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Revize Custom Design Web Services Sales Agreement

This Sales Agreement is between __North Ogden, Utah__ ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179   Date: 04-09-2024

CLIENT INFORMATION:		REVIZE LLC:
Client Name:	**North Ogden, Utah**	**Revize Software Systems**
Client Address:	**505 E 2600 N**	**150 Kirts Blvd., Suite B**
Client Address 2:		**Troy, MI 48084**
Client City/State/Zip:	**North Ogden, UT 84414**	**248-269-9263**
Contact Name:	**Rian Santoro – City Recorder** **rsantoro@nogden.org** **801-737-9830**	**Client Website Address:** **www.northogdencity.com**
Billing Dept. Contact:	**Jamie Jones – Finance Director** **jjones@nogden.org** **801-782-7211**	

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

Phase 1: Project Planning and Analysis, SOW	$750
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page design, and inner page design, includes Responsive Web Programming for great viewing on mobile screens.	$1,025
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications**.** You also receive all updates to all CMS modules for the life of your Revize relationship. **You own the technology, design and content!**	$4,160
Phase 5 & 6: Quality Assurance, Accessibility and Custom Development	$950
Phase 7: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections – up to 1,145 webpages **(approximate amount on your website today).** **To help remove stale content, Revize will not be moving over old announcements, events or calendar items. Additional content migration, if requested, is available for $3 per webpage and document**	$2,300
Phase 8: Content editing and site administration training via web conference (one day session up to 8 hours)	$750
Go live!	Included
Additional Applications Included: **Agenda Management Application** **Website Intranet Development**	$2,000 $1,500
Custom Website Design Subtotal	**$13,435**
Revize Annual Maintenance Fee (1st Year Pre-Paid During Design) Includes Unlimited Tech Support, CMS software updates (for 5 users), security software updates, **Agenda Management Application, Intranet Hosting,** SSL security certificates and website health checks. Website hosting Included free of charge (15 GB Storage, 100GB monthly bandwidth limit):	**$5,850/yr**
Grand Total (1st Year) 5-Year Agreement	**$19,285**

Terms:

1. Five-year agreement. Revize will provide a free redesign beginning in year 5 after 4 completed years of service.

2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.

3. Revize requires payments to be made according to the payment schedule listed on agreement.

4. Additional content migration, if requested, is available for $3 per web page or document.

5. Additional bandwidth is available at $360 per year for each additional 50GB per month.

6. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.

7. Revize requires a 3-month written termination notice in advance before the next contract renewal date. If client cancels this sales agreement without cause before contract expiration, client will be required to pay remaining balance of agreement to the contract end date.

8. Agreement will automatically renew annually after initial contract term has completed unless either party gives notice of cancellation.

9. Both parties must agree in writing to any changes or additions to this Sales Agreement.

10. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;

    a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.

    b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.

    c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.

11. The CLIENT owns the design, content, and will receive software 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. Video/Audio files are not permitted to be uploaded to web server directly; Revize offers streaming video server at additional cost.

13. Revize expects to complete phase 7 (training) of this project within 21-27 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.

Revize Website Project & Services Payment Plan
Option 1

Payment Amount	Due Date	Payment Includes
$ 8,537	4/24/2024	20% of Project Cost + Year 1 Annual Hosting & Maintenance
$ 8,537	4/24/2025	20% of Project Cost + Year 2 Annual Hosting & Maintenance
$ 8,537	4/24/2026	20% of Project Cost + Year 3 Annual Hosting & Maintenance
$ 8,537	4/24/2027	20% of Project Cost + Year 4 Annual Hosting & Maintenance
$ 8,537	4/24/2028	20% of Project Cost + Year 5 Annual Hosting & Maintenance (Free Re-Design!)

AGREED TO BY: *CLIENT*   *REVIZE*

Signature of Authorized Person: _____   _____

Name of Authorized Person: _____   *Shawn C. Stewart*

Title of Authorized Person   _____   *Account Manager*

Date: _____   _____

Please sign and return full sales agreement to: ***shawn@revize.com***   Fax 1-866-346-8880

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium's Web Content Accessibility Guidelines according to the 2.1 AA Level

Revize Website Project & Services Payment Plan
Option 2

Payment Amount	Due Date	Payment Includes
$ 6,428.33	4/24/2024	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
$ 6,428.33	TBD: Upon completion of Phase 2: Discovery and Design	33% of Project Cost + 33% of Year 1 Annual Hosting & Maintenance
$ 6,428.33	TBD: Upon completion of Phase 7: Content Editor Training after website completion	Remaining 33% of Project Cost + Remaining 33% of Year 1 Annual Hosting & Maintenance
$ 5,850	4/24/2025	Year 2 Annual Hosting & Maintenance
$ 5,850	4/24/2026	Year 3 Annual Hosting & Maintenance
$ 5,850	4/24/2027	Year 4 Annual Hosting & Maintenance
$ 5,850	4/24/2028	Year 5 Annual Hosting & Maintenance
		Free Re-Design!

AGREED TO BY: *CLIENT*   *REVIZE*

Signature of Authorized Person: _____   _____

Name of Authorized Person: _____   *Shawn C. Stewart*

Title of Authorized Person _____   *Account Manager*

Date: _____   _____

Please sign and return full sales agreement to: ***shawn@revize.com***   Fax 1-866-346-8880

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Revize Website Project & Services Payment Plan
Option 3

Payment Amount	Due Date	Payment Includes
$ 19,285	4/24/2024	Project Cost + Year 1 Annual Hosting & Maintenance
$ 5,850	4/24/2025	Year 2 Annual Hosting & Maintenance
$ 5,850	4/24/2026	Year 3 Annual Hosting & Maintenance
$ 5,850	4/24/2027	Year 4 Annual Hosting & Maintenance
$ 5,850	4/24/2028	Year 5 Annual Hosting & Maintenance
		Free Re-Design!

AGREED TO BY: *CLIENT*   *REVIZE*

Signature of Authorized Person: _____   _____

Name of Authorized Person: _____   *Shawn C. Stewart*

Title of Authorized Person _____   *Account Manager*

Date: _____   _____

Please sign and return full sales agreement to: ***shawn@revize.com***   Fax 1-866-346-8880

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VISITOR'S COMMUNCIATION CENTER APPS

- Home Page Alert
- Document Center with keyword search
- Staff/Listing Directory with keyword search
- FAQs with keyword search
- Job Posting with keyword search
- RFP/RFP Bid Posting
- **Agenda Management Application**
- News Center with Facebook/Twitter/etc. Integration
- "Share This" Social Media App
- Photo Galleries
- Quick Link Buttons
- New Revize Web Calendars with monthly grid and listing view
- Sliding Feature Bar
- Language Translator – over 95 languages

VISITOR'S ENGAGEMENT CENTER APPS:

- Request Center Form with Captcha
- RSS Feed
- Online Bill Pay via Third Party Provider (if required)

MOBILE DEVICE AND ACCESSIBILITY FEATURES

- ADA Compliant WCAG 2.1AA
- ADA Accessibility Widget
- Responsive Website Design (RWD) – for great Mobile Device viewing i.e SMART phones, PC Tablets, iPads, iPhones, Windows and Android devices

STAFF PRODUCTIVITY APPS

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- CMS Web Form Builder with drag & drop text fields
- Website Content Archiving
- Website Content Scheduling
- **Employee Intranet with Password Protection**

SITE ADMIN & SECURITY APPS

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analysis with Google Analytics

Service Level Agreement

Revize Maximum Response Times via Severity Level

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Technical Support Escalation:

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24/7/365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual