

**Computer Software and
Conversion Services Proposal**
City of Oelwein
Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

January 13, 2021

Software Purchase Agreement

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Oelwein
20 2nd Ave. SW
Oelwein, IA 50662

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **Payment is due upon execution of the contract unless other payment terms are negotiated.** The information provided in this proposal is valid for 90 days.

INVESTMENT SUMMARY

Connect License Fees (6 Concurrent Users)	\$ 49,500
<i>Less Connect Upgrade Discount</i>	<i>(39,600)</i>
Conversion/Setup	0
Training	0
New Module License Fees	16,500
Conversion and Trainings	6,300
	<hr/>

TOTAL INVESTMENT \$ 32,700

ANNUAL SUPPORT INCREASE NEW MODULES \$ 3,480

MONTHLY HOSTING FEE ** \$ 650

SOFTWARE FOR LIFE: Software for Life provides the assurance that the City will never have to purchase another upgrade at any point in the future. As a result, the City will always be on the latest version of the software. To attain the Software for Life Premium, annual support will increase \$900 each of the next four (2) years.

*Travel costs are not included.

SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance and understanding of the Computer Software and Services Contract, Attachment A – Caselle Software Distribution Agreement, and Attachment B – Civic Support Agreement.

CITY OF OELWEIN, IA

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____



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Selected Modules Detailed Costs

LICENSE FEES (6 CONCURRENT USERS)

Connect Upgrade Modules	License Fee	Conversion	Training Cost	Total Investment
Based on 6 Concurrent User Licenses	\$ 0	\$ 0	\$ 0	\$ 0
Accounts Payable	7,000	Included	Videos	7,000
Check On Demand	Included	Included	Videos	Included
Accounts Receivable	5,500	Included	Videos	5,500
Cash Receipting	4,500	Included	Videos	4,500
General Ledger	5,500	Included	Videos	5,500
Activity Reporting	Included	Included	Videos	Included
Bank Rec	Included	Included	Videos	Included
Budgeting	Included	Included	Videos	Included
miExcel GL	FREE	Included	Videos	FREE
Payroll	13,400	Included	Videos	13,400
Direct Deposit	Included	Included	Videos	Included
Electronic Submittals	Included	Included	Videos	Included
miExcel PR	FREE	Included	Videos	FREE
Timekeeping	Included	Included	Videos	Included
Utility Billing	13,600	Included	Videos	13,600
ACH Direct Pay	Included	Included	Videos	Included
Electronic Read Interface	Included	Included	Videos	Included
Splitter	Included	Included	Videos	Included
Web Services for Real Time Payments (PSN)	Included	Included	Videos	Included
Less: Upgrade Discount	(39,600)	=	=	(39,600)
TOTALS COSTS	<u>9,900</u>	=	=	<u>9,900</u>

New Modules	License Fee	Conversion	Training Cost	Total Investment	Annual Fees
miPay Online	1,000	--	--	1,000	600
miViewPoint	5,000	600	1,200	6,800	1,000
AP Approval Workflow	4,000	600	600	5,200	800
miBudget	3,000	600	600	4,200	600
Service Orders with Mobile	4,500	900	1,200	6,600	1,080
Less : Discount	(1,000)	--	--	(1,000)	(600)
TOTALS COSTS	<u>16,500</u>	<u>2,700</u>	<u>4,200</u>	<u>22,800</u>	<u>3,480</u>



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Optional Module Detailed Costs

OPTIONAL MODULES

Selected Product Descriptions	License Fee 6 Concurrent	One-Time conversion/setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
Concurrent Users Above 6 (each)	\$ 2,000	\$ 0	\$ 0	\$ 2,000	\$ 500
AP Add Ons					
Purchase Orders (Need this for PO WF)	2,700	600	600	3,900	540
Maintenance Orders With Mobile	2,700	300	300	3,300	540

*Above amounts do not include travel expenses

HARDWARE REQUIREMENTS (NOT REQUIRED IF GOING HOSTED)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2012, 2012 R2, 2016 Server (64-bit) or 2019 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Separate physical hard drive for SQL log file 8-15 K SAS HDD preferred Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch DVDRW Drive <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none"> • Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2012 (64-bit), 2014 (64-bit) or 2016 (64-bit), or 2019 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Data File Transfer	DVDRW Drive
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	DSL, ISDN, or T1 Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Certified
Web Services	IIS 7 (Windows Server 2008, 2012)
miViewPoint <small>Only needed if miViewPoint is being installed.</small>	IIS 7 or later 30 GB of available disk space for miViewPoint on the IIS and SQL Servers Modern Web Browser on any PC using miViewPoint (IE11 or greater, up to date Chrome, or up to date Firefox) If miViewPoint is made internet available a modern mobile browser is required.

Attachment A – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment A – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and You hereby consent to the jurisdiction of State and Federal courts in Iowa. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment B – Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the CITY OF OELWEIN (client), 20 2nd Ave. SW, Oelwein, IA 50662, and CIVIC SYSTEMS, LLC (Civic), 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the CITY OF OELWEIN, IA.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the effective date. The effective date is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to client not less than thirty (30) days before the anniversary of the effective date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 8 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment B – Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of **client**. A consent to assign shall be subject to such conditions and provisions as **client** may deem necessary, accomplished by execution of a form signed by **client**, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment B – Support Agreement

11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to client either procure for client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to client all fees, costs, and charges paid by client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If client does not notify Civic of a breach of Civic's warranty during that 30-day period, client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment B – Support Agreement

12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the license fees, services, and support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

13. DEFAULT

In the event of payment default by client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Attachment B – Support Agreement

15. NOTIFICATION

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- A. Actually received, or
- B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- C. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth below or
- D. Upon delivery by client of the notice to an authorized Civic representative while at client site.

The addresses of the parties to this Agreement are as follows:

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

City of Oelwein
20 2nd Ave. SW
Oelwein, IA 50662

16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to client.
- C. Software Upgrades – Civic shall provide client with upgrades to the current platform when available. Civic shall provide client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

18. MISCELLANEOUS

This Support Agreement covers those services rendered for pre and post "go-live".

Attachment C – Hosted Agreement

1. Investment Summary

The following Investment Summary reflects the monthly costs related to the Software and Services.

	<u>Investment</u>
<i>Monthly Hosted</i>	<u>\$ 650</u>

*Client will pay semi-annual for Services in advance of the service period in conjunction with the semi-annual support billings.

2. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF OELWEIN, IA

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____

Attachment C – Hosted Agreement

This Integrated Systems Corporation Services Agreement (the "Agreement") is entered into this _____ day of _____, 2021 (the "Effective Date") by and between Integrated Systems Corporation, a Wisconsin Corporation, ("ISCorp"), and City of Oelwein located at 20 2nd Ave. SW Oelwein, IA 50662 ("Client").

RECITALS

- A. ISCorp is in the business of providing services for server and application hosting, management and operations (the "Services");
- B. Client wishes to hire ISCorp to provide the Services under the terms and conditions of this Agreement;

NOW THEREFORE, the parties hereto agree as follows;

1. ISCorp Obligations

- A. ISCorp agrees to provide to Client the Services as described in Schedules attached hereto pursuant to orders placed by Client and accepted by ISCorp.
- B. The initial service period for all orders for the Services ("Initial Service Period") shall commence upon activation of such Services and remain in effect for the period defined in the applicable Schedule. If Client and ISCorp fail to agree on the terms to extend the Services past the Initial Service Period, the applicable Schedule for such Services shall continue in effect on a continual _____ () month basis, until terminated by either Client or ISCorp as provided in Section 4 below.
- C. The fees for the Services will be priced according to such Services ordered by Client and ISCorp will issue invoices for such Services on a monthly basis at the rates set forth in the applicable Schedule.

2. Client's Obligations

- A. Client will pay ISCorp for each month's Services in advance of the service period. Advance payment will be determined pursuant to the cost listed in the Service Schedules and based upon a monthly payment.
- B. Client is solely responsible for the content on the Server ("Server") as identified in the applicable Schedule, including any subsequent changes or updates made or authorized by Client.
- C. ISCorp shall not obtain any right, title to and/or interest in data, text, multimedia images (e.g. graphics, audio and video files), and other materials provided by Client and installed by ISCorp or Client on the Server; however, ISCorp shall retain title to and all rights in all other intellectual property provided by ISCorp hereunder including, but not limited to, any know-how related to ISCorp-provided products or services such as the hardware, software or any other server technology.
- D. Client acknowledges and agrees that use of the Services is subject to Client's compliance with the terms defined in ISCorp's Prohibited Uses of Products and Services Policy, a copy of which is attached as Schedule A. Violations of any of the terms of such policy shall constitute a breach hereunder and may result in termination of this Agreement by ISCorp.
- E. Client warrants and represents that Content: (i) does not infringe or violate the rights of any third party including, but not limited to, patents, copyrights, trademarks, trade secrets and rights of publicity); (ii) is not defamatory or obscene; and (iii) does not violate any other applicable law. ISCorp reserves the right (but shall have no obligation) to delete any material installed on a Server in a ISCorp facility or to disconnect access of a Server which contains Content which ISCorp believes in good faith breaches any of these warranties. Any breach of these warranties by Client may result in termination of the Services.
- F. Client acknowledges and agrees that Client assumes all risk related to the processing of transactions related to electronic commerce.

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- G. For any Services where Client has Admin Access to the Server, Client is responsible for securing all licenses to any software installed on the Server by Client or its designated Agent, except for the software provided by ISCorp as identified in any applicable Schedule.
- H. All equipment provided by ISCorp in connection with this Agreement shall remain the property of ISCorp.

3. Limitation of Liability

The liability of ISCorp to Customer for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Customer to ISCorp with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL ISCORP BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF ISCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISCorp shall not be held liable for any claims or demands brought against Customer by any other party unless Customer has properly notified ISCorp as to such damages, claims, or demands, and Customer has taken action to minimize such damages, claims, or demands. The Customer further agrees that ISCorp will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Customer's failure to properly save or back up all data and information inputted by Customer.

4. Warranties and Indemnity

- A. ISCorp makes no warranties of any kind with respect to the Services and products provided under this Agreement. ISCorp DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. In any instance involving performance or nonperformance of the Services or products provided hereunder, Client's sole remedy shall be (a) in the case of Services, refund or credit, at client's election, of a prorata portion of the price paid for such Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to ISCorp for refund, at the option of ISCorp. Unless otherwise provided in any applicable Schedule, credit for lost services ("Service Interruption") will be issued only for periods, calculated in fifteen (15) minutes increments, in excess of the 99.5% scheduled available up-time within a calendar month. A Service Interruption is deemed to have occurred only if the Services have stopped or been severely impacted that they are unusable by Client as a result of failure of ISCorp facilities, equipment, or personnel used to provide the Services, and only where the interruption is not the result of (a) negligence or other conduct of Client, its agents or Clients, including a failure or malfunction resulting from applications or services provided by Client, its agents or Clients (b) failure or malfunction of any equipment or services not provided by ISCorp, (c) circumstances beyond the control of ISCorp, or (d) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to client. All claims must be made within 60 days of the date of such lost Services.
- B. IN NO EVENT WILL ISCORP, ITS SUBSIDIARIES OR ITS OR THEIR AGENTS, BE LIABLE TO CLIENT FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR PERFORMANCE OF THE SERVICES. ISCorp will not be liable for any damages Client may suffer arising out of Client's use, or inability to use, the Services or related products. In no event shall ISCorp be liable for unauthorized access to Client's transmission facilities or Client premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedure or information through accident, fraudulent means or devices, or any other method.
- C. ISCorp's liability for damages to Client for any cause whatsoever, regardless of form of action, including negligence, shall not exceed an amount equal to the price of products and Services purchased by Client

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during the twelve month period preceding the event which caused the damages or injury; provided, however, that this limitation shall not apply to damages to Client for personal injuries or destruction of tangible personal property proximately caused by the negligence of ISCorp.

- D. Except as set forth in section 3.5, ISCorp will indemnify and hold Client harmless against any claim or demand by any third party that any hardware or software provided to Client hereunder, infringes any United States copyright or trade secret. Except for damages incurred by ISCorp caused by (a) proprietary rights infringement claims as provided for above, or (b) damages for personal injuries or destruction of tangible property proximately caused by ISCorp's gross negligence or willful misconduct, Client agrees to indemnify and hold ISCorp harmless against any claim or demand by any third party due to or arising out of the use by Client of Services and related products provided hereunder.
- E. Client will indemnify and hold ISCorp harmless against any claim or demand by any third party brought as a result of Client's violation of the ISCorp Prohibited Uses Policy or any third party claims relating to the Content or relating to hardware, software or applications that Client provides to ISCorp to host hereunder (whether for infringement of a copyright, patent, trade secret, proprietary right or otherwise) provided by Client, Client's Clients or by ISCorp at Client's request.

5. Termination

- A. Termination for Cause. This Agreement may be terminated by either party in the event of (i) any material breach of any of the terms and conditions of this Agreement by the other party, which default continues in effect after the defaulting party has been provided with written notice of default and thirty (30) days to cure such default; (ii) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (iii) either party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (iv) either party's making a general assignment for the benefit of creditors; or either party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.
- B. Termination for Convenience. Either party may terminate this Agreement by providing the other party with at least one hundred twenty - (120) days written notice prior to the end of the then current term.

6. General

- A. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any event beyond the control of the affected party including, but not limited to, natural disaster, acts of God, actions or decrees of governmental bodies or failure of communication lines (a "Force Majeure Event"), the party who has been so affected shall promptly give written notice to the other party and shall use its best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.
- B. Assignment. Neither party shall have the right to assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the parties will substitute a new enforceable provision of like economic intent and effect.
- D. Waiver. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

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E. Notices. All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when (i) delivered personally; (ii) verified by facsimile confirmation; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. Such notices shall be in writing and delivered to the address set forth below, or to such other notice address as the other party has provided by written notice.

To Integrated Systems Corporation 10325 North Port Washington Road
Mequon, WI 53092
Phone: 262-240-7777
Fax: 262-240-7787
Attn: Contract Administration

To Client: City of Oelwein
20 2nd Ave. SW
Oelwein, IA 50662

- F. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes thereto, shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to conflict of law principles.
- G. Jurisdiction. All disputes arising out of or relating to this Agreement shall be submitted to the non-exclusive jurisdiction of the state and federal courts in Wisconsin, and each party irrevocably consents to such personal jurisdiction and waives all objections thereto.
- H. Headings. Section headings contained in this Agreement are inserted for convenience or reference only, shall not be deemed to be a part of this Agreement for any other purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- I. Independent Contractors. The relationship of the parties hereunder shall be that of independent contractors. Nothing herein shall be construed to constitute a partnership between or joint venture of the parties, nor shall either party be deemed the agent of the other or have the right to bind the other in any way without the prior written consent of the other.
- J. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
- K. Publicity. Client understands that Internet use, and related products and Services provided under this Agreement, may require registrations and related administrative reports which are public in nature. In addition Client agrees ISCorp may use Client's name as a Client reference, and as part of ISCorp's client portfolio.
- L. Entire Agreement. This Agreement, including any applicable Schedules, constitutes the complete and exclusive understanding of the parties with reference to the subject matter hereof, and supersedes all prior sales proposals, negotiations, agreements and other representations or communications, whether oral or written. If there is any conflict between the terms and conditions of client's purchase order (or any other purchase or sales document) and the terms and conditions of this Agreement, this Agreement shall control. This Agreement may be modified, replaced or rescinded only in writing, and signed by a duly authorized representative of each party.

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- M. Confidential Information. The performance of the duties contemplated under this Agreement and any associated Statement of Work (SOWs) may require ISCorp or Client, or both, to have access to information concerning the other party's business affairs, Clients, vendors, finances, properties, procedures, operations, techniques, trade secrets or other proprietary or business information (collectively referred to as "Confidential Information"). ISCorp and Client will not, directly or indirectly, use, disclose, or cause to be disclosed, any Confidential Information of the other party for any reason other than to carry out those purposes contemplated by this Agreement and any associated SOWs, except where compelled by law or securities requirements to disclose. ISCorp and Client agree that the restrictions described in Agreement and will remain in force during the term of this Agreement and thereafter unless and until such time as (a) the Confidential Information becomes generally available to the public through no fault of the nonowning. ISCorp and Client agree to require their employees and agents to protect Confidential Information in accordance with the terms of this agreement.
- N. Conflict of Interest; Nonsolicitation; Noncompete. (a) ISCorp will not offer nor give a gratuity of any type to any Client employee or agent. Likewise, Client will not offer nor give a gratuity of any type to any ISCorp employee or agent. (b) During the term of this Agreement and for a period of two years following the termination of this Agreement, Client will not, directly or indirectly, retain, hire or solicit for employment any employee, independent contractor or agent of ISCorp (collectively, an "ISCorp Agent") without the prior express written consent of ISCorp. Retaining, hiring or soliciting for employment any ISCorp Agent in violation of this provision will constitute a material breach of this Agreement and will entitle ISCorp, in addition to all other remedies for default provided for under this Agreement, be entitled to a decree of specific performance prohibiting Client from engaging in such conduct and to one immediate lump sum payment of funds from Client of an amount equal to ISCorp's opportunity lost over a two-year period. "Soliciting" means engaging in any communication with an ISCorp Agent concerning potential retention by or employment with Client or offering any ISCorp Agent a position as a Client employee or agent. ISCorp's "opportunity lost" means the difference between the amount of annualized revenue generated by or attributed to that employee or agent for ISCorp based on the six-month period immediately preceding such breach and the annualized amount ISCorp expended in compensation to the employee or agent over the same six-month period. In the event of such a breach, the lump sum payment will be made to ISCorp within 30 days of Client's retaining, hiring or soliciting an ISCorp Agent.

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EXHIBIT A ISCorp PROHIBITED USES POLICY

PROHIBITED USE POLICY FOR APPLICATION SERVICE PROVISIONING

The following actions are defined by ISCorp as "system abuse" and are strictly prohibited by ISCorp. The examples set forth in this list are not intended to be exhaustive and are provided solely as guidance for Clients. If any Client is unsure of whether a contemplated use or action is permitted, it is Client's responsibility to determine the permitted use by contacting ISCorp via the ISCorp helpdesk (<http://support.iscorp.com>). The following activities are expressly prohibited and could result in termination of the Agreement to which this Exhibit A is attached or suspension of the Services performed thereunder.

General

- Resale of ISCorp products and Services, unless expressly permitted in a separate written agreement with ISCorp.
- Using the facilities and capabilities of ISCorp or its Services to conduct any illegal activity or other activity that violates applicable law or regulation.
- Deceptive on-line marketing practices. The United States Federal Trade Commission has issued informative guidelines for proper on-line marketing schemes. For more information about the FTC guidelines review the Deception Policy Statement from the FTC.
- Violations of intellectual property rights. This includes, but is not limited to, the installation or distribution of illegal, "pirated," or other Software products that are not licensed, or legally utilized, by Clients.
- Violations of applicable privacy laws.

System and Network

- Introduction of malicious programs into the network or Server (e.g. viruses, worms, malware, Trojan horses, ransomware, etc.).
- Attempted or successful security breaches or disruption of network communication. Security breaches include, but are not limited to, accessing data of which Client is not an intended recipient or logging into a Server or account that a Client is not expressly authorized to access.
- Clients may not execute any form of network monitoring (e.g. packet sniffer, network scan) designed to (a) intercept data not intended for Client or its Clients or (b) otherwise access or copy ISCorp's infrastructure, security settings or systems.
- Clients may not do any type of vulnerability scanning or penetration tests without the express written consent of ISCorp.
- Clients may not share system or network credentials or passwords.
- Clients may not install any sort of remote access program (for example using the "logmein" application) or other host based VPN.
- Clients may not install any programs or run scripts used for exfiltration of data belonging to ISCorp or any other Client or client of ISCorp.

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- Attempts to circumvent authentication or security of any host, network, or account ("cracking").
- Attempts to interfere with or deny service to any user or any host (e.g. Denial of Service Attacks).
- Use of any program/script/command, or sending messages of any kind, designed to interfere with a third party terminal session, via any means, locally or via the Internet.

Billing

- Furnishing false or incorrect data on the signup form, hosting agreement, or online hosting order application.
- Attempts to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of ISCorp's products and Services

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EXHIBIT B SERVICES SCHEDULE

In accordance with the ISCorp Master Services Contract and this Service Contract, ISCorp will provide or cause to provide the following Services:

Description of Services

Services

ISCorp will install and implement Servers, storage and Software identified in each approved Service Contract. A representative list of base model implementation activities, Services and deliverables includes:

- Implementation and configuration of the required hardware and storage infrastructure.
- Provide the network infrastructure to host the Software.
- Provide the Operating Systems and any other required Software.
- Apply patches and updates to operating systems, databases, and 3rd party Software as requested by Client.
- Support the Software and related 3rd party Software as requested by Client.
- Establishment of all System(s) Monitoring and Alerting
- Provide Client Help Desk support
- Provide VPN access to allow Client's support team to access systems as needed.

Support for Client Systems and Software (Hosted by ISCorp):

ISCorp will provide support to the Authorized Users. Client will have access to ISCorp support via phone and support portal. Elements of Client support are:

- Help desk to respond to inquiries
- Issue tracking and resolution
- Response to 'Lights-Out' alarms
- Testing of system enhancements
- Consulting and system support on problem resolution
- Project Manager for enhancements
- Implementation and quality assurance for technology refreshes

System Operational Hours

- Operational Hours -7 days per week, 24 hours per day and 365 days per year (7x24x365) except during the performance of regular maintenance.
- Normal Usage Hours – M-F 7am to 6pm CST except for ISCorp Holidays.

System Service Availability

The Software Systems will be available 99.5% of the time during Operational Hours (excluding scheduled maintenance). Service interruptions will be calculated in 15 minute increments starting from the time that Client notifies ISCorp of the service interruption. Service availability is defined as the ability to ping and/or login to the Hosted Server.

Scheduled System Maintenance

Regular maintenance is performed outside of "Normal Usage Hours". ISCorp will provide written notice in advance of scheduled maintenance to be performed during "Normal Usage Hours".

Problem Communication and Resolution

- **Problem Communications** - Clients should use the notification method appropriate to the problem being reported:

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Problem Type	Problem Notification Method	Within Normal Usage Hours	Outside Normal Usage Hours
Emergency (Outage)	Call Emergency Support 800#	1 hour	3 Hours
Non-Emergency Service Request (New User, Delete User, etc.)	Submit to Helpdesk: https://www.iscorp.com/client-portal/	Next Business Day	Next business day

- Problem Resolution** – When contacted by ISCorp support, Software Application User shall identify the nature and criticality of the problem. ISCorp will use reasonable endeavors to ensure that support for Client's Software will be available to perform problem analysis and resolution to a level sufficient to meet the following targets for both critical and non-critical problem resolution.

Problem Type	Problem Analysis	Problem Resolution
Critical 1	90% within 3 hours	90% within 1 day
Critical 2	90% within 8 hours	90% within 3 days
Critical 3	90% within 2 days	90% within 10 days
Non-Critical	90% within 1 week	Best Effort

A "Problem Type" is defined as follows:

- Critical 1** - Client is unable to perform a critical business function of a nature that has a significant material, adverse affect on Client's normal business activities that is caused by a defect or deficiency of ISCorp's or its Subcontractor's systems, equipment, products and/or Services. **Client does not have any reasonable workaround for this critical business function.**
- Critical 2** - Client is unable to perform a critical business function of a nature that has a material, adverse affect on Client's normal business activities that is caused by a defect or deficiency of ISCorp's or its Subcontractor's systems, equipment, products and/or Services. **Client has a short-term interim workaround available to perform this critical business function.**
- Critical 3** - Client is unable to perform a business function of a nature that has a manageable material, adverse affect on Client's normal business. **Client does have an interim workaround available to perform the business function. The problem will be remedied in accordance with ISCorp's business priorities.**
- Non-Critical** – Client is unable to perform a business function that has a limited material, adverse affect on User's normal business. Client does have an interim workaround available to perform this business function. The problem will be remedied in accordance with ISCorp's business priorities.

Escalation

Critical problems that are not resolved within the identified problem resolution windows will be escalated to management for review and resolution as follows:

Problem Type	Escalation 1	Escalation 2	Escalation 3
Critical 1	3 hrs: Product Manager	6 hrs: VP Support	1 day: VP Support, CTO
Critical 2	1 day: Product Manager	2 days: VP Support	3 days: VP Support, CTO
Critical 3	5 days: Product Manager	10 days: VP Support	15 day: VP Support, CTO

Incident Reporting

Following a critical problem, Client may request from ISCorp an Incident Report. When requested, ISCorp will provide Client an Incident Report identifying the nature of the problem, the steps that were taken to resolve the problem and any steps planned to prevent such a problem from occurring in the future. Incident Report to be provided to Client within one week of request