



## Master Service Agreement and Statement of Work Addendum

**THIS Master Services Agreement and Statement of Work Addendum (“Addendum”)** hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [www.civicplus.com/master-services-agreement], and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Fenton, MO. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1.  
**. AMENDMENTS**

The terms and conditions of the Agreement are hereby amended as follows:

MSA #31 Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §31. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

MSA #34 The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

### Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

**Client**

**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: