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## *Order Form*



[www.reciteme.com](http://www.reciteme.com)

# Recite Me Order Form

This document outlines the commercial agreement between

Recite Me NA LLC (The Supplier)

and

Town of Apex (The Client)

For Recite Me to provide web accessibility tools for a period as defined below on the url(s) listed.

## Client Address:

73 Hunter Street P.O. Box 250 Apex, NC 27502

## Authorized URL(s)

Please list all the URL's you intent to deploy the Recite Me software on as part of this agreement.

### URL (s)

- 1. apexnc.org
- 2. anc.apm.activecommunities.com/apexparksrecculres/home
- 3. apexnc.csod.com/ux/ats/careersite/1/home?c=apexnc
- 4. apexhousingdata.org (complimentary)
- 5. Internal Employee Landing Page (compliementary)

### Period of Contract

2 Years (5% discount)

### Price

\$15,570.50 (\$7,785.25/year)

3 Years (10% discount)

\$22,126.50 (\$7,375.50/year)

Please check box of preferred option.

Recite Me Terms and Conditions within this agreement apply. All prices quoted in US Dollars.

Quotes Valid for 60 days from date of quotation.

*This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.*

## Signatures

### The Supplier

Contact Name: Matthew Cox  
Title: Country Manager  
Email: matt.cox@reciteme.com  
Telephone: 571 946 4068  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### The Client

Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

*Antwan Morrison, Finance Director*

## 1 Description Of The Services Contracted

1. The Supplier will provide Recite Me web accessibility software ("the Web Accessibility Software") for the Client's website for the duration of the agreement. Recite Me is supplied on a software as a service ("SaaS") basis.
2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.
3. The Supplier will provide technical support as required.

## 2 Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.
2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier's sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.
3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

## 3 Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

## 4 Breach Of Contract

1. The Supplier will endeavour to rectify a breach of contract within 1 month.
2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

## 5 Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

**Please refer to page 2**

Payments must be made within 30 days of the date of the invoice.

## 6 Supplier Contact

The designated person/department of the Client who is to supervise the Supplier's work will be provided by the Client.

## 7 Term and Termination

This Agreement may be renewed for succeeding Renewal Terms equal to the initial term by a writing signed by both parties. Otherwise, the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or succeeding Renewal Term respectively.

The contract can be terminated without notice subject to:

1. Receivership, administration or liquidation of either party
2. Breach of any term of the agreement that is not remedied within one month by either party

## 8 Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.
2. For the purposes of this clause if the parties agree that confidential information shall not include:
  - Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient;
  - Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement;
  - Information at any time received from a third party not apparently bound (after enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure; and
  - "Public Records" as defined by Chapter 132 of the North Carolina General Statutes.
  - The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or after termination of this agreement.
  - This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

## 9 Documentation

Service of documents between the parties may be by email or normal post.

## 10 Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed \$5,000.

## 11 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of North Carolina.

## 12 E-Verify

The Supplier shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

Supplier shall require all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

## 13 Anti-Human Trafficking

The Supplier warrants and agrees that no labor supplied by the Supplier or its subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

## 14 Nondiscrimination

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Supplier hereby warrants and agrees that Supplier will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement.

For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

## 15 Nonappropriation

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Client are from appropriations and monies from the Town Council and any other governmental entities.

In the event sufficient appropriations or monies are not made available to the Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Client.

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.\*
2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.\*
3. The Supplier undertakes that the Software is backed-up at least once every 24 hours and secured in accordance with good industry practice.
4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.
5. The Supplier will ensure that:
  - All planned maintenance will be undertaken outside of the normal working hours referred to above.
  - All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.
  - Notice of emergency maintenance will be given as soon as is practicable.

\*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.



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**w: [www.reciteme.com](http://www.reciteme.com)**

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*Believing in Accessibility for All*