

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Sweet Home, OR 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. 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 service(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.

Customer 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: (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 citizens over the web, and (4) For backup 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 request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice 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 will require that a new Service(s) Agreement be signed by 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:

Prior to the expiration of the initial 4-Year Term, either party may terminate this Agreement by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should the Customer terminate any part of the application(s) and or service(s) 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.

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, 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. MISCELLANEOUS PROVISIONS:

This agreement will be governed by and construed in accordance with the laws of the state of Utah. Any legal action or proceeding related to this agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION (Community Development):

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (required) _____ 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).

11. CUSTOMER IMPLEMENTATION INFORMATION (Public Works):

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

12. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

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

13. ACCEPTANCE:

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

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Sweet Home, OR	Population- 10,206
1400 24th Avenue, Sweet Home, OR 97386, USA	Prepared by: Ben Freeman, Ryan Bundy, and Matt Randall

Annual Subscription Fees

<u>Application(s) and Service(s)</u>
Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track activities and follow ups -Configurable violations & fees, track payments -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free letters, utilizing iWorQ's template library, and up to 3 custom letters -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) Portal Home *Code Enforcement Portal -Allows for submitting code enforcement issues online and viewing code cases on the map -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Custom Forms -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -Ensures better communication with citizens and allows for easy interaction GIS RestServices Community Development 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.
2. The Rest Service data contains the information needed for system functionality and field types match.
- a. The format of that data must conform to iWorQ Systems

* 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

Public Works Package (Infrastructure)

Package includes:

- * Work Management
- * Sign Management
- * Pavement Management
- * Water Management
- * Sewer Management

- Track and manage work by location using OpenStreetMap
- Work order scheduling and templates
- Track labor, inventory, parts, and material
- Track work completed and maintenance history
- Set maintenance, inspection, and work order schedules
- Inspection Routing
- Track sign location, MUTCD, condition, reflectivity, work orders etc.
- Remaining service life (RSL), next treatment, 5-year budget etc.
- 3 scheduled reports
- Road layer on OpenStreetMap with color by lookup
- Sign layer displayed on OpenStreetMap
- Includes 9 Water capital asset layers on OpenStreetMap (Hydrants, Lines, Valves etc.)
- Includes 5 capital asset layers on OpenStreetMap (Lines, Manholes, Pumps etc.)

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.

2. The Rest Service data contains the information needed for system functionality and field types match.

a. The format of that data must conform to iWorQ Systems

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\$500 (subject to change at the discretion of iWorQ) to set up REST service beyond the stated 30-day deadline.

- * Available on any computer, tablet, or mobile device using Chrome browser
- * OpenStreetMap - Ability to track point and line layers
- * Quarterly GIS Updates
- * Configurable dashboard, fields, and reports
- * Includes Sensitive File Uploads (if needed)

Stormwater Package

Package includes:

***Work Management**

- Track and manage work by location using OpenStreetMap
- Work order scheduling and templates
- Track labor, inventory, parts, and material
- Track work completed and maintenance history

***SWPPP Permit Management**

- Issue permits (SWPPP)
- Track and manage inspection schedules
- Unlimited access to iWorQ's template library, including 3 custom letters

***Capital Asset Management**

- Track location, inspections, maintenance, and work orders for MS4 compliance
- Track up to 8 asset layers (i.e. Catch basins, Inlets, outfalls, Lines.),
- Additional attribute data for each capital asset is \$500 annually.
- Set maintenance, inspection, and work order schedules
- Manage and reduce illicit discharge
- Inspection Routing

* Available on any computer, tablet, or mobile device using Chrome

browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Includes Sensitive File Uploads (if needed)		
Citizen Engagement Package Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS. Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.		
Fleet Management Package Includes: *Fleet Management *Work Order Dashboard *Internal Fleet Request Fleet Management: -Available on any computer, tablet, or mobile device using Chrome Browser -Fuel log tracking and uploads with a CSV or TXT file -Work orders for employee cost, inventory, and purchase order tracking -Manage and maintain a maintenance schedule -Inventory management - having the capability to track and maintain parts you keep on hand -Configurable dashboard, fields, and reports Fleet Request: -Mechanics/Employees have the ability to put in a vehicle maintenance request through the portal. -Web form/Link for mechanics/employees. -Search ability for mechanics/employees for previous maintenance requests. -Ability to create work orders from the vehicle maintenance requests. -Configure reports from maintenance requests. -Includes Sensitive File Uploads (if needed)		
Subscription Fee Total (This amount will be invoiced each year)	\$33,000	Annual

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

<u>Service(s)</u>	<u>Billing</u>
Implementation and Setup	Year One
Up to 5 hours of GIS integration and data conversion	Year One
Data Conversion	Year One

Grand Total Due Year 1		\$55,100	Year One Total
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