

**Computer Software and  
Conversion Services Proposal**  
**Town of Cortland**  
**Prepared by Civic Systems, LLC**



**civicsystems**  
strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Civic Systems, LLC  
4807 Innovate Ln  
P.O. Box 7398  
Madison, WI 53707-7398  
Phone: 888.241.1517  
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March 10, 2023

# Software Purchase Agreement

Civic Systems, LLC  
4807 Innovate Ln  
P.O. Box 7398  
Madison, WI 53707-7398

Town of Cortland  
59 S Somonauk Road  
Cortland, IL 60112

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Payment is due upon execution of the contract unless other payment terms are negotiated.** The information provided in this proposal is valid for 90 days.

## INVESTMENT SUMMARY

Connect License Fees (6 Concurrent Users)	\$ 45,300
Less Connect Upgrade Discount (Honored 2020)	(31,710)
Conversion/Setup	0
Training	0
<b>TOTAL INVESTMENT</b>	<b>\$ 13,590</b>

**SOFTWARE FOR LIFE:** Software for Life provides the assurance that the Town will never have to purchase another upgrade at any point in the future. As a result, the Town will always be on the latest version of the software.

\*Travel costs are not included.

## SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance and understanding of the Computer Software and Services Contract, Attachment A – Caselle Software Distribution Agreement, and Attachment B – Civic Support Agreement.

### TOWN OF CORTLAND, IL

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CIVIC SYSTEMS, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Selected Modules Detailed Costs

### LICENSE FEES (6 CONCURRENT USERS)

Connect Upgrade Modules	License Fee	Conversion	Training Cost	Total Investment
<b>Based on 6 Concurrent User Licenses</b>	\$ 0	\$ 0	\$ NA	\$ 0
<b>Accounts Payable</b>	5,500	Included	NA	<b>5,500</b>
miExcel AP	Grandfathered	Included	NA	Grandfathered
<b>Building Permits</b>	8,000	Included	NA	<b>8,000</b>
<b>Cash Receipting</b>	4,500	Included	NA	<b>4,500</b>
CR Web Services	Grandfathered	Included	NA	Grandfathered
<b>General Ledger</b>	5,500	Included	NA	<b>5,500</b>
Activity Reporting	Included	Included	NA	<b>Included</b>
Bank Rec	Included	Included	NA	<b>Included</b>
Budgeting	Included	Included	NA	<b>Included</b>
miExcel GL	Grandfathered	Included	NA	Grandfathered
<b>miViewPoint</b>	FREE	Included	NA	<b>FREE</b>
<b>Payroll</b>	10,900	Included	NA	<b>10,900</b>
Direct Deposit	Included	Included	NA	<b>Included</b>
Electronic Submittals	Included	Included	NA	<b>Included</b>
miExcel PR	Grandfathered	Included	NA	Grandfathered
miPay Online (New) (Employee Portal)	Grandfathered	Included	NA	Grandfathered
miTime (Electronic Timesheets)	Grandfathered	Included	NA	Grandfathered
<b>Utility Billing</b>	10,900	Included	NA	<b>10,900</b>
Community Portal with Web Services	Grandfathered	Included	NA	Grandfathered
Electronic Read Interface	Included	Included	NA	<b>Included</b>
Service Orders	Included	Included	NA	<b>Included</b>
<b>Less: Connect Upgrade Discount</b>	<b>(31,710)</b>	<b>==</b>	<b>==</b>	<b>(31,710)</b>
<b>TOTALS COSTS</b>	<b><u>13,590</u></b>	<b>==</b>	<b>==</b>	<b><u>13,590</u></b>



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## Optional Module Detailed Costs

**OPTIONAL MODULES** (THE BELOW MODULES ARE NOT INCLUDED IN THE PROPOSAL. IF YOU WOULD LIKE TO ADD ANY OF THEM, PLEASE LET ME KNOW.)

Selected Product Descriptions	License Fee 6 Concurrent	One-Time conversion/setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
<b>Concurrent Users Above 6 (each)</b>	\$ 2,000	\$ 0	\$ 0	<b>\$ 2,000</b>	\$ 500
<b>miViewPoint Add Ons</b>					
miAP Workflow	4,500	1,200	600	<b>6,300</b>	900
miBudget	3,000	300	300	<b>3,600</b>	750
<b>Utility Billing Add Ons</b>					
Mobile SO	1,500	300	300	<b>2,100</b>	600
<b>Hosted (6 Cloud Named Users)</b>		1,500	--	<b>1,500</b>	6,720
Each Named User after 6	--	--	--	--	720

\*Above amounts do not include travel expenses

## HARDWARE REQUIREMENTS

### Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2012, 2012 R2, 2016 Server (64-bit) or 2019 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher   Minimum 16 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   Separate physical hard drive for SQL log file 8-15 K SAS HDD preferred   Color SVGA .28 Monitor   1 GB Ethernet Network Card   1 GB Ethernet Switch   DVDRW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none"> <li>• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).</li> <li>• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.</li> </ul>
Database Software	Microsoft® SQL Server 2012 (64-bit), 2014 (64-bit) or 2016 (64-bit), or 2019 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher)   8 GB of available RAM   30 GB available disk space for Caselle Connect applications (180 MB) and data   LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVDRW Drive
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers   Star TSP100   Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	DSL, ISDN, or T1  Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Certified
Web Services	IIS 7 (Windows Server 2008, 2012)
miViewPoint <small>Only needed if miViewPoint is being installed.</small>	IIS 7 or later   30 GB of available disk space for miViewPoint on the IIS and SQL Servers   Modern Web Browser on any PC using miViewPoint (IE11 or greater, up to date Chrome, or up to date Firefox) If miViewPoint is made internet available a modern mobile browser is required.

# Attachment A – Caselle Software License Agreement

**Caselle**  
**1656 S East Bay Blvd, Ste 100**  
**Provo, UT 84606**  
**CASELLE, INC.**  
**SOFTWARE LICENSE AGREEMENT**

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

## 1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

## 2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

## 3. LICENSE

### **You may:**

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

### **You may not:**

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

## 4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

# Attachment A – Caselle Software License Agreement

## 5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

## 6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

## 7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

## 8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and You hereby consent to the jurisdiction of State and Federal courts in Wisconsin. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

# Attachment B – Support Agreement

## CIVIC SUPPORT AGREEMENT

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This Support Agreement is made by and between the TOWN OF CORTLAND (client), 59 S Somonauk Road, Cortland, IL 60112, and CIVIC SYSTEMS, LLC (Civic), 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the TOWN OF CORTLAND, IL.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

#### 2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the effective date. The effective date is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

#### 3. CHARGES

Civic will invoice client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to client not less than thirty (30) days before the anniversary of the effective date.

#### 4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 8 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

#### 5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600  
Toll-Free: 800 241 1517  
Fax: 608 249 1050  
E-mail: [support@civicsystems.com](mailto:support@civicsystems.com)  
Website: <http://www.civicsystems.com>

## Attachment B – Support Agreement

### 6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

### 7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of client. A consent to assign shall be subject to such conditions and provisions as client may deem necessary, accomplished by execution of a form signed by client, Civic, and the assignee.

### 8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

### 9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

### 10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

### 11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

## Attachment B – Support Agreement

### 11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to client either procure for client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to client all fees, costs, and charges paid by client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If client does not notify Civic of a breach of Civic's warranty during that 30-day period, client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

## Attachment B – Support Agreement

### 12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the license fees, services, and support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

### 13. DEFAULT

In the event of payment default by client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

### 14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

## Attachment B – Support Agreement

### 15. NOTIFICATION

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received, or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- C. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth below or
- D. Upon delivery by client of the notice to an authorized Civic representative while at client site.

The addresses of the parties to this Agreement are as follows:

Civic Systems, LLC  
4807 Innovate Ln  
P.O. Box 7398  
Madison, WI 53707-7398

Town of Cortland  
59 S Somonauk Road  
Cortland, IL 60112

### 16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

### 17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to client.
- C. Software Upgrades – Civic shall provide client with upgrades to the current platform when available. Civic shall provide client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

### 18. MISCELLANEOUS

This Support Agreement covers those services rendered for pre and post "go-live".