



# Service Agreement

For iWorQ Applications and Services

## Prepared for:

City of Willowick, OH  
City Hall 30435 Lake Shore Blvd. Willowick OH  
44095  
Population: 14204.0

## Prepared by:

Brady Hunsaker  
iWorQ Systems

New Agreement ID:  
Agreement ID: 260502

Updating Agreement:



## AMENDMENTS & EXCEPTIONS

### AMENDMENTS AND EXCEPTIONS TO STANDARD SERVICE AGREEMENT

This section outlines approved amendments and exceptions to standard terms. In the event of a conflict, the terms in this section shall supersede the standard terms of this Agreement, but only to the extent expressly stated herein. All other provisions of the Agreement remain unchanged and fully enforceable.

#### ***Amendment - Credit Billing Terms***

#### **Credit Billing Terms**

##### **Recurring Fees:**

Initial Invoice Date	Credit Amount	Invoice Total	Invoice Purpose	Initial Service Period
2026-05-01	\$5,230.00	\$7,020.00	Credit Applied Invoice	2026-02-01 - 2027-01-31
Standard Invoice Date	Invoice Total		Invoice Purpose	First Year Service Period
2026-02-01	\$12,250.00		Annual Invoice	2026-02-01 - 2027-01-31

#### **Setup Fees**

Standard Invoice Date	Amount	Invoice Purpose	Service Period
2026-05-01	\$500.00	Agreement Setup Amount	60 Days after Kickoff



City of Willowick, OH hereafter 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 iWorQ application(s) and service(s) including the application(s) and service(s) listed in 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. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

### **4. CUSTOMER DATA:**

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. iWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).



Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers 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 for: (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 citizen over the web, and (4) For 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 requests are typically handled the same day. iWorQ provides "Service NOT Software".

## **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices 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 the 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:**

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. 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. 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:**

#### **Primary Implementation Contact:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell (required): \_\_\_\_\_

Email: \_\_\_\_\_

#### **Secondary Implementation Contact:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell (required): \_\_\_\_\_

Email: \_\_\_\_\_



## 11. CUSTOMER BILLING INFORMATION:

**Billing Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Office Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PO #:** \_\_\_\_\_ **Tax Exempt ID # (required):** \_\_\_\_\_

Note: If a tax-exempt number is not provided, a 10% service increase will be added to the yearly invoice.

## 12. ACCEPTANCE:

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

**Signature:** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Office Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

*Unless otherwise stated, Service Period starts the first day of the month after signature and Effective Date.*



**APPENDIX A**  
**APPLICATIONS, SERVICES AND PRICING SCHEDULE**

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## Standard Billing Terms

### Recurring Revenue:

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	\$12,250.00	Annual Invoice	2026-02-01 - 2027-01-31

### Setup Revenue

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	\$500.00	Agreement Setup Amount	60 Days after Kickoff

### Annual Subscription Fees

Application ID	Application Name	Standard Price	Agreement Pricing
600	Permit Management	\$5,500.00	\$5,500.00
400	Code Enforcement	\$0.00	\$0.00
1100	Entity Management Contractor	\$0.00	\$0.00
1100	Entity Management Business	\$3,250.00	\$3,250.00
1700	Rental Licensing	\$3,500.00	\$3,500.00
	Payment Processing (Payroc)	\$0.00	\$0.00

**Subscription Fee Total (This amount will be invoiced each year) \$12,250.00**

### One-Time Setup

Service(s)	Agreement Price
Implementation and Setup Cost (Year 1)	\$500.00





Recurring Agreement Pricing	\$12,250.00
Agreement Setup	\$500.00
<b>Total Due Year 1</b>	<b>\$12,750.00</b>

## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date.
- II. This Subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

## UPGRADE AND ADD-ON NOTES

- I. This agreement combines existing services totaling \$ \_\_\_\_\_ with proposed added services totaling \$ \_\_\_\_\_ for a new annual total of \$12,250.00.



## APPENDIX B PRODUCT DESCRIPTIONS

### Package(s) Purchased

ComDev	Licensing
Community Development Basic	Entity Basic, Rental Department

### Product Descriptions

Application / Feature	CD Basic	CD Department	CD Enterprise
Permit	x	x	x
Code	x	x	x
Available on Multiple Device Types	x	x	x
Configurable Reporting	x	x	x
Track Fees & Payments	x	x	x
Inspections & Plan Review Tracking	x	x	x
Sensitive File Uploads	x	x	x
OpenStreetMap w/ Quarterly Updates	x	x	x
Access to iWorQ Letter Template Library	x	x	x
25mb Upload / 100GB Usage*	x	x	x
3 Custom Letters*	x	x	x
3 Custom Web Forms*		x	x
Online Portal		x	x
Online Citizen Messaging		x	x
Card Processing			x
Contractor Status Updates via Text			x
Configurable System Workflows			x
iWorQ Notifications			x
Code Activity Reminders via Text			x



Application / Feature	CD Basic	CD Department	CD Enterprise
Permit Inspection Reminders via Text			x
Inspection Routing			x
Access to 24 Standard Web Form Templates			x
3 Scheduled Reports*			x
GIS REST Services**			x

\* Available for Expansion Purchase

\*\* External Dependency

Application / Feature	Rental Basic	Rental Department	Rental Enterprise
Track Locations and Licenses	x	x	x
License Types	1	10	Unlimited
Selection of 3 Location Types	x	x	x
Available on Multiple Device Types	x	x	x
Renewal & Invoicing	x	x	x
Configurable Reporting	x	x	x
Track Fees & Payments	x	x	x
Inspections Tracking	x	x	x
Inspection Routing	x	x	x
Sensitive File Uploads	x	x	x
OpenStreetMap w/ Quarterly Updates	x	x	x
Access to iWorQ Letter Template Library	x	x	x
25mb Upload / 100GB Usage*	x	x	x
3 Custom Letters*	x	x	x
Online Portal	x	x	x
3 Custom Web Forms*	x	x	x
3 Custom Online Renewal Forms*	x	x	x
Card Processing	x	x	x
Check AirBNB / VRBO		x	x



Application / Feature	Rental Basic	Rental Department	Rental Enterprise
Access to Standard Web Form Templates		x	x
Code Complaints			x
Complaint Portal			x
iWorQ Notifications			x
3 Scheduled Reports*			x

\* Available for Expansion Purchase

**Entity Type(s):** Business Entity, Contractor Entity

Application / Feature	Entity Basic	Entity Department	Entity Enterprise
Track Entities and Licenses	x	x	x
Available on Multiple Device Types	x	x	x
Configurable Reporting	x	x	x
Track Fees & Payments	x	x	x
Inspections Tracking	x	x	x
Sensitive File Uploads	x	x	x
OpenStreetMap w/ Quarterly Updates	x	x	x
Access to iWorQ Letter Template Library	x	x	x
25mb Upload / 100GB Usage*	x	x	x
3 Custom Letters*	x	x	x
License Types	1	10	Unlimited
Invoice Renewal/Invoice RDL Generation	Standard	1 Customizable	2 Customizable
Online Portal		x	x
3 Custom Web Forms*		x	x
3 Custom Online Renewal Forms*		x	x
Access to Standard Web Form Templates			x
Card Processing			x
Configurable System Workflows			x



<b>Application / Feature</b>	<b>Entity Basic</b>	<b>Entity Department</b>	<b>Entity Enterprise</b>
Inspection Routing			<b>x</b>
iWorQ Notifications			<b>x</b>
GIS Rest Services**			<b>x</b>
3 Scheduled Reports*			<b>x</b>
Compare Business Records to Records Found Online			<b>x</b>

\* Available for Expansion Purchase

\*\* External Dependency