



IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Lake Forest Park, WA 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.

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. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

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



4. CUSTOMER DATA:

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

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

Data upload and storage is provided to every customer. This includes uploading files up to 25MB and 100GB 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.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

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 requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

The term of this contract is 3 years (the Term). iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net-30 days from the date of the invoice. Any billing changes — including additional services or removing of services — will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.



Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Termination for convenience. Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) without cause during the initial 3-Year Term, the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term. Notice of Termination or Nonrenewal shall be provided to the iWorQ representative in section 11 by email and to the City by email to the Primary Implementation Contact in section 9.

Termination for cause. If a party to this Agreement fails to fulfill in a timely and proper manner its obligation under this Agreement, then the other party may terminate this Agreement during the Term, by giving a five (5) day written notice by email of such termination. iWorQ shall provide such notice to the City's Primary Implementation Contact in section 9 and the City shall provide such notice to the iWorQ's representative in section 11. In the event of such termination, iWorQ shall be entitled to receive compensation for the prorated period of the Term ending with the fifth day of the notice period.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, at no cost, 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, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

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. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (if applicable) _____ **Title** _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ **Title** _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO # _____ (if required) Tax Exempt ID # _____



11. ACCEPTANCE:

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

City of Lake Forest Park

Signature _____

Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

IWorQ Systems Inc.

Signature _____

Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____



iWorQ Service(s) Agreement

APPENDIX A



iWorQ Price Proposal

Lake Forest Park, WA	Population- 13,142
17425 Ballinger Way NE Lake Forest Park, WA 98155	Prepared by: Sabrina Treasure

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc) -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Contractor Status Updates via Text -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Inspection Routing -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes access to 24 standard database driven web form templates and 3 custom database web forms for Portal Home -Includes unlimited access to 15 letter templates and 3 custom letters Note: Any adjustments made to the templates will result in a custom form -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met: 1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data. a. User Group must have permission settings set to allow root access to pull the data.	\$16,500.00 \$18,000.00	Annual



<p>2. The Rest Service data contains the information needed for system functionality and field types match.</p> <p>a. The format of that data must conform to iWorQ Systems</p> <p>Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) Client must provide iWorQ with their agency's REST Service URL within 30 days of signature date, otherwise iWorQ will not establish the REST Service connection. Client may pay a data and labor fee of \$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.</p>		
<p>Permit Management - Plan Review</p> <ul style="list-style-type: none">- Available on any computer, tablet, or mobile device using Chrome Browser- OpenStreetMap tracking abilities with quarterly updates- Manage appeals, variances, plat applications, conditional use permits, etc.- Option to track contractors and their licensing- Track fees and payments- Inspection and plan review tracking- Configurable Reporting- iWorQ notifications included- Includes iWorQ Workflows- Send out mass notifications to surrounding properties- Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.- Draw & annotate on plans- Save data in layers on plans- Place watermarks on plans-Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License)	<p>Included</p> <p>\$4,500.00</p>	<p>Annual</p>
<p>Additional Web Forms for Online Portal</p> <p>(27) Additional Web forms for Online Permit Applications. (Total Web Forms = 30) Note: Additional Web Forms can be purchased as needed: \$500/annually for 3</p>	<p>Included</p>	<p>Annual</p>
<p>File Upload Increase</p>	<p>\$500.00</p>	<p>Annual</p>



-Increases file upload size capabilities to 50MB per file		
Bluebeam Integration iWorQ integration with Bluebeam	\$1,500.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$18,500.00	Annual

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

<u>Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$500.00 \$9,500.00	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	\$19,000.00	Year One Total
Subscription Fee (This amount will be invoiced each year after 1st year)	\$18,500.00	Annual

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.