

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact Ryan Cannon Title Town Manager
 Office Phone 317.272.0948 Cell _____ Email rcannon@avonindiana.gov
 Secondary Implementation Contact Suzanne Hardy Title Ex. Assistant
 Office Phone 317.272.0948 Cell 317-954-6697 Email shardy@avonindiana.gov

11. CUSTOMER BILLING INFORMATION:

Billing Contact Suzanne Hardy Title Ex. Assistant
 Office Phone 317.272.0948 Cell _____ Email shardy@avonindiana.gov
 PO# _____ (if required) Tax Exempt ID # _____

12. 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 Ryan Cannon Effective Date: 8-2-2024

Printed Name Ryan Cannon
 Title Town Manager
 Office Number 317.272.0948
 Cell Number 317.231.8849



IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Avon, IN hereafter known as ("Customer"), enters into THIS SERVICE(S) 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 authorize 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 document 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 data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

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 3-YEAR TERM (the "Initial 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 Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should 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 renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that 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 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.

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Avon, IN	Population- <u>16960</u>
6570 E US Highway 36 Avon, IN 46123	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Basic) *Permit Management *Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	\$5,197.00 \$4,250.00	Annual
Payment Processing (Payroc) - Online Credit/debit card processing - Payments are recorded and tracked in iWorQ - iWorQ's reporting tool can track all historical transactions	\$1,000.00	Annual
Permit Management - Planning and Zoning - Available on any computer, tablet, or mobile device using Chrome browser - Notifications can be sent from GIS map inside iWorQ - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Reporting - Quarterly parcel upload - Includes unlimited access to 15 letter templates and 3 custom letters	\$3,750.00 \$2,500.00	Annual
Plan Review Management - Draw & annotate on plans - Save data in layers on plans - Place watermarks and stamps on plans	\$500.00	Annual
Premium Data Package - Allows for 25MB file upload size - Provides 100GB of storage	\$500.00	Annual
Additional Letters - Adds additional letters to the account equal to the amount listed under item IV in the notes section below	\$2,200.00 \$0.00	Annual
Large File Upload - Custom - Increases upload size capabilities to the amount listed under item IV below.	\$1,000.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$9,750.00	

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

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
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NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective 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.
- IV. This agreement includes a total of 25 Letters and a file upload size of 100GB.
- V. This agreement combines existing services totaling \$9,250 with proposed added services (100MB upload) totaling \$500 for a combined annual total of \$9,750. Added services may be prorated.