidity of any provision of this Agreement will not

affect the validity and binding effect of any other provision.

12. **Notice.** Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable if followed up by a mailed confirmation. Notices to CONSULTANT must be sent to the attention of Mr. Michael G. Daniel. Notices to CUSTOMER must be sent to the attention of Mr. Stephen G. Harding.
13. **Disputes.** The parties shall engage in a good-faith attempt to resolve any dispute regarding this Agreement by the alternate dispute resolution process stated in this Section 13. First, the Manager of CUSTOMER and the President of CONSULTANT shall meet to resolve the dispute. If that meeting does not resolve the dispute, the parties will refer the dispute to mediation with a mediator mutually selected by them. The parties shall share the costs of mediation equally. In the event the matter is not resolved by mediation within sixty (60) days of submission of the matter, then the parties may agree in writing to extend the mediation period, or either party may pursue any and all available legal and equitable remedies.
14. **Acceptance.** Acceptance testing shall be jointly performed by the Consultant and CUSTOMER for the Products. Acceptance testing shall begin when the installation is complete and the system is operable. If, in the determination of the CUSTOMER, the Products fail to conform to the Agreement in any manner or respect, the CUSTOMER shall so notify Consultant within thirty (30) days of installation of the Products. Failing such notice, the Products shall be deemed accepted by the

CUSTOMER as of the date of installation.

15. **Rejection.** In the event of such notice of non-conformity by CUSTOMER pursuant to the Section 14 entitled "Acceptance" above, CUSTOMER may, at its option and sole discretion, (1) reject the whole of the Products, (2) accept the whole of the Products, or (3) accept any a certain module of the Products and reject the remainder. The exercise of any of the above options shall be "without prejudice" and with full reservation of any rights and remedies of CUSTOMER attendant upon a breach. In the event of such notice and election by CUSTOMER, the CUSTOMER agrees to comply with all reasonable instructions of CONSULTANT and, in the event that expenses are incurred by CUSTOMER in following such instructions, CONSULTANT shall indemnify CUSTOMER in full for such expenses.
16. **No Replacements.** This Agreement calls for strict compliance. Consultant expressly agrees that both the Products tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by CUSTOMER of the whole of the Products or any part thereof pursuant to the section 16 entitled "Rejection" above, CUSTOMER may, but is not required to, accept any substitute performance from CONSULTANT or engage in subsequent efforts to affect a cure of the original tender by CONSULTANT.
17. **Implementation of Installation of Products.** The Products shall be installed in accordance with this Agreement and the schedule set forth in Exhibit B. The Products shall be installed no later than December 1, 2013 unless such installation period is extended in writing by the City Manager.
18. **Legal Responsibilities.** The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CUSTOMER, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.
19. **Inconsistent Provisions.** In the event of any inconsistent or contradictory provisions between this Master Agreement and the Profession Services Agreement, Application Hosting Agreement and Software Licensing Agreement, then the terms of this Master Agreement shall prevail.
20. **Insurance.** During all such times as CONSULTANT is working at any premises owned or controlled by the CUSTOMER, CONSULTANT shall provide and maintain for the benefit of the CUSTOMER, Commercial General and Automobile (any auto) Liability insurance in a policy amount of not less than \$1 million naming the City of Jurupa Valley, its officials, employees and agents as additional insureds in such form and terms as approved by the City Manager. CONSULTANT shall also secure and maintain workers' compensation insurance for the protection of its workers. The foregoing policies shall waive the right of subrogation against any of the additional insureds.
21. **Indemnification.** To the maximum extent permitted by law, CONSULTANT shall indemnify, defend and hold the City of Jurupa Valley, its elected officials, officers, employees and agents free and harmless with respect to any

and all claims and liabilities for personal injury, death and/or property damage, to the extent caused by, negligent acts or omissions and/or willful misconduct of CONSULTANT or its officers, employees, agents and/or contractors, while working at, in or upon any premises owned or controlled by the City of Jurupa Valley.

EXHIBIT B

Description of Software Products

GovPartner Connect is a web based system that automates all of Land Development and Management with modules that include: **Planning, Engineering, Building, Code Enforcement, Customer Portal, Licensing, CRM, Work Order, and GIS Viewer**. It is offered either as a combined enterprise solution or each module can be implemented as stand-alone, but all operate off of a central database for a comprehensive overview of all land development activity.

Land Management Module – (Base Module) This Module functions as the foundation for all additional Connect Modules. It provides for system administration, user management, security, reporting tools, integration and more.

Building Module – Manages permit issuance and the Building and construction processes including: Permits, inspections, plan review, document associations, archival, fees and payments.

Planning Module – Manages planning and zoning processes and land use approvals including project management, case management, permits, fees, hearings, appeals, environmental issues, and more.

Engineering Module – Manages engineering related processes for infrastructure and capital improvement projects.

Code Enforcement Module – Manages the Code Enforcement process including case management, inspections, ordinances violated, letter issuance, citation issuance, fees and payments.

Customer Portal Module – A web based Module that extends the capabilities of the Connect system to customers. It provides customer access to permit applications (including payment), inspection scheduling, plan check status, and more all in real-time, 24X7. When used in conjunction with the other Connect Modules, the Portal provides citizen access to services straight from the City's website.

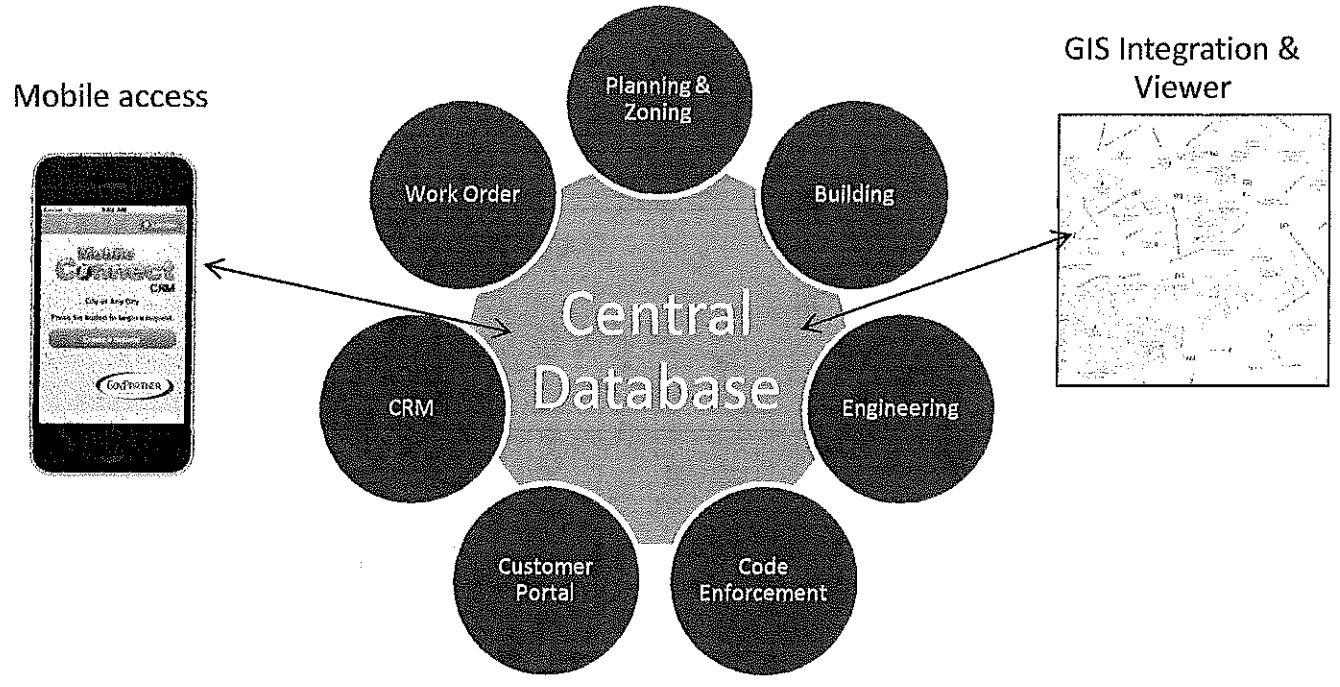
GIS Viewer – The GIS Viewer integrates Connect with the City's ESRI GIS data. It provides staff with a spatial view of the City's development projects and process, including the ability to do geographic searches, buffer parcels for notification letters, display custom queried data, and much more. **Note that the viewer will require that the City maintain its GIS data with ESRI ArcGIS Server.**

RequestPartner CRM – A web-based system that manages Citizen Request Management (CRM) including all citizen requests for service, complaints, questions, compliments, internal employee requests and citizen surveys. It is easy to use and administer and can be customized to meet unique customer service requirements. This module is also linked to the **Code Enforcement Module** for seamless tracking of customer complaints and cases including issuing letters, inspections, citations, etc.

Work Order Management – Manages all work instances and processes including the ability to track and control costs which involve assets, time, materials, and resources. This Module is fully integrated with the **CRM Module** for a full customer service and work management solution.

Licensing Module (optional – not proposed) – Facilitates the issuance and management of all licenses types for the City and the renewal process.

The below graphic illustrates those Modules that will be delivered to meet the desired Scope of Work. Additional Modules may be delivered as necessary and at any time without system interruption. All users will interact with the system using a web browser from any Internet connected device.



CONSULTANT understands the unique fiscal and personnel challenges that newly incorporated Cities face. As such CONSULTANT agrees to a significant reduction in the overall software and implementation fees. These reductions are as follows:

Software

1. With this five-year agreement, the first year of the Software Hosting fee is waived.
2. CONSULTANT shall provide a \$5,000 per year discount in exchange for the second through fifth years of the Agreement.
3. Hosting Fees shall be invoiced and payable beginning one year from the contract date and thereafter on the contract date anniversary.

Software Hosting Fees (waived Year 1)

(includes unlimited concurrent license, maintenance, support and enhancements)

GovPartner Module	Annual Software Hosting Fee
Land Management (Base)	\$15,000
Building	\$12,000
Planning	\$12,000
Code Enforcement	\$12,000
Engineering	\$12,000
Public Portal <ul style="list-style-type: none"> • online permits/licenses 	\$12,000
GIS Viewer <ul style="list-style-type: none"> • Requires ArcGIS Server 9.3.1 or better 	\$5,000
Citizen Request Management (CRM)	\$10,000
Work Order	\$10,000
Total Annual Hosting Fee	\$100,000
Newly Incorporated City Discount	\$75,000
5 Year Term Discount	\$5,000
Final Annual Hosting Fee for Years 2 through 5	\$70,000

Implementation Fees for all modules

Description	Unit Price	Quantity	Cost
Project Implementation	\$1,200 per day	10 days	\$12,000
System Customization & Testing	\$1,200 per day	15 days	\$18,000
Training and Documentation <ul style="list-style-type: none"> • Will be provided onsite 	\$1,000 per day	5 days	\$5,000
Report Development Training <ul style="list-style-type: none"> • Report/Form/Letter development & customization • Includes 4 custom reports 	\$1,500 per day	3 days	\$4,500
GIS Integration <ul style="list-style-type: none"> • Our system is deployed with a GIS Viewer that displays parcel, ownership, and address information via integration with the City's GIS system 			\$5,000
Finance Integration <ul style="list-style-type: none"> • Daily automated batch process 			\$5,000
Public Outreach Program			\$5,500
Travel & Expenses <ul style="list-style-type: none"> • Average cost \$1,500 per trip • 4 trips estimated 			\$6,000 estimate
Total Implementation Fees			\$61,000

Proposed Solution Grand Total

Annual Software Licenses and Hosting (year one waived)	\$70,000
Implementation and Project Management Services	\$61,000
Total Year 1	\$61,000
Total Year 2 – 5	\$70,000 per year Annual Hosting

The \$70,000 per year licensing and hosting fee (waived for year 1) and one-time \$61,000 Implementation and Project Management Services fee reflected in this Exhibit A, constitute the total and complete fees payable to CONSULTANT in connection with installation, training and use of all of the Products, unless a new work order or change order is executed by CUSTOMER.

Professional Services Agreement Master Agreement No. CDP20110501

This Professional Services Agreement (the "Professional Services Agreement") by and between **GOVPARTNER.com**, a NV corporation having its principal place of business at **8710 Earhart Lane, SW, Cedar Rapids, IA 52404** ("CONSULTANT") and the **City of Jurupa Valley** ("CUSTOMER") with an address **8304 Limonite Avenue, Suite M, Jurupa Valley, CA, 92509** is an addendum to the Master Agreement Terms and Conditions between CONSULTANT and CUSTOMER dated DECEMBER 28, 2012 (the "Master Agreement").

CUSTOMER AGREES TO INITIAL HERE AND IN THE APPROPRIATE SPACE ON THE FACE OF THE MASTER AGREEMENT TO INDICATE ITS INTENTION TO HAVE THIS PROFESSIONAL SERVICES AGREEMENT APPLY. CUSTOMER AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS WHICH ARE INCORPORATED IN AND MADE PART OF THE MASTER AGREEMENT.

CUSTOMER's Initials jmw

The terms and conditions of the Master Agreement (the "Master Agreement") are incorporated herein as if the same were fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning as defined elsewhere in the Master Agreement. The provisions of the Master Agreement shall govern over any inconsistent provisions herein.

1. Services

- A. The professional consulting services and deliverables to be performed or delivered by GOVPARTNER under this Addendum C may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, installation evaluations, custom modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software

pursuant to CUSTOMER's Work Order (collectively referred to as the "Services"). On-site support is available to resolve severe problems rendering software application substantially inoperable and to perform upgrades.

- B. During the term of this Addendum C, the CUSTOMER may submit orders to GOVPARTNER. Upon acceptance by GOVPARTNER, each order shall become part of and be subject to the terms and conditions of this Addendum C. GOVPARTNER shall not withhold acceptance unreasonably.
- C. For each order issued and accepted by GOVPARTNER, the parties shall mutually agree to and attach a work order ("WO") with written estimate of the tasks, deliverables, acceptance of deliverables, schedule for performance and cost for providing the requested Services. It is understood that the WO may be

amended by mutual written agreement. If there is any conflict of terms between this Addendum C and the WO, then this Addendum C shall control.

D. Hours of Service: Services will be provided during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays or such holidays as observed locally by GOVPARTNER. CUSTOMER may request in writing extended hours beyond the normal hours of service at the prevailing surcharge rates.

E. CUSTOMER shall furnish GOVPARTNER, at CUSTOMER's expense, all technical data and information as may be determined by GOVPARTNER to be necessary to furnish the Services in the WO. CUSTOMER shall grant GOVPARTNER access to the System at such times and so configured as may be required for the adequate delivery of the Services.

F. GOVPARTNER tools/utilities components and custom modifications (hereinafter "Components") developed by GOVPARTNER to enhance the functionality of GOVPARTNER Software for the applicable CUSTOMER solution may be described and the associated fees therefor may be set forth in the applicable WO. The rights to use these Components are granted in accordance with the Master Agreement. In addition, continuing support for the specified Components will be provided..

G. GOVPARTNER shall use reasonable efforts to perform the Services to be provided hereunder, but GOVPARTNER will not be responsible for any delays resulting from circumstances beyond its control.

2. **Term.** Unless otherwise terminated in accordance with the Master Agreement, this Addendum C shall commence effective on the date of acceptance by GOVPARTNER and shall remain in force until terminated with thirty (30) days prior written notice from either party. Completion of any ordered Services or the absence of orders for additional Services shall not terminate this Addendum C, it being the intent of the parties to keep this Addendum C in effect in the event of future orders for Services unless otherwise notified by either party in writing.

3. **Charges and Invoicing.** The CUSTOMER agrees to pay for all Services delivered by GOVPARTNER, including reasonable travel, subsistence and lodging in accordance with GOVPARTNER's established rates and minimums in effect when the Services are rendered. Additionally, the CUSTOMER agrees to reimburse GOVPARTNER for any special or unusual expenses incurred at the CUSTOMER's specific request. Unless a prepaid order is received, CUSTOMER will be invoiced monthly for Services rendered in the previous month or in accordance with the milestone payment schedule in the WO attached to each order. All charges and rates are exclusive of all sales, use and like taxes. Such taxes are the responsibility of the CUSTOMER and will be billed to the CUSTOMER as a separate line item on each invoice.

AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND EXCEPT AS PROVIDED IN THE MASTER AGREEMENT, THERE ARE NO OUTSTANDING WORK OR CHANGE ORDERS. UNLESS AND UNTIL A NEW WORK OR CHANGE ORDER IS EXECUTED BY CUSTOMER, NOTHING IN THIS AGREEMENT SHALL REQUIRE PAYMENT OF ANY ADDITIONAL SUMS TO CONSULTANT.

4. **Change Orders**

A. In the event that either party desires to change the scope of the Services for any reason which is not within the scope of the WO, such party (referred to for convenience as the "requesting party") shall submit to the other party (referred to for

convenience as the "receiving party") a request for a change to the scope of the Services (a "Change Order"). Each Change Order shall set forth in reasonable detail the nature of the change in the Services being requested, the recommended increase or decrease in personnel or other resources, if any, and any impact of the Change Order will have on the WO schedule, once the Change Order is implemented. The receiving party will use commercially reasonable efforts to review and respond to the Change Order within ten (10) business days after receipt of the Change Order. The receiving party may approve, propose modifications to or disapprove of the requested Change Order. Neither party shall unreasonably disapprove a Change Order presented by the other. If the receiving party disapproves of the requested Change Order, the receiving party shall provide to the requesting party in writing, within the ten (10) day response period, the reasons for denying the requested Change Order. In the event the parties fail to agree on a specific Change Order, GOVPARTNER shall continue to provide the Services at the service level provided that the WO is met. GOVPARTNER shall have the right to allocate its resources to the extent necessary to achieve such mutually agreed to service levels.

B. A stop work notice or a request for suspension of performance by the CUSTOMER shall be considered a change order under this Section. Any resumption of the Services shall require a mutual review and

written acceptance of the applicable WO and any changes or amendments thereto.

5. Change Control and Supervision

A. All changes must be documented in writing and signed by the requesting party. The assigned Professional Services Project Manager will analyze these requests and generate an initial assessment as to the impact on the WO's cost and/or schedule within five business days.

(i) Changes that **do not** affect the cost and/or schedule of the Services/Deliverables will be handled within the WO. The Project Manager may take three actions: authorize the proposed change, deny the proposed change; or request additional information.

(ii) Changes that affect cost and/or schedule of the Services/Deliverables will be reported to the CUSTOMER, with the applicable pricing and schedule impact of the requested change to the WO.

B. While present on the CUSTOMER's premises and performing Services under this Addendum C, GOVPARTNER and its employees and contractors shall conform to CUSTOMER's published policies and procedures and shall abide by CUSTOMER's directions which are consistent with the WO.

C. It is the express intention of the parties that GOVPARTNER and/or its employees or contractors is an independent contractor and not an employee, agent or partner of CUSTOMER. Nothing in this Addendum C shall be interpreted as creating the relationship of employer and employee between GOVPARTNER employees or contractors and CUSTOMER.

D. Should a GOVPARTNER employee or contractor be unable to perform the scheduled Services under this Addendum C because the illness, resignation or other causes beyond GOVPARTNER's control, GOVPARTNER will attempt to replace such employee or contractor within a reasonable time.

Work Order No. 1
Master Agreement No. CDP20110501

Implementation Fees for all modules

Description	Unit Price	Quantity	Cost
Project Implementation	\$1,200 per day	10 days	\$12,000
System Customization & Testing	\$1,200 per day	15 days	\$18,000
Training and Documentation <ul style="list-style-type: none"> • Will be provided onsite 	\$1,000 per day	5 days	\$5,000
Report Development Training <ul style="list-style-type: none"> • Report/Form/Letter development & customization • Includes 4 custom reports 	\$1,500 per day	3 days	\$4,500
GIS Integration <ul style="list-style-type: none"> • Our system is deployed with a GIS Viewer that displays parcel, ownership, and address information via integration with the City's GIS system 			\$5,000
Finance Integration <ul style="list-style-type: none"> • Daily automated batch process 			\$5,000
Public Outreach Program			\$5,500
Travel & Expenses <ul style="list-style-type: none"> • Average cost \$1,500 per trip • 4 trips estimated 			\$6,000 estimate
Total Implementation Fees			\$61,000


APPLICATION HOSTING AGREEMENT

Master Agreement No. CDP20110501

This Application Hosting Agreement (the "Application Hosting Agreement") by and between **GOVPARTNER.com**, a NV corporation having its principal place of business at **8710 Earhart Lane, SW, Cedar Rapids, IA 52404** ("CONSULTANT") and the **City of Jurupa Valley** ("CUSTOMER") with an address **8304 Limonite Avenue, Suite M, Jurupa Valley, CA, 92509** is an addendum to the Master Agreement Terms and Conditions between CONSULTANT and CUSTOMER dated DECEMBER 28, 2012 (the "Master Agreement").

The terms and conditions of the Master Agreement (the "Master Agreement") are incorporated herein as if the same were fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning as defined elsewhere in the Agreement.

CUSTOMER AGREES TO INITIAL HERE AND IN THE APPROPRIATE SPACE ON THE FACE OF THE MASTER AGREEMENT TO INDICATE ITS INTENTION TO HAVE THIS APPLICATION HOSTING AGREEMENT APPLY. CUSTOMER AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS WHICH ARE INCORPORATED IN AND MADE A PART OF THE MASTER AGREEMENT:

CUSTOMER's Initials _____ 

1. Hosting Services

A. CUSTOMER is duly licensed to use the Products pursuant to The Master Agreement between CONSULTANT and CUSTOMER (the "Products"). CONSULTANT shall install and operate the host portion of the Products in CONSULTANT's host computer system (the "Host Computer System").

B. CONSULTANT shall provide all equipment, software and services necessary for the operation and maintenance and support of the Host Computer System and the host portion of the Products. CONSULTANT may contract with third parties for all or part of such equipment, software and services. CONSULTANT reserves the right to change the

configuration of the Host Computer System and the host portion of the Products and to change or delete such equipment or software at any time, but CONSULTANT shall make CUSTOMER's application compatible with such change or deletion without additional charge to CUSTOMER.

C. CONSULTANT shall provide bandwidth for communication between CUSTOMER and its web users involving the Products as provided in Exhibit A to this Application Hosting Agreement. CONSULTANT shall back-up CUSTOMER's data as provided in Exhibit A.

D. Installation and training procedures shall be those described pursuant to the

Professional Services Agreement between CONSULTANT and CUSTOMER. If CONSULTANT is requested to provide custom modification, consulting, system integration or other services, the terms for such services shall be provided in such Professional Services Agreement.

- E. CUSTOMER shall have access to and be permitted to use the Products via Internet facilities. The communications and network interoperability requirements for Internet access are as described in Exhibit B to this Application Hosting Agreement.
- F. The Hosting Computer System shall be used by CUSTOMER only for purposes relating to CUSTOMER's own use of the Products. CUSTOMER shall have no right to assign any of its rights under this Application Hosting Agreement. CONSULTANT will not be responsible for any delays resulting from circumstances beyond its control.
- G. CONSULTANT shall take reasonable precautions to guard against unauthorized access to CUSTOMER's data that is used or collected by the Products. However, CONSULTANT assumes no responsibility that the Products will be used properly.
- H. CONSULTANT shall include a default maximum of storage space, including the backup and retention thereof, to the CUSTOMER within the hosted

environment. CONSULTANT will monitor disk usage on a regular basis, and will increase CUSTOMER's commitment for disk space in 1 Gigabyte increments at \$500 per year when disk utilization exceeds the next pending threshold.

2. Maintenance

- A. **Hours of Support Availability.** Payment of the Annual Software Hosting Fee described in Exhibit B to the Master Agreement entitles CUSTOMER to Support during the Principal Period of Maintenance ("PPM"). The PPM is a nine hour continuous daily time period between the hours of 8:00 AM and 5:00 PM, Pacific time, Monday through Friday, excluding holidays or such holidays as observed locally by CONSULTANT. All Support subsequently added shall have the same PPM. Support for severe problems, as defined in the Support Order Form, will be provided outside the PPM.
- B. **Scope of Support.** Support includes the response to and resolution of CUSTOMER-encountered problems with the Products as reported to CONSULTANT by CUSTOMER, and maintenance and operation of the Host Computer System. Resolution of CUSTOMER-encountered problems shall, at CONSULTANT's option, consist of (1) maintenance provided through telephone or electronic support as described on the Order Form; (2) correction of any

defect in the Products program that materially and adversely affects the use of the Products as described in GOVPARTNER's documentation or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Products release. CONSULTANT shall support licensed Products located on the Host Computer System. CONSULTANT shall use commercially reasonable efforts to respond to CUSTOMER calls according to the priority level of the call described in the Order Form. CONSULTANT shall resolve the CUSTOMER's call in a commercially reasonable period. Support also includes the use of upgrade Products releases, as deemed appropriate by CONSULTANT, and which will be provided to CUSTOMER without additional charge. Any rendering of supplemental maintenance Support by CONSULTANT that is not provided for in the Order Form, including consulting, will be performed at CONSULTANT's discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CUSTOMER at current prices and terms then in effect.

C. Support Limitations. Any Support is dependent upon the use by CUSTOMER of unmodified Products (except as authorized by CONSULTANT pursuant to a Professional Services Agreement) operated in accordance with CONSULTANT's documentation.

Products Support specifically excludes the following: (1) Support to a version of Products other than the current or immediate prior release; (2) efforts to restore a release of the Products beyond the current or immediate prior release; (3) efforts to restore CUSTOMER data beyond the most recent back-up.

D. End of Support Life.

CONSULTANT periodically announces the End of Support Life (EOSL) for Products. CONSULTANT will notify the CUSTOMER signatory or designee in writing or by electronic mail a minimum of one hundred and eighty (180) days prior to the Support discontinuance. After the EOSL, telephone and or web-based support limited to current available fixes will be available on a commercially reasonable efforts basis at prevailing prices. If EOSL for Products occurs within five (5) years of the date services are first provided under this Application Hosting Agreement, CONSULTANT shall refund an amount equal to the product of the Annual Software Hosting Fees for the Products for which support has ended multiplied by a fraction the denominator of which is five (5) years and the numerator of which is the remainder of five (5) years minus the period for which support life was provided.

3. CUSTOMER's Responsibilities.

CUSTOMER is responsible for maintenance and installation of any common carrier equipment or communication Support related to the operation of the Products at the CUSTOMER's facilities and not furnished by CONSULTANT. CUSTOMER is also responsible for charges incurred for communication facilities at CUSTOMER's facilities, whether incurred by CUSTOMER or by CONSULTANT Support representatives while performing Support on the Products. CONSULTANT is responsible for performing Products back-ups in accordance with published documentation. CUSTOMER shall notify CONSULTANT of any Products failure. Support calls must be placed to CONSULTANT by a CONSULTANT trained contact, as listed in the CUSTOMER Authorized Contact Information Form.

4. Products Modification.

CONSULTANT will not be responsible to CUSTOMER for loss of use of the Products or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Products by third parties other than authorized representatives of CONSULTANT, or at the direction of CONSULTANT. CONSULTANT reserves the right to terminate this Agreement upon written notice to CUSTOMER if any such alteration, addition, adjustment or repair adversely affects CONSULTANT's ability to render maintenance Support to the Products with the Annual Software Hosting Fee

refunded in proportion to the amount of time remaining for the payment period.

5. Term.

Unless sooner terminated as provided in the Master Agreement or below, the initial term of this Application Hosting Agreement shall commence the date the Master Agreement is signed and shall continue until five (5) years after the date of successful implementation of the host portion of the Products and acceptance by the CUSTOMER. Thereafter, CUSTOMER and CONSULTANT may mutually agree in writing to extend the term of this Application Hosting Agreement. CONSULTANT may terminate this Application Hosting Agreement for any reason at any time, with or without cause, by giving at least thirty (30) days written notice to CONSULTANT. Notwithstanding anything to the contrary in this Section 5, this Application Hosting Agreement shall terminate immediately upon termination of the Master Agreement.

7. Credit Card Services

The CyberSource Managed Commerce Provider Agreement (the "Credit Card Agreement"), attached hereto as Exhibit C and incorporated herein by this reference, is for the purpose of facilitating credit card processing by the CUSTOMER regarding the use of the Products by CUSTOMER's web users. CONSULTANT grants to CUSTOMER the rights of a "Customer" as provided within that

Credit Card Agreement. This grant of rights shall continue until the sooner of the termination of the Credit Card Agreement or the termination of this Web Site Hosting Agreement. In the event of termination of the Credit Card Agreement, CONSULTANT shall obtain similar services from another source, the terms of which agreement with another source shall apply to CUSTOMER.

8. Storage of Data. All data to be stored or held by CONSULTANT shall

be held or stored in the United States of America.

9. Availability of Data. CONSULTANT shall transfer to the CUSTOMER, at CONSULTANT'S sole expense, all of CUSTOMER'S data, in a form acceptable to CUSTOMER, upon CUSTOMER'S written request.

Exhibit B

Bandwidth:

CUSTOMER will be provided with the bandwidth from a datacenter necessary for adequate responsiveness for the following application(s):

CUSTOMER Software and Equipment:

Hardware

Any workstation connected to the Internet that is capable of supporting a W3.org compliant HTML 3.2 or 4.0 browser. Computers that are five years or older may process information so slowly and may not produce satisfactory results.

Software

Any W3.org (World Wide Web Consortium) HTML 3.2 or 4.0 compliant browser for access by public. CUSTOMER staff must use Microsoft Internet Explorer version 5 or later. In order to maintain session state cookies must be enabled

CUSTOMER'S communications and network interoperability requirements:

Network Software Environment

Industry standard network software environment that utilizes TCP/IP networking protocol, LAN connections to the Internet, and dial-up connections for public access. CUSTOMER Internet access to hosted applications should provide for a dedicated, "always on", connection at 128kb/s or higher data rate. Any CUSTOMER firewall security device to be configured to permit two-way communication between hosted applications at the data center and the CUSTOMER's server running the database.

CONSULTANT Backup:

CONSULTANT shall perform a full back-up of CUSTOMER's data files on a weekly basis and an incremental back-up all other working days of the week. An incremental back-up is back-up of all files that have changed since the previous back-up. One copy of the back-up is retained for thirty days before it is recycled. CONSULTANT will use reasonable efforts to restore CUSTOMER's files from available back-up tapes during the PPM.

CUSTOMER Support Subscription Order Form

CUSTOMER:		
CUSTOMER		
CUSTOMER Phone:		
CUSTOMER Fax:		
CUSTOMER E-mail Address:		
Address:		
City, State or Province, Zip Code or Postal Code:		
<u>Description</u>	<u>Response Time</u>	<u>Means of Contact</u>
<u>Support</u>		
Level 1: Severe problems rendering software application substantially inoperable	Response** within 4 hours, without regard to PPM	Telephone, e-mail, pager/mobile phone
Level 2: Problems significantly affecting operability, but which do not render application inoperable	Response** within 8 hours	Telephone, e-mail
Level 3: Problems preventing application from functioning as designed, but which do not significantly affect operability or render application substantially inoperable	Response** within 24 hours	Telephone, e-mail
Level 4: Less critical problems for which an acceptable work around is developed	Will be considered and addressed as part of normal product enhancement cycle	Telephone, e-mail, letter
	**Response means begin actively working on solution	

CUSTOMER Authorized Contact Information Form

General Information	
CUSTOMER:	E-mail Address:
Primary Technical Contact:	Phone: Fax:
Address:	City, State or Province:
Zip Code or Postal Code:	Country:

Authorized Contacts must be CONSULTANT trained for your installed product configuration. Validation of training may be required by CONSULTANT. Only the Trained Contacts listed below or as modified in writing by the CUSTOMER will be eligible for telephone or web support. *YOUR COMPLETE E-MAIL ADDRESS IS NECESSARY FOR THIS SUPPORT.*

Trained Contact	
Name:	Title:
Phone Number:	Fax Number:
E-mail or Internet Addr:	Pager Number:
Trained Contact	
Name:	Title:
Phone Number:	Fax Number:
E-mail or Internet Addr:	Pager Number:
Trained Contact	
Name:	Title:
Phone Number:	Fax Number:
E-mail or Internet Addr:	Pager Number: