

## **IWORQ SERVICE AGREEMENT**

### **For iWorQ applications and services**

Ketchum here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### **4. CUSTOMER DATA:**

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

#### **7. TERMINATION:**

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

**8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

**9. MICELLANEOUS PROVISIONS:**

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

**10.CUSTOMER IMPLEMENTATION INFORMATION:**

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

**11. CUSTOMER BILLING INFORMATION:**

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Billing Address: \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_

**12.ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

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

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_

# **iWorQ Service(s) Agreement**

## **APPENDIX A**

## iWorQ Price Proposal

<b>Ketchum</b>	<b>Population- 2,680</b>
<b>Ketchum, Ketchum, ID 83340</b>	<b>Prepared by: Dan Phippen</b>

### Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p><b>Work Management</b></p> <ul style="list-style-type: none"> <li>- Available on any computer, tablet, or mobile device using Chrome browser</li> <li>- Track and manage work by location with OpenStreetMap</li> <li>- Work order scheduling and templates</li> <li>- Track inventory, parts, material</li> <li>-Configurable dashboard, fields, and reports</li> </ul>	<b>\$3,000</b>	Annual
<p><b>Drywells - Asset Management</b></p> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, or mobile device</li> <li>-Track and manage maintenance history</li> <li>-OpenStreetMap with point and line layers</li> <li>-Track conditions and descriptions</li> <li>-Configurable dashboard, fields, and reports</li> </ul>	<b>Included</b>	Annual
<p><b>Street Light - Asset Management</b></p> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, or mobile device</li> <li>-Track and manage maintenance history</li> <li>-OpenStreetMap with point and line layers</li> <li>-Track conditions and descriptions</li> <li>-Configurable dashboard, fields, and reports</li> </ul>	<b>Included</b>	Annual
<p><b>Facilities Management Package</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>*Facilities Asset Management</li> <li>*Work Management</li> </ul> <ul style="list-style-type: none"> <li>-Available on any computer, tablet, or mobile device</li> <li>-Track assets such as HVAC, plumbing, electrical, elevators, etc.</li> <li>-Work orders for employee cost, inventory, and purchase orders</li> </ul>	<b>\$1,500</b>	Annual

-Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports		
<b>Fleet Management</b>  -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports	<b>\$1,500</b>	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$6,000</b>	Annual

### One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	<del>\$4,000</del>	Included	Year One
Up to 5 hours of GIS integration and data conversion	<del>\$1,000</del>	Included	Year One
Data Conversion (see attached guidelines Appendix B)	<del>\$4,900</del>	Included	Year One
<b>One-Time Setup Total (This amount will be added year 1)</b>	<del>\$9,900</del>	Included	Year One
<b>Grand Total Due Year 1</b>	<del>\$15,900</del>	\$6,000	

### NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Additional information on the service listed can be found in Appendix B.