



REQUEST FOR CONTRACT UPDATE #5

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Iron Brick Associates LLC (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159124 for OMNIA Partners: Cloud Solutions for HR, Finance and Planning (Contract Title) on this date 4/3/26.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☒ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Intuitive Municipal Solutions (iMS)- was founded to address the changing software needs of Community Development Departments with current technology and innovative, easy-to-use solutions. Our system was purposefully designed to bring a streamlined, adaptable and straightforward interface to users. Our clients find the intuitive flow, plus the ease of configuration and automation, greatly benefit citizens, users and administrators.

The iMS software suite is a single system comprised of various applications that will support your Agency in the areas of land development, permitting, plan review, inspections, code enforcement and licensing. Intuitive Municipal Solutions offers an integrated enterprise application that enables your staff, customers, and even administrators to share the same code base. A great benefit to using our cutting-edge software is that it utilizes HTML5 and modern technology, with no plugins required.

Iron Brick Associates LLC

Vendor Name

Zebulon Mellett

Submitted By

4/3/26

Signature

Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Signature

4/13/2026
Date

Supplier Name: Iron Brick Associates LLC Contract # 159124_
Contract Title: Cloud Solutions for HR, Finance and Planning

Manufacturer	Discount off List	Website	Summary of Offering and How it falls within the Scope
Intuitive Municipal Solutions	provided at the order level (expecting a minimum of 3% off list)	https://ims16.com/	Permitting, Licensing and Code Enforcement requirements and modernization needs are often bundled with HR, FINS and Planing requirements within State and Local organizations. The iMS software suite is a single system comprised of various applications that will support a S&L agency in the areas of land development, permitting, plan review, inspections, code enforcement and licensing. Intuitive Municipal Solutions offers an integrated enterprise application that enables staff, customers, and even administrators to share the same code base. A great benefit to using iMS' cutting-edge software is that it utilizes HTML5 and modern technology, with no plugins required.

Intuitive Municipal Solutions, LLC

End User Subscription and License Agreement

Effective April 2026

The following terms and conditions constitute the standard Commercial Terms presented to Public Sector Customers in connection with the purchase of Intuitive Municipal Solutions Products and Services. These terms may be modified to the extent required by applicable federal or state law. Customer-specific details (agency name, modules licensed, pricing, and scope of work) shall be set forth in individual quotes and order documents.

1. Software License

1.1 Under the applicable order, Intuitive Municipal Solutions, LLC ("Manufacturer" or "iMS") grants to the Public Sector Customer ("Licensee") a non-exclusive and non-transferable license to use the Intuitive Municipal Solutions Software Suite (the "Software") for the Licensee's internal government operations.

1.2 "Software" includes the executable computer programs, related printed and electronic documentation, online help systems, and any other files that accompany the product.

1.3 Title, copyright, intellectual property rights, and distribution rights of the Software remain exclusively with Manufacturer. Intellectual property rights include the look and feel of the Software. This agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

1.4 The rights and obligations of the applicable order are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under the applicable order to any other person or legal entity without the prior written consent of Manufacturer.

1.5 The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies without the prior written approval of Manufacturer.

1.6 Failure to comply with any of the terms under this Software License section will be considered a material breach.

2. Hosting, Technical Support, and Maintenance

2.1 Beginning on the effective date of the applicable order, and for the term of the order, Licensee will be entitled to the following:

(a) Hosting services in Microsoft Azure. Manufacturer will provide Production and Test environments that include necessary software licenses and capacity to accommodate the Licensee's needs under the applicable order.

(b) Maintenance, upgrades, and backups of the hosted environments.

(c) Unlimited technical support during iMS business hours (8:00 AM - 7:00 PM Central, Monday through Friday). A contact number will be provided for critical issues outside of business hours. Support is provided via email or phone. Phone support includes screen sharing when required.

(d) Regular software updates. Licensee will be notified via email when updates become available. If the Licensee elects not to upgrade, they will not be able to take advantage of features and fixes added in that update.

(e) A reasonable number of refreshes per year of the Test environment from Production.

2.2 The Licensee is not responsible for Manufacturer's licensing costs for major upgrades that require services. In these cases, covered licensees only incur the cost of the services required. An example of a major upgrade would be a change in the development platform or re-write of the program based on newly-available programming tools. Such upgrades are very infrequent but could require implementation services and training to successfully migrate.

3. Data Access

3.1 Licensee data will be used only to provide Licensee with the defined services and for purposes compatible with providing those services. Licensee retains all rights, titles, and interests in and to their data, and Manufacturer acquires no rights to Licensee data other than the rights granted to provide the service.

3.2 Manufacturer will not disclose Licensee data except as directed by the Licensee or as required by law. In the event Manufacturer receives a legal demand for Licensee data, Manufacturer will promptly notify Licensee (to the extent permitted by law) and reasonably cooperate with Licensee's efforts to seek a protective order or other appropriate remedy.

4. Data Rights Retention

4.1 Licensee will have the ability to request a database backup and copy of Licensee files at any time during the term of service.

4.2 In the event of expiration or termination of service, Manufacturer will make Licensee data (database backup and attached files) available to download for a period of ninety (90) days after expiration or termination of service. At the end of the 90-day retention period, Manufacturer will delete Licensee data. Licensee is solely responsible for the retention or extraction of data provided by Licensee. Manufacturer has no liability for the deletion of data as described in this section.

5. Limitation of Liability

5.1 With the exception of Manufacturer's indemnity obligations in Section 9, or Manufacturer's gross negligence or willful misconduct, liability of Manufacturer for software, hosting, and professional services under the applicable order will be limited to the total value of fees paid by Licensee to Manufacturer (directly or through Reseller) during the twelve (12) months preceding the event giving rise to such claim.

5.2 Manufacturer will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.

5.3 Manufacturer shall not be liable for any loss of data except to the extent such loss is caused solely by Manufacturer's gross negligence or willful misconduct.

6. Warranties and Representations

6.1 Manufacturer does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

6.2 Manufacturer warrants that:

(a) Software will perform without Defects during the term of the applicable order. If the Software does not perform as warranted, Manufacturer will use all reasonable efforts, consistent with industry

standards, to cure the Defect.

(b) "Defect" means any failure of the Software or Services or component thereof to conform in any material respect with applicable Functional Requirements as defined and included in the applicable order or any specifications mutually agreed to as part of any accepted Deliverable as defined by an applicable Statement of Work.

(c) Manufacturer will: (i) perform services in a professional, workmanlike manner, consistent with industry standards; (ii) perform services in a manner that complies with all applicable laws and regulations; (iii) staff the project with a sufficient number of resources with skills and experience sufficient to perform services in accordance with the requirements of the applicable order; and (iv) comply with applicable functional requirements approved by Manufacturer and the Licensee in any approved deliverables or work products.

6.3 When Licensee requirements are included in an SOW, Manufacturer shall provide all Services and Work Products to comply with identified functional requirements or other expectations listed in the applicable SOW.

6.4 In the event that any Service or Work Product fails to conform to the foregoing warranty in any material respect, Manufacturer will, at its expense, promptly use commercially reasonable efforts to cure or correct such failure. In the event that Manufacturer is unable to cure or correct such failure, Manufacturer shall refund any fees paid for Service or Work Product containing the failure.

7. Implementation Services

7.1 Under the applicable order, Manufacturer shall perform the services identified in the accompanying Statement of Work and Payment Schedule.

7.2 Licensee shall have the ability to interview Manufacturer staff filling roles defined by the SOW as "key personnel." Once assigned, Manufacturer may not remove, except for reasons outside the control of Manufacturer, personnel listed in an applicable SOW as "key personnel" without the approval of the Licensee.

7.3 In performing services, Manufacturer will abide by any applicable Licensee security or human resource policies in effect and communicated to Manufacturer when accessing Licensee systems or facilities.

8. Term and Termination

8.1 The term of each order shall be as specified in the applicable order or Statement of Work.

8.2 Termination of an order:

(a) The Licensee may terminate an order, in whole or in part, at any time, for the Licensee's convenience or upon Manufacturer's material breach, by providing written notice as follows:

(i) Before terminating for convenience, the Licensee must provide Manufacturer 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(ii) Before terminating due to Manufacturer's material breach of its contractual obligations, Licensee must provide Manufacturer prior written notice, specifying the breach and demanding that Manufacturer remedy the breach within thirty (30) days of the notice. If Manufacturer fails to remedy the material breach within this 30-day period, the order will terminate automatically.

(b) If the termination is for the Licensee's convenience, Manufacturer will be paid compensation for services performed to the date of termination.

(c) If the termination is due to Manufacturer's material breach, the Licensee reserves all rights and remedies it may have under law due to such breach.

8.3 In either instance upon termination, Manufacturer will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the Licensee all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Manufacturer in performing the applicable order, whether completed or in process.

8.4 Any gap in payment of the Hosting, Technical Support, and Maintenance fees will terminate the applicable order and all Hosting, Technical Support, and Maintenance benefits will immediately cease.

9. Indemnification

9.1 By Licensee. Licensee will defend, indemnify and hold Manufacturer and their officers, directors, employees and agents harmless from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claims: (i) arising from Licensee's (or any User's or Authorized User's) use of the Services in violation of the applicable order or applicable law; or (ii) alleging that Customer Data or the use thereof in accordance with the applicable order infringes or misappropriates a party's intellectual property or other rights therein.

9.2 By Manufacturer. To the fullest extent permitted by law, Manufacturer will defend, indemnify and hold Licensee and its officers, directors, employees and agents harmless from and against any Losses arising out of a third-party claim (i) that the Software or Services infringe any United States patent or any copyright or misappropriate any trade secret or (ii) arising from Manufacturer's gross negligence or willful misconduct in performance of the Services. The foregoing obligations do not apply (a) with respect to portions or components of the Software or Services not supplied by Manufacturer, made in whole or in part in accordance with Licensee's direction or specifications, modified after delivery by Licensee, or combined with other processes or materials where the alleged infringement relates to such supply, use, modification or combination; (b) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (c) with respect to any use of the Software or Services in violation of the applicable order or applicable law.

9.3 Infringement Claims. If, due to a claim of infringement, the Software or Subscription Services are held by a court of competent jurisdiction to be or are reasonably believed by Manufacturer to be infringing, Manufacturer may, at its option and expense (a) replace or modify the Software or Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Licensee a license to continue using the Software or Services, or (c) if neither of the foregoing is commercially practicable, terminate the applicable order and provide Licensee a refund for any prepaid, unused fees for the Services. The foregoing is Licensee's sole and exclusive remedy with respect to infringement claims.

9.4 Procedure. To be entitled to the benefit of a Party's indemnity obligations under this Section, (i) the other Party must advise the Indemnitor in writing of the existence of the claim promptly upon learning of its assertion; (ii) the Indemnitee must cooperate with the Indemnitor in all reasonable aspects connected with the defense of the claim; and (iii) the Indemnitor must have the sole right to control the defense and/or settlement of all such claims, including selection of counsel.

10. Confidentiality

10.1 The parties agree to hold each other's Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, other than for the legitimate purposes of the applicable order, and not to disclose it to others. For purposes of this section, "Confidential Information" means and will include any information, materials or knowledge that is disclosed by one party or its Affiliates ("Discloser") to the other party or its Affiliates ("Recipient") during the relationship contemplated by the applicable order and concerns Discloser and its business, including business plans, roadmaps, financial condition, products, programming

techniques, suppliers, technology or research and development.

10.2 Recipient agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information and not using or disclosing the Confidential Information to any third party (except as necessary to perform the Services or where required by law or court order).

10.3 Confidential Information will not include any information that: (a) is or becomes publicly known through no fault of Recipient; (b) was rightfully in Recipient's possession at the time of disclosure, without restriction as to use or disclosure; (c) has been rightfully received by Recipient from a third party without restriction as to use or disclosure; (d) was developed by employees or agents of Recipient independently of and without access or reference to any information communicated to Recipient by Discloser; or (e) is subject to any applicable public records laws.

10.4 Nothing in the applicable order shall be construed to override or prevent compliance with applicable public records laws. If a party receives a public records request for information that may be considered confidential under the applicable order, it shall provide notice to the other party (to the extent permitted by law) prior to disclosure.

11. Usage Data

11.1 Notwithstanding anything to the contrary in the applicable order or otherwise, Manufacturer may collect and analyze Usage Data and will be free, during and after the term, to (i) use such information and data to improve and enhance the Services for other development, diagnostic and corrective purposes in connection with the Services and other offerings, and (ii) use and disclose Usage Data pertaining to Licensee in aggregate or other de-identified forms in connection with business. As used herein, "Usage Data" means data and other information, including derivatives thereof, relating to the provision, use and performance of the Services.

12. Service Level Agreement

12.1 System Availability. Manufacturer shall maintain a target system availability of 99.9% for the Production environment, measured on a calendar quarter basis. "Availability" is calculated as: (Total Minutes in Quarter - Unscheduled Downtime Minutes) / Total Minutes in Quarter. Scheduled maintenance windows shall not be counted as downtime, provided Manufacturer gives Licensee at least twenty-four (24) hours' advance notice. Manufacturer will use commercially reasonable efforts to schedule maintenance during non-business hours.

12.2 Severity Classifications and Response Times. Manufacturer shall respond to reported issues in accordance with the following service levels:

Severity	Description	Target Response
1 - Critical	Production system is down or a critical business function is completely unavailable	30 minutes
2 - High	Significant feature or function is impaired; workaround may exist but materially impacts operations	2 hours
3 - Medium	Non-critical function is impaired; reasonable workaround is available	1 business day
4 - Low	General questions, cosmetic issues, or enhancement requests	2 business days

12.3 Service Credits. In the event that three (3) or more Severity 1 issues are not responded to within the target response time within any one calendar quarter, Licensee shall be entitled to a service credit equal to five percent (5%) of the quarterly hosting, support, and maintenance fee, provided that Licensee notifies Manufacturer in writing within twenty (20) business days of the non-conforming response. The same credit shall apply for three (3) or more Severity 2 issues under the same notice requirements.

12.4 Credit Limitations. Service credits shall be Licensee's sole and exclusive remedy for failure to meet the service levels described in this section. Service credits in any calendar quarter shall not exceed ten percent (10%) of the quarterly hosting, support, and maintenance fee. Unused credits may not be carried forward or refunded as cash.

12.5 Exclusions. Service levels shall not apply to: (a) downtime caused by factors outside of Manufacturer's reasonable control, including Force Majeure events, internet access issues, or Licensee's equipment or third-party software; (b) downtime resulting from actions or inactions of Licensee or its users; (c) downtime during scheduled maintenance windows; or (d) outages of the underlying Microsoft Azure platform infrastructure that are outside of Manufacturer's control.

13. Force Majeure

13.1 Manufacturer will be free of liability to the Licensee where Manufacturer is prevented from executing its obligations under the applicable order in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where Manufacturer has taken any and all appropriate action to mitigate such an event.

14. Miscellaneous

14.1 The applicable order can only be modified in writing signed by both Manufacturer and the Licensee.

14.2 Manufacturer shall be considered an independent contractor. Professional services provided by Manufacturer shall be by employees of the Contractor and subject to supervision by Manufacturer, and not as officers, employees, or agents of the Licensee.

14.3 The applicable order does not create or imply any relationship in agency or partnership between Manufacturer and the Licensee.

14.4 Manufacturer and Licensee acknowledge that Manufacturer may offer its goods and services to other governmental agencies at the same or similar pricing and general terms and conditions, subject to applicable laws. Manufacturer and additional agencies may, but are not required to, "piggy-back" on all or a portion of the applicable order, and it is within the sole discretion of Manufacturer to offer and/or accept such additional agreements.

14.5 If any term, covenant, condition or provision of the applicable order is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of the applicable order will in no way be affected, impaired or invalidated as a result.

14.6 The applicable order and the terms and conditions contained therein apply to and are binding upon Manufacturer's successors and assigns.

14.7 Governing law, dispute resolution, venue, and jurisdiction shall be as specified in the applicable order between Reseller (or its prime contractor) and the Public Sector Customer, or as otherwise agreed by the parties in writing.

15. Insurance

15.1 During the course of performing services under the applicable order, Manufacturer agrees to maintain the following levels of insurance:

- (a) Commercial General Liability of at least \$1,000,000
- (b) Professional Liability (inclusive of Cyber Liability) of at least \$2,000,000
- (c) Workers' Compensation complying with applicable statutory requirements

Manufacturer will provide Licensee with copies of certificates of insurance upon request. If requested by Licensee, Manufacturer will add Licensee as an additional insured to Commercial General Liability and Excess/Umbrella Liability policies.

16. Notices

16.1 All notices to the parties under the applicable order are to be provided at the addresses specified in the applicable order, or at such addresses as may be later provided in writing.