

Revize Web Services Sales Agreement

This Sales Agreement is between New Haven ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 05/12/2026

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>Village of New Haven</u>	Revize Software Systems
Company Address:	<u>57775 Main Street</u>	150 Kirts Blvd, Suite B
Company City/State/Zip:	<u>New Haven, MI 48048</u>	Troy, MI 48084
Contact Name:	<u>Brian Meissen 586 201 0134</u> <u>bmeissen@villageofnewhaven-mi.gov</u>	248-269-9263
Client Website Address:	<u>http://www.villageofnewhaven.org/index.php</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Custom Website Redesign Sales Agreement</u>	<u>Price</u>
1	Phase 1 – Project Planning and Analysis, onetime fee:	included
1	Phase 2 – Website Re-Design, 1 concept, 3 rounds of changes, onetime fee:	Included
1	Phase 3 & 4 – Revize Development, CMS module Integration, onetime fee:	included
1	Phase 5 – Quality Assurance Testing, onetime fee:	included
1	Phase 6 – As Is Sitemap and Content migration of up to 80 pages and 500 documents one time fee	\$1,980
1	Phase 7 – Content Editing/Administrator Training, one-day session, onetime fee:	included
1	Phase 8 – Go Live, onetime fee:	included
1	Revize Online Interactive Forms Application one time build fee	\$1,950
Grand Total	Includes project fee and yearly support for website	\$3,930

Annual support fees will be due on the current due date. The Online Interactive Forms Application has a yearly support fee of \$900 that will be added to the annual support fee.

Revize requires a payment of \$3,930 in order to begin the project.

AGREED TO BY:	CLIENT	REVIZE
Signature of Authorized Person:	_____	_____
Name of Authorized Person:	_____	<u>Lee Kenderski</u>
Title of Authorized Person	_____	<u>Client Success Manager</u>
Date:	_____	_____

Please sign and return to:

Lee@revize.com

The Following Applications & Features will be integrated into Your Website:

Citizen's Communication Center Apps • Notification Center • Document Center • FAQs • News Center • Online Forms • Photo Gallery • Quick Link Buttons • Revize Web Calendar • "Share This" Social Media Flyout App Citizen's Engagement Center Apps • Citizen Request Center with Captcha • RSS Feed	Staff Productivity Apps • Agenda Posting Center • iCal Integration • File/Image Manager • Link Checker • Menu Manager • Online Form Builder • Bid Posting Center • Website Content Archiving • Website Content Scheduling • Online Interactive Forms Application Site Administration and Security Features • Audit Trail • History Log • Secure Site Gateway • Unique Login/Password for each Editor • URL Redirect Setup • User Roles and Permissions • Web Statistics and Analytics Mobile Device and Accessibility Features • Alt-Tags • Font Size Adjustment • Language Translator • Mobile and Tablet Preview while Editing • Responsive Website Design (RWD) • WCAG Accessibility
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Terms:

1. All invoices are due upon receipt unless otherwise stated. Project work will not begin until the initial payment has been received. Revize reserves the right to pause or suspend work, hosting, or support services if payment is more than thirty (30) days past due.
2. Additional content migration, if requested, is available for \$6 per web page and \$3 per document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 10GB website storage.

5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement. Any work requested by CLIENT that is outside the scope described in this Agreement, including additional design revisions, development, integrations, content migration, or consulting, will require a written change order and may result in additional fees and timeline adjustments.
7. CLIENT understands that the project completion date is highly dependent on their timely communication with Revize. During the project, CLIENT agrees to respond to Revize inquiries within 48 hours of the request and understands that project timelines will be delayed if they do not respond in a timely manner
8. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
9. This Agreement has a four (5) year term. CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered
10. If CLIENT maintains four (4) consecutive years of annual software subscription, support, CMS updates, and hosting, CLIENT shall be eligible for one (1) complimentary website redesign anytime in year 4 of the agreement or thereafter. The redesign is optional and must be affirmatively requested by CLIENT. CLIENT's decision to decline, defer, or not schedule the redesign does not constitute a failure or breach by Revize.
11. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
12. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout. Revize is not responsible for verifying the accuracy, legality, accessibility, or completeness of CLIENT-provided content.
13. Storage is limited to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat or property maps, tax records, GIS data, and large or archival audio and video files, such as multiple years of meeting recordings or similar content more appropriately hosted on archive or streaming platforms and embedded into the website
14. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages. Any post-migration cleanup or enhancements requested from Revize may be billed at Revize's then-current hourly or project rates.

Project Timeline Statement of Understanding

Revize and CLIENT acknowledge that any project timeline provided is an estimate only and not a guarantee. Project duration is dependent on a variety of factors, including timely CLIENT participation, feedback, approvals,

and other variables that may be outside the reasonable control of either party. Revize will make commercially reasonable efforts to adhere to the estimated timeline.

CLIENT agrees to take an active role in the project, including participating in meetings, providing timely feedback and approvals related to design and sitemap development, and scheduling and participating in CMS training. Delays caused by CLIENT's failure to respond to Revize requests in a timely manner may result in corresponding delays to the project timeline and do not constitute a breach of contract by Revize.

Upon completion of initial Revize CMS content editor training, CLIENT is responsible for determining when the website will go live. Any CLIENT decision to delay go-live for reasons unrelated to a functional defect rendering the website inoperable does not constitute a breach of this Agreement by Revize.

CLIENT acknowledges that website design and user experience are inherently subjective. The parties agree that this is a collaborative process and will work in good faith to reasonably fine-tune final deliverables in preparation for launch. Generalized dissatisfaction with aesthetic elements or previously approved deliverables does not constitute a breach of contract unless Revize fails to cure a material functional defect.

CLIENT may elect to postpone or reprioritize certain deliverables in favor of an earlier go-live date, subject to mutual agreement.

Enterprise Revize CMS License

As part of this Agreement, Revize LLC ("Revize") grants CLIENT a limited, non-exclusive, non-transferable license to access and use the Enterprise Revize CMS software ("Software"), hosted on Revize's cloud servers, solely for the purpose of maintaining the website(s) identified in this Agreement. The Software is proprietary to Revize and remains the sole property of Revize.

CLIENT may terminate this Agreement by providing at least sixty (60) days written notice prior to the applicable annual renewal date. All fees incurred or scheduled through the effective termination date remain due and payable. Early termination does not relieve CLIENT of payment obligations for services already rendered.

CLIENT may not sublicense, share, or otherwise provide access to the Software to any third party not expressly authorized under this Agreement.

During the term of this Agreement and while CLIENT remains current on all payment obligations, Revize will host, maintain, and provide updates to the Software as part of the applicable annual subscription.

Upon termination or expiration of this Agreement for any reason, CLIENT's access to the Software will be discontinued. Upon written request and provided all amounts due under this Agreement have been paid in full, Revize will make CLIENT's website content available to CLIENT in a reasonable electronic format.

Notice of termination must be in writing and delivered to the non-terminating party in accordance with the notice provisions of this Agreement.

WCAG Accessibility and Compliance Terms

1. Revize will build the website to highly conform with the Web Content Accessibility Guidelines WCAG 2.1 Level AA (“WCAG 2.1 AA”) at the time of delivery while actively incorporating WCAG 2.2 AA best practices as standards evolve using current industry-recognized approaches. This includes keyboard access, semantic markup, ARIA where appropriate, color contrast, focus management, and accessible forms for the delivered templates.
2. Conformance does not extend to: (i) third-party modules, plug-ins or integrations not provided by Revize (e.g., payment gateways, third-party calendars, embedded third-party widgets), (ii) content authored, uploaded, or maintained by the Client (including documents such as PDFs), and (iii) legacy pages or archives unless specifically included in the Statement of Work.
3. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does not conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc.
4. CLIENT agrees and understands accessibility compliance is not a fixed or absolute standard. It is more of a spectrum rather than a pass/fail standard. Because testing tools and methodologies may produce different results, Revize and the CLIENT agree to focus on accommodating user needs and maintaining a continuing, good-faith approach to accessibility and regulatory compliance.
5. Revize provides tools and features designed to support website accessibility and best practices. However, Revize does not guarantee legal compliance with WCAG, ADA, or other regulations. Ongoing compliance requires active participation by CLIENT, including content management and policy decisions.
6. For an additional fee, Revize offers an ongoing WCAG scan and remediation service. This service will scan the website at regular intervals after the website goes live and remediate any WCAG compliance issues with an allocated bucket of additional development hours. Remediation priorities can be set by CLIENT and may include content remediation (e.g., PDFs, Flyers, etc.). Revize also includes an accessibility checker within the Revize CMS editor. This utility will alert users of suspected accessibility issues.
7. If PDF remediation is included in this agreement, completion time is highly dependent on the number and the complexity of PDFs.
8. Additional development hours may be necessary to complete remediation to CLIENT’s satisfaction and are available at a rate of \$125 per hour.
9. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
10. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50

