



**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**

Q-22702-1

**Date:**

2/17/2022 4:48 PM

**Expires On:**

3/31/2022

**Product:**

CivicRec

**Client:**

Effingham County GA - CivicRec

**Bill To:**

Effingham County GA - CivicRec

| SALESPERSON | Phone              | EMAIL               | DELIVERY METHOD | PAYMENT METHOD |
|-------------|--------------------|---------------------|-----------------|----------------|
| Craig Roach | x(785)<br>222-4985 | roach@civicplus.com |                 | Net 30         |

CivicRec - Statement of Work

| QTY  | Product Name                               | DESCRIPTION   | PRODUCT TYPE |
|------|--|---|--------------|
| 1.00 | CivicRec Annual Fee                        | CivicRec Annual Fee   | Renewable    |
| 1.00 | CivicRec Standard                          | Standard package -Project Coordination -Branded Public Portal -Help Center Access   | One-time     |
| 3.00 | CivicRec Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours  | One-time     |
| 1.00 | Document Management                        | Document Management Module: Enabled to allow customers to upload documents and staff to manage records.   | Renewable    |
| 1.00 | CivicRec Pay - Forte                       | CivicRec Pay - Forte  |              |
| 1.00 | CivicRec Pay Annual Fee - Forte            | CivicRec Pay Annual maintenance and support fee   | Renewable    |
| 1.00 | CivicRec Pay Implementation - Forte        | Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support. | One-time     |
| 1.00 | CivicRec Lighting Integration              | CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems.  | One-time     |

|                                    |               |
|------------------------------------|---------------|
| List Price - Year 1 Total          | USD 20,713.00 |
| Total Investment - Year 1          | USD 17,713.00 |
| Annual Recurring Services - Year 2 | USD 9,975.00  |

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby

attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 Fees shall be invoiced as follows:
  - a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
  - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total Investment - Year 1 Fees.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 200,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus

does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.
9. Client is solely responsible for the updating and accuracy of their public-facing privacy policy.
10. Client acknowledges that any forms to be used in Document Management must be created in Document Management, and such forms cannot be unencrypted or exported to un-encrypted modules.
11. Client shall complete a Privacy Impact Statement (PIA), which shall detail Client's privacy practices and policies surrounding the use of, and any data stored within or collected by Document Management. Client further warrants appropriate employees have been adequately trained on the use and deployment of Document Management.
12. Client and CivicPlus each jointly acknowledge that for the duration of this SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the Security Controls, including safe custody, transport and storage of data and Client shall serve as the "Data Owner", and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context, and use. Notwithstanding the foregoing, Client acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by Client. Client has sole responsibility for maintaining the security of such log-in credentials and assigning and defining roles and permission to each individual end-user.
13. Client acknowledges that due to the nature of the encryption employed in Document Management, CivicPlus staff are unable to access any data submitted or stored within Document Management.
14. Client understands and agrees that Document Management is not intended to collect or store any credit card information, or related identifiable or financial information and that Client shall not collect or store any such information in Document Management. For the sake of clarity, Document Management is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.

Signature Page to Follow

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

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

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

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

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

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

|  |             |             |                    |
|--|-------------|-------------|--------------------|
| <b>Organization</b>  |             |             | URL                |
| Street Address   |             |             |                    |
| Address 2  |             |             |                    |
| City   | State       | Postal Code |                    |
| CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).<br>Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates. |             |             |                    |
| <b>Emergency Contact &amp; Mobile Phone</b>  |             |             |                    |
| <b>Emergency Contact &amp; Mobile Phone</b>  |             |             |                    |
| <b>Emergency Contact &amp; Mobile Phone</b>  |             |             |                    |
| <b>Billing Contact</b>   |             |             | E-Mail             |
| Phone  | Ext.        | Fax         |                    |
| Billing Address  |             |             |                    |
| Address 2  |             |             |                    |
| City   | State       | Postal Code |                    |
| Tax ID #   |             |             | Sales Tax Exempt # |
| Billing Terms  | Account Rep |             |                    |
| Info Required on Invoice (PO or Job #)   |             |             |                    |
| Are you utilizing any external funding for your project (ex. FEMA, CARES):   |             |             |                    |
| Y [     ] or N [     ]   |             |             |                    |
| Please list all external sources: _____  |             |             |                    |
| <b>Contract Contact</b>  |             |             | Email              |
| Phone  | Ext.        | Fax         |                    |
| <b>Project Contact</b>   |             |             | Email              |
| Phone  | Ext.        | Fax         |                    |