EDOiQ Terms of Service Agreement

EDOiQ is a complete software solution designed by economic developers for planning, managing, collaboration, and reporting on credits and incentives projects throughout their lifecycle. An all-inclusive toolset for organizations to track projects of all sizes to manage the relationships that drive maximum return for your community. Collaborate with stakeholders to identify, forecast, manage, and report on projects of all types. EDOiQ empowers users with the tools for RFI & Lead Management, Economic Impact Analysis, Project & Relationship Management, Incentive Tracking & Alerts, Document Management and Comprehensive Dashboards & Reporting. Additional services could include Site Selection, Incentive Advisory, and Compliance/Data Management.

These Terms of Service constitute an agreement (this "Agreement") by and between Unifyi LLC, a sister company of KE Andrews, a Texas corporation whose principal place of business is 2424 Ridge Road, Rockwall, Texas 75087 ("Vendor") and Wolfforth Economic Development Corporation ("Customer") whose principal place of business is 302 Main Street, Wolfforth, TX 79382. This Agreement is effective upon execution by both parties (the "Effective Date"). Customer's use of Vendor's "EDOiQ Software" (as defined below in Section 1.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "AUP" means Vendor's acceptable use policy.

1.2. "Customer Data" means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer's Users.

1.3. "Documentation" means Vendor's standard manual related to use of the System.

1.4. "Excluded Data" means any data or content that (a) is "personally identifiable information" or "protected health information" as may be defined by applicable law; (b) Customer does not have the legal right to input into the System; or (c) is not permitted under the AUP.

1.5. "Instance" means an online account to access the System, executed as follows: www.edoname.edo-iq.com

1.6. "Intellectual Property Rights" or "IPR" means the rights associated with the following anywhere in the world: (a) patents and utility models, and applications therefore (including any continuations, continuations-in-part, divisionals, reissues, renewals, extensions or modifications for any of the foregoing) ("Patents"); (b)

trade secrets, Know-how and all other rights in or to confidential business or technical information ("Trade Secrets"); (c) copyrights, copyright registrations and applications therefore, moral rights and all other rights corresponding to the foregoing ("Copyrights"); (d); databases and data collections (including knowledge databases, customer lists and customer databases) under the laws of any jurisdiction, whether registered or unregistered, and any applications for registration; (e) trademarks, tradenames, trade dress and service marks, whether registered or unregistered and the goodwill appurtenant to each ("Trademarks") and any similar, corresponding or equivalent rights to any of the foregoing (a)-(e).

1.7. "System" means Vendor's EDOiQ cloud-based platform.

1.8. "SLA" means Vendor's standard service level agreement as defined in Exhibit B.

1.9. "Term" is defined in Section 11.1 below.

1.10. "User" means any individual who uses the System on Customer's behalf or through Customer's account name(s) and password(s), whether authorized or not.

2. THE SYSTEM.

2.1. Use of the System. During the Term, Customer may access and use the System pursuant to the terms of this agreement for any active and current subscription(s).

2.2. Service Levels. Vendor shall provide the remedies listed in the SLA for any failure of the System listed in the SLA. Such remedies are Customer's sole remedy for any failure of the System, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.

2.4. System Revisions. Vendor may revise System features and functions or the SLA at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the System materially reduces features or functionality provided pursuant to an Instance, Customer may within 30 days of notice of the revision terminate such Instance, without cause, or terminate this Agreement without cause if such Instance is the only one outstanding. If any such revision to the SLA materially reduces service levels provided pursuant to an outstanding Instance, the revisions will not go into effect with respect to such Instance until the start of the Term beginning 45 or more days after Vendor posts the revision and so informs Customer.

3. SYSTEM FEES. Customer shall pay Vendor the fee set forth for each applicable Instance (the "Subscription Fee") for each Term as defined in Exhibit A.

4. CUSTOMER DATA & PRIVACY.

4.1. Use of Customer Data. Unless it receives Customer's prior written consent or as otherwise expressly set forth herein, Vendor: (a) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation Vendor's other customers, except subcontractors of Vendor that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

4.2. Privacy Policy. Vendor has a Privacy Policy applicable to its website. In the event of any conflict between the Privacy Policy and these Terms, the Terms shall control. Vendor's Privacy Policy applies only to the System and visitors to our website ("Site") and does not apply to any third-party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.

4.3. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Vendor offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

4.4. Data Accuracy. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.

4.5. Data Deletion. Vendor may permanently delete Customer Data if Customer's account is delinquent, suspended, or terminated for 90 days or more.

4.6. Excluded Data. CUSTOMER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN ANY LAW APPLICABLE TO EXCLUDED DATA OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

4.7. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 4, Vendor may reproduce or utilize Aggregate Data in any way, in its sole discretion, provided customer does not opt out. "Aggregate Data" refers to Customer Data that has been stripped of any information that would identify the Customer or individual to whom the data pertains, including but not limited to the names and addresses of Customer and any of its Users or customers.

5. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

5.1. Acceptable Use. Customer (and each User) shall comply with the AUP. Customer shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; or (d) access the System in order to build a competitive

product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. Additionally, Customer shall not reverse engineer, data scrape or otherwise attempt to copy the System. In the event that Vendor suspects any breach of the requirements of this Section 5.1, including without limitation by Users, Vendor may suspend Customer's access to the System without prior notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Customer or any User or other third party for violating the AUP, this Section 5.1, or this Agreement, but Vendor is free to take any such action it sees fit.

5.2. <u>Unauthorized Access</u>. Customer shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer shall notify Vendor immediately of any known or suspected unauthorized use of the System, breach of its security or passwords and shall use best efforts to stop said breach.

5.3. <u>Compliance with Laws</u>. In its use of the System, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

5.4. <u>Users & System Access</u>. Customer is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any authorized use of the System through Customer's account, or any unauthorized use of the System through Customer's account resulting from Customer's negligence.

6.   IPR & FEEDBACK.

6.1. <u>IPR with respect to the System</u>. Vendor owns and retains all right, title, and interest in and to the System and all IPR with respect thereto including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant Customer any IPR license or rights in or to the System or any of its components. Customer recognizes that the System and its components (including without limitation, look and feel) are protected by copyright and other laws. EDOiQ is trademark of Vendor.

6.2. <u>Feedback</u>. Customer may elect to provide Feedback (as defined below) to Vendor with respect to the System. Feedback is not considered Confidential Information of Customer or Users and Vendor is free to use, commercialize, disclose, publish, keep secret, or otherwise exploit Feedback in Vendor's discretion, without compensating or crediting Customer or the User in question. ("<u>Feedback</u>" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

7.   CONFIDENTIAL INFORMATION.
"<u>Confidential Information</u>" refers to the following items Vendor discloses to Customer: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure in person, provided Vendor confirms such designation in writing

within 10 business days; (c) the Documentation whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a Trade Secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) Customer can demonstrate was in its possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Vendor. Customer acknowledges that the Vendor Confidential Information may include Vendor's valuable Trade Secrets.

7.1. Nondisclosure. Customer shall not use Confidential Information for any purpose other than internal meetings and communications (the "Purpose"). Additionally, except as otherwise provided herein, Customer: (a) shall not disclose Confidential Information to any contractor of Customer unless such person needs access in order to facilitate the Purpose and first executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 7 with Vendor as a third party beneficiary thereof; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law, specifically including the Texas Public Information Act, or by proper legal or governmental authority. Customer shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.

7.2. Injunction. Customer agrees that breach of this Article 7 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 7.1 above (*Nondisclosure*) will not terminate; additionally, such obligations related to Confidential Information constituting Vendor's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Subject to applicable document retention law and/or policy, upon termination of this Agreement, Customer shall return all copies of Vendor Confidential Information (including Documentation) to Vendor or certify, in writing, the destruction thereof.

7.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor retains all right, title, and interest in and to all Confidential Information.

7.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this

Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8. REPRESENTATIONS & WARRANTIES.

8.1. <u>From Vendor</u>. Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 8.1, Vendor, at its own expense, shall promptly take one of the following actions: (a) secure for Customer the right to continue using the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. The option selected shall be in the discretion of Vendor. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 8.1 and for potential or actual intellectual property infringement by the System.

8.2. <u>From Customer</u>. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law and (d) it shall not directly or indirectly upload to the System any computer virus or malicious code.

8.3. <u>Warranty Disclaimers</u>. Except to the extent set forth in the SLA and in Section 8.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING,

COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

9.   INDEMNIFICATION. To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Vendor and the Vendor Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the System, including without limitation: (a) claims by Users or by Customer's employees, as well as by Customer's own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the System through Customer's account, including without limitation by Customer Data; and (d) claims that use of the System through Customer's account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. (The "Vendor Associates" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

10.   LIMITATION OF LIABILITY.
10.1. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
10.2. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 10 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 VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 10, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 10 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

11.   Term & Termination.
11.1. Term. The term of this Agreement (the "Term") will commence on (the "Effective Date") and continue for the period set forth in the agreement or, if none, for 1 Year. Thereafter, the Term will renew for

successive 1 year periods, unless either party elects not to renew by written notice 30 or more days before the renewal date.

11.2. Termination for Cause. Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.

11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 6 (*IP & Feedback*), 7 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. MISCELLANEOUS.

12.1. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

12.2. Notices. Vendor may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 72 hours after they are sent. Customer may send notices pursuant to this Agreement to support@edo-iq.com and such notices will be deemed received 72 hours after they are sent.

12.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

12.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. A Change of Control of Customer (defined as a change whereby more than 50% of the beneficial ownership of Customer is changed in a twelve month period) shall be considered an assignment by Customer. Except to the extent prohibited in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

12.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit

written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

12.7. <u>Choice of Law & Jurisdiction</u>: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of <u>Texas</u>, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of <u>Collin County</u>, <u>Texas</u>. This Section 12.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

12.8. <u>Conflicts</u>. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

12.9. <u>Construction</u>. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

12.10. <u>Technology Export</u>. Customer shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

12.11. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

12.12. <u>Amendment</u>. Vendor may amend this Agreement from time to time by sending Customer written notice thereof. Such amendment will be deemed accepted and become effective <u>30 days</u> after such notice (the "<u>Proposed Amendment Date</u>") unless Customer first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 12.12, Vendor may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER	VENDOR
Wolfforth Economic Development Corporation	EDOiQ / Unifyi
Signature:	**Signature:**
Name:	**Name:** Josh Blachly
Title:	**Title:** Chief Financial Officer
Date:	**Date:**

Exhibit A

Fees

EDOiQ Economic Development Software Subscription Fees

Implementation fee:

N/A

Payment Amount:

$5,000.00 USD

Payment Terms

Annual

Invoice Date Terms

September 2024 - August 2025

Contact to be EDOiQ System Administrator:

Name:

Email:

☐ **Project Data Entry Management (optional)**
Separate SLA and Fee Required

☐ *Tax Exempt?*
Please attach form below. You can also provide a copy via email to jblachly@unifyi.ai

Exhibit B
Service Levels

Availability (excluding scheduled maintenance)	99% per month	
Response Time Service Levels to Support Requests		
Severity Type	**Hours**	**Response Time Target**
Severity 1 – Critical A reproducible Error is rendering the Company Service or any material functions thereof unavailable.	365 X 24 X 7	60 Minutes
Severity 2 – Urgent An Error is causing a material, negative effect on the Company Service or any material functions thereof unavailable.	365 X 24 X 7	90 Minutes
Severity 3 – Standard There is a reported problem with the Company Service for a limited population of end users.	9 a.m. – 6 p.m. each business day	4 Hours
Other	9 a.m. – 6 p.m. each business day	N/A

Status updates will be provided in accordance with the following until the issue is resolved:

	CRITICAL **Severity One**	**URGENT** **Severity Two**	**Standard** **Severity Three**	**LOW** **Severity Four**
Status update	Every 60 minutes until problem is resolved or severity level is changed	Every 2 hours until the problem is resolved or severity level is changed	Every 8 hours until the problem is resolved or severity level is changed	Every 48 hours until the problem is resolved or severity level is changed