

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 8th day of May 2014, by and between the Key West Bight and City Marina at Garrison Bight whose principal address is 201 William St, Key West, FL 33040 and 1801 North Roosevelt Blvd. Key West, FL 33040 (hereinafter, "Client"), and the service provider, eGov Strategies LLC, an Indiana limited liability corporation, with its principal office at One Jackson Square, 233 S. McCrea St., Suite 600, Indianapolis, Indiana 46225 (hereinafter, "eGov").

Whereas, the Client requires professional services in accordance with the scope of services set forth in this Agreement and Appendix A – Scope of Work; and

Whereas, eGov has held itself out to the Client as having the requisite expertise and experience to perform services set forth in this Agreement and Appendix A – Scope of Work.

Now, therefore, in consideration of the mutual promises and covenants herein contained and with the purpose of being legally bound hereby, the client and eGov agree as follows:

1. eGov agrees that it will furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, office space and facilities, testing and analysis and resources required to perform and complete the professional services as set forth in Appendix A – Scope of Work, attached hereto and by this reference made a part hereof. eGov agrees that the performance of work and professional services pursuant to the requirements of this Agreement shall conform to high professional standards and that eGov shall use its best skill and workmanship to provide services and product of the highest quality.
2. The Client agrees to provide eGov with data, materials, reports and such other information as may be available to the Client and reasonably required by eGov to perform hereunder. All documents provided by the Client to eGov shall be returned to the providing party upon request. eGov is authorized by the Client to retain copies of such data and materials at eGov's expense except as otherwise provided in this Agreement.
3. The Client represents that it has read, understands, and agrees to all terms and conditions set forth in Appendix A, Appendix B and Appendix C attached hereto and by this reference made a part thereof.

## 1.0 SOLUTION

### 1.1. *Professional Services.*

eGov shall provide to the Client the services described in Appendix A, including a non-transferable and non-exclusive right and license to use the professional and software services (collectively the "Solution"), subject to the terms and conditions set forth in this Agreement and the Appendices.

### 1.2. *Payment for Services.*

The Client shall pay to eGov the sum of \$17,690 for the services described in Appendix A, as follows: \$8,000 upon execution of this Agreement, and \$9,690 October of 2014 or upon site launch if after October 1<sup>st</sup> 2014 ("the site launch billing date").

### 1.3. *Payment for Yearly Support and Maintenance and License Renewal.*

The Client shall pay to eGov the sum of \$ 2,514 yearly, on the site launch billing date, for maintenance, support, system upgrades, and license renewal as described in Appendix A. The Client's obligation to pay this yearly fee shall terminate pursuant to Section 2.0 below.

### 1.4. *Reimbursable Costs.*

The Client shall reimburse eGov for reimbursable costs incurred in connection with the services rendered. Reimbursable costs attributable to the services specified in Appendix A include:

- a. travel costs, provided that air fare is at the economy rate,
- b. lodging and meals at reasonable rates and amounts,
- c. copying and reproduction charges,
- d. long distance telephone charges, and



- e. delivery charges.

Other costs and expenses may be reimbursable with written approval of the Client. eGov shall provide the Client with receipts and documentation of reimbursable costs upon request.

### **1.5. Invoices.**

Payments due pursuant to Sections 1.2, 1.3, or 1.4 will be billed as specified in each section or on a monthly basis by eGov. Invoices rendered by eGov shall be due and payable thirty (30) days after date of receipt by the Client. If the Client disputes all or any portion of an invoice, the Client will notify eGov within thirty (30) calendar days after receipt of the invoice by the Client, and if no such notification is given, the invoice will be deemed valid. The portion of eGov's invoice which is not in dispute shall be paid in accordance with the terms of this Section 1.5.

### **1.6. Changes in Scope of Professional Services.**

A change in the scope of professional services of eGov shall constitute any change or amendment of services that is different from or additional to the services specified in Appendix A. No such change, including any additional compensation, shall be effective or paid unless authorized in writing. For the purposes of this Agreement and not excluding other commonly accepted definitions of "in writing", "in writing" shall include email or other electronically delivered communications.

### **1.7. Time and Materials Contract.**

This Agreement is a time and materials agreement. eGov has used its best professional judgment to estimate the total cost of this project. However, various factors may affect the estimated cost, including multiple design changes, unexpected volumes of website content, highly specialized design or development requests, or changes in deadlines. eGov will provide notice to the Client in the event a situation arises that may impact the overall cost of the project and will regularly update the Client as to the remaining hours of services available under the original estimate. In the event a situation arises that impacts the estimated amount, eGov will work with the Client to adjust the allotment of service hours or to pursue a change order pursuant to Section 1.6.

## **2.0 TERM AND TERMINATION**

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### **2.1. Term.**

The initial term of this Professional Services Agreement and license hereunder shall be Thirty Six (36) months from the date of execution of this Agreement. The Agreement shall automatically renew for additional twelve (12) month terms unless terminated pursuant to Section 2.2. eGov shall not increase the amount of annual support and maintenance during the initial term of the agreement.

### **2.2. Termination.**

- a. eGov may terminate this Agreement if the Client is in default in payment of any amount due under this Agreement for a period of thirty (30) days.
- b. Either the Client or eGov may terminate this Agreement upon default of the other Party of any term, condition or covenant of this Agreement if such default is not corrected within thirty (30) days after receipt of written notice thereof.
- c. Either the Client or eGov may terminate this Agreement at any time following the initial term upon written notice to the other Party if such notice is received thirty (30) days prior to renewal anniversary date of this Agreement.

### **2.3. Action upon Termination.**

- a. The Client shall deliver to eGov any and all documents, information, flow charts, logic diagrams, source code, test materials or the like related thereto and all copies thereof in whatever form, including partial copies, which may have been provided by eGov or modified by the Client in the provision of services under this Agreement, within thirty (30) days after the termination of this Agreement.
- b. If, at the end of the initial term per Section 2.1, or any additional term, a Party opts not to renew the Agreement, eGov shall deliver to the Client a machine-readable copy of the data entered by the Client or provided to eGov in the provision of services under this Agreement, within sixty (60) days after the termination of the initial term or additional term.



## 3.0 COMPLIANCE

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### 3.1. *Compliance with All Laws and Regulations.*

All professional services performed under this Agreement by eGov shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Indiana and with the Charter, ordinances, and rules and regulations of the Client. eGov hereby attests that the company uses the E-Verify program to determine the employment eligibility of its employees.

### 3.2. *Compliance with Patent, Trademark and Copyright Laws.*

eGov warrants that all professional services performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. eGov shall not utilize any protected patent, trademark or copyright under protection of another party or entity in performance of its professional services unless eGov has obtained proper permission and all releases and other necessary documents.

eGov releases, indemnifies and holds harmless the Client, their officers, agents and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of professional services under this Agreement which infringes upon any patent, trademark or copyright protected by law or in any way resulting from any manner arising from the implementation of this agreement.

## 4.0 OWNERSHIP AND CONFIDENTIALITY

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The Client has selected eGov as its service provider based on its unique professional qualifications, software services capabilities, and business processes. The strength of eGov's qualifications and its competitive advantages are strongly tied to the intellectual property developed by eGov. Therefore, it is fundamental to eGov to protect the confidentiality and ownership of its intellectual property.

### 4.1. *Confidentiality.*

The Client acknowledges that the Solution constitutes a valuable asset and trade secret of eGov and its licensors and the Client further acknowledges that eGov has an exclusive proprietary right and interest in and to the Solution and that any information, documents, flow charts, logic diagrams, source code, test materials, or the like relating in any way to the Solution is eGov's CONFIDENTIAL Trade Secret Information. The Client therefore acknowledges and agrees:

- a. to use the Solution only as provided in this Agreement and only during the term of the license granted by this Agreement. Client further agrees not to provide or otherwise make available any written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to the Solution in any form, to any person other than Client's or eGov's employees or consultants without prior written consent from eGov; and
- b. to take reasonable steps to protect all written materials, flow charts, logic diagrams, source code, test materials, or other information relating to the Solution, in any form, from unauthorized disclosure by its agents, employees or customers. Unauthorized disclosure includes, but is not limited to, providing access to the eGov Manager to any person other than the Client's board members, employees or consultants without prior written consent from eGov.

### 4.2. *Ownership.*

The Client acknowledges and agrees that title to and all rights of ownership, including but not limited to intellectual property rights, in the Solution and all copies of all or any part of it, are and remain with eGov and its respective licensors.

eGov acknowledges and agrees that title to and all rights of ownership in data and information (1) entered using the Solution and (2) provided by the Client for incorporation into the Solution, including, but not limited to, graphics, images, photographs, and original computer code, are and remain with the Client and are of a proprietary and confidential nature.

## 5.0 LIMITATION OF LIABILITY.

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Notwithstanding anything to the contrary in this Agreement and excluding damages that may be recovered due to breach of Section 4.0, eGov agrees to limit the liability of the Client to the amount set forth in Section 1.1.



The Client agrees to limit eGov's liability to the Client and any third party for any damage, including but not limited to the Client's claims of contributions and indemnification related to third party claims, on account of any error, omission or negligence to a sum not to exceed the amount paid by the Client to eGov pursuant to this Agreement. The limitation of liability set forth herein is for any and all matters for which eGov may otherwise have liability to third parties arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for eGov, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which eGov is at fault, or (ii) return to the Client the fees paid by the Client to eGov for the particular service provided that gives rise to the claim, subject to the limitation set forth in this Section 5.0.

The limitations of liability set forth above are fundamental elements of the bases of the bargain between eGov and the Client and eGov would not be able to provide this product on an economic basis without such limitations.

## **6.0 MISCELLANEOUS.**

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### **6.1. *Independent Contractor.***

It is understood and agreed that the status of eGov shall be that of an independent contractor, retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that eGov or its officers, agents or employees are employees or officers of the Client for any purpose whatsoever.

### **6.2. *Non-Discrimination.***

eGov, its agents, employees, officers and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion, or mental or physical disability in any policy or practice.

### **6.3. *No Solicitation of Employees.***

During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ eGov's personnel, without eGov's prior written consent.

### **6.4. *Agreement Made in Indiana and Venue.***

This Agreement shall be governed by the laws of the State of Indiana, and any legal action concerning the provisions hereof shall be brought in the County of Marion, State of Indiana.

### **6.5. *Entire Agreement.***

The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument which is executed by all the Parties with the same formality as this Agreement.

### **6.6. *Headings.***

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

### **6.7. *No Waiver of Rights.***

No assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall be deemed to be or taken to be a waiver of any subsequent breach of such terms and conditions.

### **6.8. *Severability.***

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

### **6.9. *Survival.***

Sections 1.5, 4.0, and 5.0 survive the expiration or termination of this Agreement for any reason.

### **6.10. *Assignment.***

The parties agree not to assign, pledge or transfer their duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the other party.



**6.11. Inurement.**

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**6.12. No Third Party Beneficiaries.**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to eGov and the Client. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that subcontractors and any other persons other than the Parties receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**6.13. Cooperation.**

The Client will cooperate with eGov in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. The Client agrees that eGov’s performance is dependent on the Client’s timely and effective cooperation with eGov. Accordingly, the Client acknowledges that any delay by the Client may result in eGov being released from an obligation or scheduled deadline or in the Client having to pay extra fees for eGov’s agreement to meet a specific obligation or deadline despite the delay.

**6.14. Disputes.**

eGov and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party’s organization for resolution. Failing resolution of conflicts at the organizational level, eGov and Client agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless eGov and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

**6.15. Force Majeure.**

eGov shall not be responsible for delays or failures (including any delay by eGov to make progress in the prosecution of any services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

**6.16. Business Hours.**

eGov’s regular business hours shall be 8:00 AM to 4:30 PM ET, Monday through Friday, excluding holidays.

**6.17. Notice.**

Any notice or communication between the parties which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

Client  
Key West Bight Marina  
201 William St  
Key West, FL 33040

**eGov**  
eGov Strategies LLC  
233 S McCreca St., Ste 600  
Indianapolis, IN 46225  
Attention: C. D. James, CEO



## 7.0 SIGNATURES

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Executed on the day and year first above written:

**For Key West Bight Marina**

**For eGov Strategies LLC**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Sign

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Print

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Print

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Title

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Title

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Date

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Date





**APPENDIX A. SCOPE OF WORK**

<b>CUSTOMER NAME:</b>	<b>Key West Bight Marina</b>	<b>Traditional Pricing</b>	
PROJECT TYPE:	<b>CMS &amp; Design</b>	STARTUP: <b>\$17,690</b>	
CLIENT TYPE:	<b>Existing Client</b>	YEARS 2 - 3: <b>\$2,514</b>	
<b>CMS MODULES: YES</b>	<b>SCOPE STATUS</b>	<b>OPTIONAL MODULES:</b>	<b>SCOPE STATUS</b>
Web Page Management	INCLUDED	Mobile Website Templates	INCLUDED
Government Structure Management	INCLUDED	Payment Center Setup	INCLUDED
Documents, News, Events & Images	INCLUDED		
Services, FAQs, How Do I? & Site Search	INCLUDED		
Basic Online Forms (Action Center)	INCLUDED		
User & Staff Directory Administration	INCLUDED		
Geo-Coded Locations & Facilities	INCLUDED		
<b>WEBSITE DESIGN:</b>	eGov "Basic"		
RESPONSIVE:	INCLUDED		
	<b>HOURS</b>		
Website Design	58		
Website Configuration	15		
Planning & Content JumpStart	25		
Training & Website Launch	4		
<b>Total Consulting Hours:</b>	<b>102</b>		



## APPENDIX B. EGOV TERMS OF SERVICE

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This agreement governs the use of our Services.

By accepting this agreement, either by clicking a box indicating your acceptance or by executing a separate agreement that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

You may not access the Services if You are eGov's direct competitor, except with eGov's prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and eGov as of the earlier date of You accepting this Agreement or the Master Agreement which incorporates this Agreement by reference.

### 1.0 DEFINITIONS

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"Beta Services" means eGov's services that are not generally available to customers.

"Content" means information obtained by eGov from eGov's content licensors or publicly available sources and provided to You pursuant to a Master Agreement, as more fully described in the Documentation.

"Documentation" means eGov's online user guides, documentation, and help and training materials, as updated from time to time, accessible via through the applicable Service.

"eGov" means eGov Strategies LLC, located at 233 S McCrea St, Ste 600, Indianapolis, IN 46225, United States.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Master Agreement" means an agreement specifying the Services to be provided hereunder that is entered into between You and eGov, including any addenda and supplements thereto and that references this Terms of Service agreement. In the event of a conflict in terms between the Terms of Service and the Master Agreement, the Master Agreement terms govern.

"Purchased Services" means Services that You purchase under the Master Agreement.

"Services" means the products and services that are ordered by You under the Master Agreement and made available online by eGov, including associated offline components, as described in the Documentation. Services exclude Content and Non-eGov Applications.

"Usage Limits" shall be unlimited access by your staff and your customers up to 1 gigabit in monthly bandwidth usage and 1 gigabyte in hard drive usage, unless otherwise specified in the Master Agreement.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or eGov at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with whom You transact business.

"You" or "Your" means the legal entity for which you are accepting this Agreement.

"Your Data" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-eGov Applications.



## 2.0 OUR RESPONSIBILITIES

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### 2.1. *Provision of Purchased Services*

eGov will (a) make the Services and Content available to pursuant to the Master Agreement, (b) provide eGov's standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which eGov shall give at least 8 hours electronic notice and which eGov shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond eGov's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving eGov's employees), Internet service provider failure or delay, Non-eGov Application, or denial of service attack.

### 2.2. *Protection of Your Data*

eGov will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by eGov's personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with 7.3 Compelled Disclosure, or (c) as You expressly permit in writing.

### 2.3. *eGov's Personnel*

eGov will be responsible for the performance of eGov's personnel (including eGov's employees and contractors) and their compliance with eGov's obligations under this Agreement, except as otherwise specified herein.

### 2.4. *Beta Services*

From time to time, eGov may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. eGov may discontinue Beta Services at any time in eGov's sole discretion and may never make them generally available. eGov will have no liability for any harm or damage arising out of or in connection with a Beta Service.

## 3.0 USE OF SERVICES AND CONTENT

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### 3.1. *Subscriptions*

Unless otherwise provided in the Master Agreement, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

### 3.2. *Usage Limits*

Services and Content are subject to usage limits, including, for example, the quantities specified in the Master Agreement. Unless otherwise specified, (a) a quantity in a Master Agreement refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service or Content. If You exceed a contractual usage limit, eGov may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding eGov's efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute a Master Agreement or an addendum thereto for additional quantities of the applicable Services or Content promptly upon eGov's request.

### 3.3. *Your Responsibilities*

You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify eGov promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-eGov Applications with which You use Services or Content.



### **3.4. Usage Restrictions**

You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in a Master Agreement or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

### **3.5. Removal of Content and Non-eGov Applications**

If eGov is required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, eGov may so notify You and in such event You will promptly remove such Content from Your systems. If eGov receives information that a Non-eGov Application hosted on a Service by You may violate eGov's terms of use or applicable law or third-party rights, eGov may so notify You and in such event You will promptly disable such Non-eGov Application or modify the Non-eGov Application to resolve the potential violation. If You do not take required action in accordance with the above, eGov may disable the applicable Content, Service and/or Non-eGov Application until the potential violation is resolved.

## **4.0 NON-EGOV PROVIDERS**

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### **4.1. Acquisition of Non-eGov Products and Services**

eGov, You, or third parties may make available third-party products or services, including, for example, Non-eGov Applications and implementation and other consulting services. Any acquisition by You of such non-eGov products or services, and any exchange of data between You and any non-eGov provider, is solely between You and the applicable non-eGov provider. eGov does not warrant or support Non-eGov Applications or other non-eGov products or services, whether or not they are designated by eGov as "certified" or otherwise, except as specified in a Master Agreement.

### **4.2. Non-eGov Applications and Your Data**

If You install or enable a Non-eGov Application for use with a Service, You grant eGov permission to allow the provider of that Non-eGov Application to access Your Data as required for the interoperation of that Non-eGov Application with the Service. eGov is not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-eGov Application.

### **4.3. Integration with Non-eGov Applications**

The Services may contain features designed to interoperate with Non-eGov Applications. To use such features, You may be required to obtain access to Non-eGov Applications from their providers, and may be required to grant eGov access to Your account(s) on the Non-eGov Applications. If the provider of a Non-eGov Application ceases to make the Non-eGov Application available for interoperation with the corresponding Service features on reasonable terms, eGov may cease providing those Service features without entitling You to any refund, credit, or other compensation.

## **5.0 FEES AND PAYMENT FOR PURCHASED SERVICES**

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### **5.1. Fees**

You will pay all fees at the times specified in the Master Agreement.

### **5.2. Suspension of Service and Acceleration**

If any amount owing by You under this or any other agreement for eGov's services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized eGov to charge to Your credit card), eGov may, without limiting eGov's other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend eGov's services to You until such amounts are paid in full. eGov will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 12.2 Manner of Giving Notice, before suspending services to You.



### **5.3. Payment Disputes & Taxes**

Payment Disputes and Taxes shall be governed by the Master Agreement

### **5.4. Future Functionality**

You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by eGov regarding future functionality or features.

## **6.0 PROPRIETARY RIGHTS AND LICENSES**

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### **6.1. Reservation of Rights**

Subject to the limited rights expressly granted hereunder, eGov and eGov's licensors reserve all of their rights, titles and interests in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

### **6.2. License by eGov to Use Content**

eGov grants to You a worldwide, limited-term license, under eGov's applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Master Agreements, subject to those Master Agreements, this Agreement and the Documentation.

### **6.3. License by You to Host Your Data and Applications**

You grant eGov a worldwide, limited term license to host, copy, transmit and display Your Data, and any Non-eGov Applications and program code created by or for You using a Service, as necessary for eGov to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, eGov acquires no right, title or interest from You or Your licensors under this Agreement in or to Your Data of any Non-eGov Application or program code.

### **6.4. License by You to Use Feedback**

You grant to eGov and eGov's Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

### **6.5. Federal Government End Use Provisions**

eGov provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.212 (Software) and FAR 12.211 (Technical Data) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data –Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with eGov to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

## **7.0 CONFIDENTIALITY**

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### **7.1. Definition of Confidential Information**

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; eGov's Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Master Agreements (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

### **7.2. Protection of Confidential Information**

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like



kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Master Agreement to any third party other than those required by federal, state, or local laws.

### **7.3. Compelled Disclosure**

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8.0 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

### **8.1. Representations**

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

### **8.2. eGov's Warranties**

eGov warrants that (a) this Agreement, the Master Agreement(s), Addenda, and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) eGov will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) subject to Section 4.3 Integration with Non-eGov Applications, eGov will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems.

### **8.3. Disclaimers**

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content and beta services are provided "as is," exclusive of any warranty whatsoever. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

### **8.4. Indemnification by eGov**

eGov will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give eGov written notice of the Claim Against You, (b) give eGov sole control of the defense and settlement of the Claim Against You (except that eGov may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give eGov all reasonable assistance, at eGov's expense. If eGov receives information about an infringement or misappropriation claim related to a Service, eGov may in eGov's discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching eGov's warranties under Section 8.2 eGov's Warranties, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-eGov Application or Your breach of this Agreement.

### **8.5. Indemnification by You**

You will defend eGov against any claim, demand, suit or proceeding made or brought against eGov by a third party alleging that Your Data, or Your use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against eGov"), and will indemnify eGov from any damages, attorney fees and costs finally awarded against eGov as a result of, or for any amounts paid by eGov under a court-approved settlement of, a Claim Against eGov, provided eGov (a) promptly gives You written notice of the Claim Against eGov, (b) gives You sole control of the defense and settlement of the Claim Against eGov (except that You may not settle any Claim Against eGov unless it unconditionally releases eGov of all liability), and



(c) gives You all reasonable assistance, at Your expense.

### **8.6. Exclusive Remedy**

This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

## **9.0 LIMITATION OF LIABILITY**

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### **9.1. Limitation of Liability**

Neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the amount paid by customer hereunder in the 12 months preceding the incident, provided that in no event will either party's aggregate liability arising out of or related to this agreement exceed the total amount paid by customer hereunder. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability. However, the above limitations will not limit customer's payment obligations under section 5 fees and payment for purchased services.

### **9.2. Exclusion of Consequential and Related Damages**

In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

## **10.0 TERM AND TERMINATION**

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### **10.1. Term of Agreement**

This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

### **10.2. Term of Purchased Subscriptions**

The term of each subscription shall be as specified in the applicable Master Agreement. Except as otherwise specified in a Master Agreement, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless eGov has given You written notice of a pricing increase at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 7% of the pricing for the applicable Purchased Service or Content in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Master Agreement as promotional or one-time.

### **10.3. Termination**

Unless otherwise indicated in the Master Agreement, a party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

### **10.4. Refund or Payment upon Termination**

If this Agreement is terminated by You in accordance with Section 11.3 Termination, eGov will refund You any prepaid fees covering the remainder of the term of all Master Agreements after the effective date of termination. If this Agreement is terminated by eGov in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Master Agreements. In no event will termination relieve You of Your obligation to pay any fees payable to eGov for the period prior to the effective date of termination.

### **10.5. Your Data Portability and Deletion**

Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, eGov will make the Your Data available to You for export or download as provided in the Documentation. After that 30-day period, eGov will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in eGov's systems or otherwise in eGov's possession or control as provided in the Documentation, unless legally prohibited.



## 10.6. *Surviving Provisions*

Sections 5 FEES AND PAYMENT FOR PURCHASED SERVICES, 6 PROPRIETARY RIGHTS AND LICENSES, 7 CONFIDENTIALITY, 8.3 Disclaimers, 9 MUTUAL INDEMNIFICATION, 10 (Limitation of Liability), 11.4 Refund or Payment upon Termination, 11.5 Your Data Portability and Deletion, 12 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION, and 13 GENERAL PROVISIONS will survive any termination or expiration of this Agreement.

## 11.0 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

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### 11.1. *General*

Who You are contracting with is eGov Strategies LLC.

### 11.2. *Manner of Giving Notice*

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

### 11.3. *Agreement to Governing Law and Jurisdiction*

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

## 12.0 GENERAL PROVISIONS

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### 12.1. *Export Compliance*

The Services, Content, other technology eGov makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

### 12.2. *Anti-Corruption*

You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of eGov's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify eGov's Legal Department.

### 12.3. *Entire Agreement and Order of Precedence*

This Agreement is the entire agreement between You and eGov regarding Your use of Services and Content 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 will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Master Agreements) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Master Agreement, (2) this Agreement, and (3) the Documentation.

### 12.4. *Assignment*

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Master Agreements), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, eGov will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.



### **12.5. Relationship of the Parties**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

### **12.6. Third-Party Beneficiaries**

eGov's Content licensors shall have the benefit of eGov's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

### **12.7. Waiver**

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

### **12.8. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

### **12.9. Attorney Fees**

You will pay on demand all of eGov's reasonable attorney fees and other costs incurred by eGov to collect any fees or charges due eGov under this Agreement.



## APPENDIX C. SERVICE LEVEL AGREEMENT

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It is the goal of eGov Strategies LLC (“eGov”) to help make your internet initiative a success and for you to have a positive experience each time you use the eGov Manager. While we would prefer to dedicate an unlimited amount of resources to meet each and every one of your needs and to guarantee that there will never be a service availability issue, this is unfortunately not possible. Alternatively, we have established policies and procedures to provide an expectation of the service level you will receive from eGov. These policies and procedures are a product of our experience and feedback from our other clients.

This Service Level Agreement (“SLA”) addresses how eGov can assist you in terms of support, maintenance, enhancements, hosting, and issue resolution. eGov will provide software support services for products listed in this Agreement and any software subsequently added pursuant to addendum to the Software License Agreement.

### 1.0 BASIC SUPPORT SERVICES COVERED

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#### 1.1. Telephone Support

Requests for software support should be directed to eGov by telephone at (877) 634-3468. We will work with you to categorize the reported problems or questions by severity. You can also communicate support issues via a client support e-mail address as assigned by eGov.

Requests will be categorized as problems or enhancements by eGov. Those requests that are determined to be enhancements will be addressed using the process described in the Enhancement Requests section. Those requests that are determined to be problems will be addressed according to the following process.

- Those problems that need to be referred to the applicable software vendor(s) for prioritization and scheduling will be communicated to you.
- Those problems that are determined to be associated with the eGov Manager Software Suite will be prioritized by eGov according to the severity of the problem, complexity of the modification, and estimate of effort to completion. The problem will be addressed according to the schedule identified in the Client Support Guidelines Section of the SLA.
- The status of open problems will be communicated to the primary client contact on a weekly basis by telephone, e-mail, or our case reporting system.
- You may designate up to three authorized callers with unlimited telephone call support. This is the maximum number of allowed callers without additional charge.

#### 1.2. Enhancement Requests

Software support requests that are determined to be enhancements to the functionality of the eGov Manager will be addressed according to the following process.

- The requested enhancement will be estimated by eGov. This may involve coordination with third party vendors whose software is used in conjunction with the eGov Manager.
- The estimate and costs will be presented to you for approval. The costs associated with enhancement requests will be based on eGov’s then current time and material costs.
- Once approved, the requested enhancement will be scheduled and a project plan will be developed and executed to implement the enhancement.
- Alternatively, eGov will add the enhancement request to the development queue for prioritization with other requests.

#### 1.3. Software Revisions

Periodically, patches for problems or general updates to the eGov Manager will be released. These updates/patches will be provided at no charge. In the case of third party software, the updates/patches will be provided according to the policies of the third party, but are typically built in to your Annual Maintenance and Support fee for hosted clients.



#### 1.4. Hours of Coverage

Telephone support is available twenty-four hours a day, seven days a week by dialing (877) 634-3468. For times before 8am ET and after 5pm ET, your call will be routed to one of our on-call staff.

#### 1.5. Requests for Hourly Support

Software support services provided by eGov at your request that are in addition to the services detailed in the SLA will be deemed hourly service and invoiced in accordance with eGov's then current rate.

Requests for on-site support or for self-hosted clients as it relates to problem identification, resolution, re-installation or upgrade support is considered to be outside the scope of the SLA. In those cases where on-site or self-hosted server support is required and requested, the Client will be billed in accordance with eGov's then current rate.

## 2.0 WORK NOT COVERED

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The following items are outside the scope of the basic software support services and are billable at the then current hourly rate for time and materials. Minimum service call rates apply in accordance with eGov's then current charges, terms and conditions. The hourly rate is calculated on a portal-to-portal basis.

- All time associated with a service call that is the result of Client negligence or that was Client induced;
- Any time spent at Client site to observe and/or stand by at the request of the Client;
- All time associated with requested design changes or template changes;
- All time associated with a trouble call caused by self-hosted equipment (hardware, telephone, AC power problems, etc.);
- All time associated with problems caused by third party software packages not provided with the eGov Manager software suite;
- On-site software installation support; and
- On-site software upgrade support.

## 3.0 CUSTOM SOFTWARE SUPPORT SERVICES

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Support for custom developed systems will require eGov to maintain, to the greatest extent possible, a duplicate system to include software, custom software and system specific hardware devices at eGov. This will ensure that identified problems can be readily duplicated and diagnosed.

A Custom Code Maintenance Agreement is available for any custom application development and/or user-specific code developed by eGov or our software vendor(s), which is unique to your implementation. Such a maintenance agreement will cover compatibility of the custom code with generally available software upgrades and/or patch or maintenance releases. It will not cover modifications or enhancements to the custom code.

Alternatively, support for all custom developed software can be performed on a Time and Materials basis in accordance with eGov's then current charges.

## 4.0 CLIENT RESPONSIBILITIES

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It is your responsibility to designate a systems support coordinator to be the primary interface with eGov and your end user community for the purpose of problem identification, call tracking and resolution.

In the event of a problem, you will assist eGov in identifying the steps to recreate the issue and will provide any other relevant information



needed to identify the problem.

Self-hosted clients will ensure that regular backups of software and data are performed and are solely responsible for the security of your own network, hardware, and related software.

## 5.0 EGOV HOSTING

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eGov will ensure the availability of your website and the eGov Manager Software Suite. Our hosting services guarantee includes:

- 99% uptime, excluding maintenance windows or scheduled downtime for upgrades;
- Management of the firewall protecting your website;
- Maintenance of the server hardware for your website;
- 24/7 monitoring of your site and server hardware;
- Daily incremental and weekly full backups of your site and associated data.

Our regular maintenance windows are from 10pm ET on Friday evenings through 2am ET on Saturday mornings. In the event emergency maintenance is required (such as apply operating system security patches), we will do our best to provide you with at least one hour's notice prior to any interruption of service.

Our hosting services guarantee does not extend to downtime as a result of circumstances beyond the reasonable control of eGov, including but not limited to, war or hostilities; riot or civil commotion; epidemic; earthquake flood or other natural disaster; negligence or intentional misconduct by a party other than eGov.

## 6.0 SOFTWARE PRODUCT RELEASES PATCHES/UPDATES

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Release patches/updates for the eGov Manager Software Suite are included in your annual maintenance and support fee. Patches/Updates are issued to correct specific software errors or to provide a workaround utility until a permanent solution can be implemented.

### 6.1. *Maintenance Releases*

Maintenance releases for the eGov Manager Software Suite are included in your annual maintenance and support fee. Maintenance releases do not contain any new features. Functionally, it is the same product as its last release, plus all bug fixes and patches that have been developed since that last major, minor or maintenance release.

### 6.2. *Minor Releases*

A minor release contains new features or capabilities that do not change the software product's basic architecture or data base organization. Minor releases for the eGov Manager Software Suite are included in your annual maintenance and support fee.

### 6.3. *Major Releases*

A major release contains one or more significant new features or capabilities. Usually current software architecture and data base schema are affected. This is included for the eGov Manager Software Suite, but may or may not be included for third party software. For eGov-hosted clients, the latter is usually included in your maintenance and support fee. For self-hosted clients, such upgrades are not typically included.

## 7.0 DESCRIPTION OF SUPPORT LEVELS

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### 7.1. *Level 1 Support*

Level 1 support will be provided by eGov through our general support professionals. Level 1 support will constitute our initial contact with you regarding a particular issue.

Typical problems Level 1 service may encounter include:



- Basic software setup
- Basic usage of the product
- General software upgrade issues
- End-user support for training issues, etc.

Level 1 will escalate to Level 2 if the problem is either not readily solvable, solvable within prescribed guidelines or is rated a Severity 1 or 2 problem. Upon escalation, the call will be assigned to Level 2.

### 7.2. Level 2 Support

Level 2 support will be provided by eGov. Problems Level 2 may encompass include those beyond basic setup and usage issues. These may be bugs that eGov or eGov’s software vendor(s) are or are not aware of and may need programming involvement and/or code changes to resolve. These problems may also be complex software upgrade issues, or client application issues, or core product issues that need to be researched, duplicated and tested in a support lab environment. If the problem is beyond known fixes, requires new software or drivers, or is not solved within prescribed guidelines, the call will be escalated to the next support level.

Level 3 support will be responsible for providing the solution and feedback to Level 2 support, who will continue to track the problem resolution and provide feedback to the Client and, in turn, the Customer.

### 7.3. Level 3 Support

Level 3 support is provided by eGov or its software vendor(s). This will be the first level of support from eGov software vendor(s). The types of problems that are escalated to the software vendor support are problems, or bugs with one of the core software vendor products. Level 3 support will verify that the problem exists and can be duplicated in the support lab and determine if the root of the problem is with the core product or with the end-user application.

If the problem is determined to be with the application the software vendor(s) will inform eGov support staff and resolution responsibility will be returned to Level 2.

If the problem is determined to be in the core product, and a software patch/update is available that resolves the issue, the software vendor(s) will provide the patch for download by eGov. If a patch is not available, the software vendor will escalate the problem to their engineering department. They will maintain direct communication with eGov concerning resolution status. Client contact will remain with eGov,

### 7.4. Engineering Support

eGov’s or the software vendor(s) engineering department will provide the highest level of support required to solve the problem. They will be responsible for providing the appropriate solution within prescribed guidelines, issuing appropriate fixes or patches and the overall revision control and maintenance process of released software.

If the problem is a Severity 1 issue (the system is down) a patch or software update will be developed as required by Engineering. Once the patch has been developed it will be tested and posted.

If the problem is not associated with a down system, the engineering department will provide a timeline for providing a software fix. The fix will be scheduled as a patch included in the next maintenance release, or included in the next minor or major release. eGov will provide feedback and resolution status to eGov and will be responsible for maintaining contact with the you.

### 7.5. Client Support Guidelines

Level 1 ..... Standard: 8 Hours (Optional Response Times Available)

Level 2 ..... Standard: 8 Hours (Optional Response Times Available)

Level 3 ..... Depends on Severity

Severity 1 (Critical): Estimated resolution date provided in 4 hours

Severity 2 (High): Estimated resolution date provided in 6 hours

Severity 3 (Medium): Estimated resolution date provided in 2 days

Severity 4 (Low): Estimated resolution date provided in 5 days

