

Motion By: Hartwig

Second By: Thiel

Resolution 2023-12- 82

Approval of \$4,400 of Information Technology budget for Infosec IQ security awareness training/testing program.

WHEREAS, Lincoln County Board of Supervisors recognizes that cybersecurity risks are highly prevalent and potentially highly negatively impactful to Lincoln County operations; and

WHEREAS, regularly scheduled and up-to-date security awareness training and testing for employees and Elected Officials can be a significant factor and effective tool in educating users in order to limit cybersecurity risks; and

WHEREAS, statistics have shown that 70% of data breaches involved the human element in 2023, this as reported by Verizon <https://www.verizon.com/business/resources/reports/dbir/>

WHEREAS, the low cost of the proposed platform does not require any increases to tax levy from the Information Technology current or future budgets as it can be absorbed through the realization of other savings within the budget.

WHEREAS, the Information Technology Director, Emergency Management Director, and the Administrative and Legislative Committee support the usage of Information Technology's budget and human resources to implement, maintain, and administer this organization-wide platform and associated programs, known as Infosec IQ, according to the terms of the attached agreement.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors, based on the recommendation of the Administrative and Legislative Committee approve \$1,000 from the Information Technology 2023 budget for implementation costs and \$680 in each of the next five (5) budget years to maintain and administer this security awareness platform, Infosec IQ.

Dated: November 29, 2023

Authored by: Angela Cummings
Co-Sponsored by: Greg Hartwig, Jesse Boyd
Committee: Administrative & Legislative

Committee Vote: 7-0 Date Passed: 12/6/2023
Fiscal Impact: \$1,000 from 2023 IT budget. \$680 annually from IT 2024-2028 budgets. No increase in tax levy necessary.


Drafted by: Travis Spoehr

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

STATE OF WISCONSIN)
) SS
COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

December 19, 2023


Christopher J. Marlowe
Lincoln County Clerk



INFOSEC™

Company Address Cengage Learning Inc., DBA Infosec
5191 Natorp Blvd.
Mason, OH 45040
US

Quote Number 00253536
Created Date 10/10/2023
Expiration Date 11/10/2023

Prepared By Seth Kilkelly
Phone (608) 423-6380
Email seth.kilkelly@cengage.com

Account Name Lincoln County - State of Wisconsin
Contact Name Travis Spoehr
Contact Phone 7155391000
Contact Email travis.spoehr@co.lincoln.wi.us

Bill To Name Lincoln County, WI
Bill To 1110 E. Main Street, Suite 205
Merrill, WI 54452
US

Ship To Name Lincoln County, WI

Product	Sales Price	Quantity	Subtotal
Infosec IQ - Enterprise - State of Wisconsin	USD 2.72	250.00	USD 680.00
Infosec IQ Implementation Professional Services	USD 1,000.00	1.00	USD 1,000.00

Contract Length (months) 60
Grand Total USD 4,400.00

Payment

Amount Due USD 4,400.00

Payment Terms Net 30

Subject to Infosec License Agreement: <https://securityiq.infosecinstitute.com/Users/tos>

All prices in US Dollars.

Infosec License Agreement

Terms & Conditions

This LICENSE AGREEMENT ("Agreement") is a binding legal agreement between You and Infosec, a part of Cengage Learning, Inc., with a principal place of business at 5191 Natorp Blvd, Mason, OH 45040 ("Infosec Institute"). For Purposes of this Agreement, "You" and "Your" refer to the entity on behalf of whom the Service will be used and on whose network the Service will be deployed.

This Agreement governs Your use of the Service. By clicking "I Agree" below or executing a Statement of Work with Infosec Institute, You acknowledge that you have read and understand this Agreement; have the right, power, and authority to enter into this Agreement; and agree to be bound by the terms and conditions of this Agreement as of the date and time You enter into this Agreement ("Effective Date"). The individual who clicks "I Agree" or executes a Statement of Work with Infosec Institute represents and warrants that he/she has the authority to bind You to the terms of this Agreement.

InfoSec Institute provides the software solely on the terms and conditions set forth in this Agreement and on the condition that You accept and comply with them. If You do not agree with the terms and conditions of this Agreement, You are not authorized to access or use the Service.

I. Definitions

For the purposes of this Agreement:

- A. "AwareEd Materials" means the Infosec IQ AwareEd content, consisting of modules of Security Awareness Training, as further described at <https://securityiq.infosecinstitute.com/>.
- B. "Skills Materials" means the Infosec Skills content, consisting of online courses, labs, modules, and training materials, as further described at <https://www.infosecinstitute.com/skills/>.
- C. "Learners" means Your employees, employees of Your subsidiaries, and their authorized contractors and agents at any of Your office locations
- D. "PhishSim Service" means the Infosec IQ Phishing Service for phish-testing Learners, as described further at <https://securityiq.infosecinstitute.com/>.

E. "Infosec IQ Platform" means the web-based Infosec IQ network platform through which InfoSec Institute hosts the AwareEd Materials and the portal for the PhishSim Service, accessible via the current list of supported internet browsers.

F. "Infosec Skills Platform" means the web-based Infosec skills platform through which InfoSec Institute hosts the Skills Materials, accessible via the current list of supported internet browsers.

G. "Statement of Work" or "SOW" means a statement of work document, or other ordering document, that memorializes the specific Services to be purchased by You and provided by Infosec Institute, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services.

H. "Ecommerce Purchase" means Your online purchase of specific Services through the official Infosec Institute website, which indicates pricing, Your payment, the authorized number of Learner licenses You have selected, and term for the selected Services. I. "Service(s)" means the following service offerings and/or subscriptions as and to the extent selected through Your Ecommerce Purchase or as indicated on the Statement of Work (as applicable): (i) the Infosec IQ Platform, which includes access to and use of the AwareEd Materials and the PhishSim Service and/or (ii) the Infosec Skills Platform, which includes access to and use of the Skills Materials.

II. License

A. Subscription License; Permitted Number of Users; Intended Purposes Only. Subject to the terms and conditions of this Agreement, Infosec Institute hereby grants to You a limited, non-exclusive, non-sublicensable, non-transferable subscription license under Infosec Institute's rights in the Service as selected through Your Ecommerce Purchase or as indicated on the Statement of Work to access and use the Service through the Infosec IQ Platform and/or Infosec Skills Platform (as applicable) for the Term of this Agreement (including the Initial Term and any Renewal Periods, as defined in Section IV below). Such license is limited to the modules and features of the AwareEd Materials, PhishSim Service, and Skills Materials, and the number of Learners, selected by You through Your Ecommerce Purchase or as indicated on the Statement of Work that You have executed. Upon request and via the Infosec IQ Platform and/or the Infosec Skills Platform, InfoSec Institute will make available a copy of such selections. Your and Your Learners' access to and use of the Service shall be for Your internal business purposes only, within Your office locations, and solely for the Service's intended purposes. The

Service(s) will be provided in English, unless otherwise indicated through Your Ecommerce Purchase or on the Statement of Work.

B. Administration of License. Client's license to the Service will be administered through individual, named Learner licenses. Client will have the number of individual Learner licenses set forth as selected through Your Ecommerce Purchase or as indicated on the Statement of Work. A Learner license will be counted against Client's total allotment of Learner licenses upon a Learner profile being created through the Infosec IQ Platform and/or Infosec Skills Platform, as applicable, for a given individual Learner. Each Learner license and Learner profile may only be used by the individual person for whom the profile was created. Client will ensure that all Learners understand and comply with this Agreement, and will have responsibility for the actions and omissions of all Learners as though such actions and omissions were Client's own. Client will immediately notify Infosec of any unauthorized usage or other noncompliance with this Agreement.

C. Changes to Scope of License. The parties may during the term of this Agreement modify the scope of Your license only by mutual written agreement. However, You may choose during the term of this Agreement to add additional Learner licenses for the Services to which You are already subscribed. Such licenses shall be added to Your total allotment of Learner licenses as follows: (1) You may increase Your allotment of Learner licenses by logging into Your user admin profile and updating your allotment of Learner licenses for the Services or by providing written notice to Infosec Institute and entering into an updated Statement of Work ; (2) InfoSec Institute will then provide an invoice or direct You to a web payment form setting forth the per-Learner Subscription Fee for the additional Learner licenses You have requested. Once You pay the fee, the requested additional Learner licenses will be automatically added to Your allotment. The additional Learner licenses will run concurrently with the then-current Initial or Renewal Term, and will end when such Term expires. Adding additional Learners to the license will not extend the end date for the license. Notwithstanding the foregoing, should Infosec Institute become aware of Your exceeding the agreed upon total allotment of Learner licenses, Infosec Institute may invoice You for each Learner license exceeding the agreed upon total allotment of Learner licenses at Infosec Institute's then-current Service Subscription Fees. You shall pay such invoice in accordance with Section V.B. Your failure to pay such invoices in a timely manner may result in Infosec Institute's suspending Your access to and use of the Service.

D. License Limitations. You shall not, and shall not authorize, facilitate, or encourage any Learner or other third party to:

1. attempt to decompile, disassemble, reverse engineer or reconstruct or discover any code, algorithms, methods, architecture or other elements of the Service, or create any modifications or derivatives therefrom;
2. translate, adapt, modify, create derivative works of, copy, or make copies of all or any part of the Service, including without limitation the AwareEd Materials or the Skills Materials;
3. sell, lease, sublicense, transfer, or otherwise assign or grant to third parties any rights in the Service, or use the Service to create any service offering, or perform any services for a fee using the Service;
4. interfere with or disrupt the integrity or performance of the Service and/or the Infosec IQ Platform or the Infosec Skills Platform, or attempt to gain unauthorized access to the Infosec IQ Platform, the Infosec Skills Platform, or any Infosec Institute systems or networks;
5. access or use the Service or any related documentation or materials to develop a competitive service or product, or copy any feature, technique, function or graphic for competitive purposes
6. use the PhishSim Service, the Infosec IQ Platform, or the Infosec Skills Platform to store or transmit, or otherwise upload, infringing material, unsolicited marketing emails, libelous statements, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights;
7. transfer, disclose or provide access to the Service or results of using the Service to any third party; host, run, or publish the Service in a manner accessible by outside users; or use the Service to provide services to, or otherwise for the benefit of, third parties;
8. attempt to send simulated phishing emails using any domains other than those (1) owned by You or (2) for which You have express authorization and consent to conduct simulated phishing attacks;
9. obscure, alter, or remove any trademarks or proprietary, confidentiality, copyright or other such notices from the Service, or attempt to disable or circumvent any security or data gathering features of the Service; or
10. use the Service to impersonate any government or governmental agency, or otherwise use the Service in violation of any applicable law or regulation.

E. Free Trials. From time to time Infosec Institute may offer to you and/or your Learners access to one or more Services on a free trial basis. Infosec Institute reserves the right to remove free accounts associated with such trials following extended periods of account inactivity (no less than 90 consecutive days), regardless of whether the applicable trial period has expired.

III. Ownership; Intellectual Property; Rights in Data

A. For clarity, You acknowledge that, other than the license set forth in Section II.A, You shall acquire no right, title or interest in or to the Service or any other software, products, or intellectual property of Infosec Institute. As between the parties, Infosec Institute shall own the Service and retain all rights (including intellectual property) therein.

B. The parties recognize and agree that this Agreement constitutes a license, conditioned upon the terms set forth herein, and not a sale of the Service. Infosec Institute retains the right, at any time, to deactivate or suspend Your access to and use of the Service and terminate the license granted hereunder if Infosec Institute becomes aware that Your use of the Service violates the terms of this Agreement, provided that Infosec Institute shall provide a notice of such deactivation as soon as reasonably possible under the circumstances.

C. All data, images, email addresses, target information, and other files or content uploaded by You to the PhishSim Service or the Infosec Skills Platform remain Your sole property ("Customer Information"). You grant Infosec Institute the right to use the Customer Information solely for purposes of performing under this Agreement.

D. The Service will permit Infosec Institute to acquire usage data relating to Your use of the Service, which may include results of simulated phishing email attacks, responses to user questionnaires, or the like ("Usage Data"). In addition, the parties anticipate that You or your Learners or administrators may from time to time provide Feedback to Infosec Institute. "Feedback" shall include formal or informal (verbal or written) reports and comments regarding results and experiences using the Service, including usability assessments and preferences, reports on Service integration issues, failure and bug reports, suggestions for making the Service more understandable or usable for Learners, suggestions for content of the Services, and the like. Infosec Institute shall maintain all Your Usage Data and Feedback as "Confidential" pursuant to Section VI below, except that Infosec Institute and its affiliates shall have the irrevocable, perpetual, paid-up, royalty-free, worldwide right, to access, copy, make derivative works of, and use all such Usage Data and Feedback to improve, enhance and otherwise facilitate the development, provision, and support of the Service and other products and services of Infosec Institute and its affiliates, and to disclose to third parties aggregated, anonymized, and non-personally identifiable information related to the Usage Data and Feedback. The foregoing right shall inure to the benefit of Infosec Institute's successors and assigns, and Infosec Institute shall have the right to assign such right to its

successors and assigns. In addition, Infosec Institute shall have the right to sublicense such right to its affiliates.

IV. Term and Termination

A. Initial Term. The initial term ("Initial Term") of this Agreement shall begin on the Effective Date of this Agreement and continue for the period specified in the applicable Statement of Work, or, in the case of an Ecommerce Purchase, the period selected by You through Your Ecommerce Purchase for the applicable Service. Notwithstanding the foregoing, should no period be defined, "Initial Term" shall mean one year.

B. Renewal Terms. Upon the conclusion of the Initial Term, this Agreement and Your license to the selected Services will automatically renew for successive one year renewal terms ("Renewal Terms"), unless You or Infosec Institute provides the other party with a written cancellation notice thirty (30) days prior to the commencement of the next Renewal Term.

C. Termination for Failure or Breach; Cure Period. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or otherwise commits a material breach of any provision contained herein, the non-breaching party shall thereupon have the right to terminate the Agreement by giving thirty (30) days' written notice of termination, specifying the alleged violations or breach. However, the Agreement shall not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation or breach prior to the end of the thirty (30) day period. In addition, InfoSec Institute may suspend Your access to the Services immediately upon (i) any technical or security issue or problem caused by You that materially impacts the business operations of InfoSec Institute or its customers, affiliates, or vendors, or (ii) at the request of law enforcement or governmental agencies (Infosec Institute will notify You about such requests if permitted by law). Thereafter, InfoSec Institute may terminate this Agreement on such bases unless You can immediately cure the cause of such issue upon written notice by InfoSec Institute.

D. Other Termination. Either party may terminate this Agreement immediately upon written notice if the other party ceases to operate or dissolves, becomes insolvent, is unable to pay its debts as they become due, files for or has a petition filed against it for bankruptcy, attempts to makes an assignment or offers any rights under this Agreement for the benefit of its creditors, or takes similar actions.

E. Obligations Upon Termination. In the event of any termination or cancellation of this Agreement for any reason expressly permitted hereunder, (i) You will remain

obligated to pay any unpaid Fees that have accrued and were due at the time of termination; and (ii) You shall cease all use of the Service immediately (including uninstalling any plug-ins or other code associated with the Service), and shall destroy all Confidential Information, as defined in Section VI below, in Your possession custody and control (including, without limitation, all screenshots, summaries, notes, extracts, compilations, copies, and other materials containing in whole or in part any Confidential Information) and shall, upon request, certify in writing to Infosec Institute that such destruction has taken place. Likewise, InfoSec Institute shall destroy all Customer Information in its possession, custody, and control. The terms of Section VI, and all other terms of this Agreement which by their nature should reasonably be expect to continue beyond the termination or expiration of this Agreement, shall survive.

V. Payments

A. **Subscription Fees.** Service Subscription Fees shall be paid in advance on an annual basis. Unless otherwise specified in a Statement of Work, You will pay to Infosec Institute the initial annual Service Subscription Fee for the selected Service(s) for the Initial Term (as well as any applicable taxes) upon the Effective Date. Subsequent annual Service Subscription Fees for any Renewal Term (as well as any applicable taxes) shall be due upon the corresponding anniversary of the Effective Date. Notwithstanding the foregoing, where Infosec Institute has agreed to invoice You pursuant to a Statement of Work, such annual Service Subscription Fees (as well as any applicable taxes) shall be due any payable within thirty (30) days of the date of the applicable Infosec Institute invoice. Except as otherwise specified herein or in a Statement of Work, (i) fees are based on Services and content subscriptions purchased and not actual usage, (ii) payment obligations are noncancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term. The Service Subscription Fees for any Renewal Term may be increased to reflect changes to Infosec Institute's standard per-Learner rates. In no event will the Service Subscription Fees charged to You for any Renewal Term increase by more than 15% (on a per-Learner basis) over the Service Subscription Fees charged during the immediately-preceding term.

B. **Payment Terms.** Except as otherwise directed, all amounts owing to InfoSec Institute under this Agreement shall be paid in U.S. dollars to InfoSec Institute. You agree to provide InfoSec Institute with complete and accurate billing and contact information. Where payment by credit card is indicated in the Statement of Work, through Your Ecommerce Purchase, or SOW, or You otherwise provide InfoSec

Institute with credit card information, You authorize InfoSec Institute to bill such credit card (a) at the time that You order InfoSec Institute Service or other Services set forth in the Statement of Work, (b) for any billing frequency otherwise established in the Statement of Work, and (c) at the time of any renewal, for the amount charged plus any applicable sales taxes for any renewed Subscription Term. If InfoSec Institute, in its discretion, permits You to make payment using a method other than a credit card, InfoSec Institute will invoice You at the time of the initial Statement of Work and thereafter on a monthly basis in advance of the relevant billing period, and all such amounts invoiced will be due within ten (10) days of Your receipt of InfoSec Institute's invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.

C. Taxes. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on Infosec Institute's net income.

VI. Non-Disclosure

A. "Confidential Information" means any information disclosed (verbally, in writing, or by observation) by one party ("Disclosing Party") to the other party ("Receiving Party") pursuant to this Agreement that is (i) designated as "Confidential," or in some other manner to indicate its confidential nature, or (ii) would otherwise be reasonably expected to be treated in a confidential nature under the circumstances of disclosure or by the nature of the information itself. For example, Confidential Information may include without limitation, certain confidential and/or proprietary financial, sales and distribution, marketing, research and development, organizational, technical and business information, policies or practices, portfolio holdings and securities related information and certain non-public personal or financial information received from or relating to third parties such as Your own clients and customers or shareholders.

1. Without limiting the foregoing, the Service (including without limitation, the content, AwareEd Materials, Skills Materials, functionality, look, portal access, integration, interface, delivery of results, documentation related to Your Ecommerce Purchase or SOW, and performance of the Service) and the terms (but not the existence) and pricing of this Agreement are the Confidential Information of Infosec Institute. All information disclosed by You to InfoSec Institute under this Agreement concerning Your business affairs, employees, methods of operation, computer programs, and documentation,

and other such information, whether written, oral, or otherwise, is Your Confidential Information.

2. However, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession, without obligation of confidentiality, at the time of first disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the legal right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

B. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement; provided, however, that Infosec Institute may use the Usage Data and Feedback as provided in Section III.D of this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees, shareholders, officers, affiliates, and contractors of the Receiving Party with a need to know, each subject to a written obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information.

C. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will cooperate at the Disclosing Party's expense in seeking a protective order or other appropriate remedy or protection. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required.

D. In the event Infosec Institute is provided access to any portfolio holdings or securities related information, Infosec Institute agrees not to trade on any such information, and to make best efforts to ensure that its employees, agents and subcontractors do not trade on such information. Infosec Institute agrees to comply with all applicable federal and state data privacy laws, including any requirements to establish and maintain safeguards and a written information security program.

VII. Warranties and Liability

A. You agree to rely solely on your own opinion and evaluation of the Service and the results, data, and indications obtained through your use, with regard to their suitability for any purpose. Infosec Institute does not warrant that the Service will be error-free or that any results, learning, or other achievements obtained through use of the Service will be accurate or should be followed. Infosec Institute also does not warrant that the Services will be able to or actually solve, improve, or otherwise mitigate any problems You may experience with phishing or any other computer- or cyber-attacks. The Infosec Skills Platform and Infosec IQ Platform (including the PhishSim Service and any plugins associated therewith) is not an antivirus, antimalware, or other cybersecurity application; InfoSec Institute will have no obligation to undertake efforts to actually prevent or mitigate any potential real attacks.

B. InfoSec Institute will provide technical support, Learner assistance, and troubleshooting in a reasonable capacity in its discretion. InfoSec Institute will not enter Your premises to perform any services under this Agreement. You are fully responsible for deployment of the Service in Your organization, including installation of any plug-ins associated with the PhishSim Service. InfoSec Institute will only support such deployment remotely.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. INFOSEC INSTITUTE HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED USE, AND ANY WARRANTIES ARISING FROM CONDUCT OR COURSE OF DEALING.

D. In no event will either party be liable for any indirect, special, incidental, exemplary, punitive, treble or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, data or other economic advantage) arising out of or relating to this Agreement, however caused and based on any theory of liability, whether breach of contract, breach of warranty, tort (including negligence), professional error or omission, product liability or otherwise, even if the other party is advised of the possibility of such damages. Each party's maximum liability (including attorneys' fees) arising out of or related to this agreement will not exceed the amount paid by You under this agreement during the 12-month period prior to the date the claim arose. Your sole remedy for any material defect in performance of the Service (including the content and operability of any components thereof) shall be to request that Infosec Institute re-perform or correct the defective Service as Infosec Institute sees fit such that the Service performs in a substantially equivalent manner to the Services as selected through the Ecommerce

Purchase or as indicated on the SOW. The limitations of this section shall apply notwithstanding any failure of essential purpose of any limited or exclusive remedy.

E. InfoSec Institute agrees to defend, indemnify and hold harmless You, Your subsidiaries and affiliates and their respective successors, assigns, employees, officers, directors and agents from and against any and all third party claims (including any damages, losses, liabilities, expenses, and fees relating to such claims) to the extent arising from (i) any claim that the Service infringes any third party intellectual property and (ii) any gross negligence or willful misconduct of InfoSec Institute. In the event of a third party claim of infringement, InfoSec Institute shall have the right in its discretion to choose to replace the allegedly infringing portion of the Service with a non-infringing component or functionality that performs in a substantially equivalent manner to the Services as selected through the Ecommerce Purchase or SOW, or to terminate the Agreement and refund You all fees paid within the previous 12-month period. InfoSec Institute's obligations under this Section shall only come into effect provided that You notify InfoSec Institute of the relevant claim within five business days, and allows InfoSec Institute to control the defense of such claim. In no event, however, shall InfoSec Institute settle or otherwise take any action with respect to such claim that comprises an admission of guilt or liability on behalf of, or requires any payment by, You without first obtaining Your consent.

F. You agree to indemnify, defend, and hold harmless Infosec Institute, its subsidiaries and affiliates and their respective successors, assigns, employees, officers, directors and agents, from and against any and all third party claims (including any damages, losses, liabilities, expenses, and fees relating to such claims) to the extent arising from (i) Your provision of Customer Information under this Agreement; (ii) any material, uncured breach of this Agreement by You; (iii) Your or a Learner's use or modification of the Service other than as contemplated and permitted by this Agreement; and (iv) Your or a Learner's gross negligence or willful misconduct. Your obligations under this Section shall only come into effect provided that InfoSec Institute promptly notifies You of the relevant claim, and allows You to control the defense of such claim. In no event, however, shall You settle or otherwise take any action with respect to such claim that comprises an admission of guilt or liability on behalf of, or requires any payment by, InfoSec Institute without first obtaining InfoSec Institute's consent.

VIII. Miscellaneous

A. The parties to this Agreement are independent contractors, not partners, joint venturers, employer-employee, or otherwise in any business relationship. For clarity, the parties understand and agree that Infosec Institute will act as an independent contractor when providing the Service, and no relationship exists as employer and employee between You or Infosec Institute and the other party's respective employees. Except for the parties identified with respect to the indemnity provisions contained herein, there are no third party beneficiaries to this Agreement.

B. Each party agrees that it will carry insurance coverage of a type and amount that is commercially reasonable for the types of activities and risks each will undertake as contemplated by this Agreement.

C. The Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with the laws of the State of New York, USA (without regard to the choice of law principles of any jurisdiction). Any dispute or controversy arising out of this Agreement or its interpretation that is not settled to the mutual satisfaction of the parties within sixty (60) business days from the date that either party informs the other in writing that such dispute exists shall be submitted to and resolved by one arbitrator who is a member of the American Arbitration Association (AAA), in accordance with its then prevailing Commercial Arbitration Rules, as modified in this Agreement. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The arbitration shall be held in New York, New York.

D. Neither party may assign this Agreement or any of its respective rights (including the license to the Service) or obligations under this Agreement in whole or in part without the prior written consent of the other party, except in the case of an assignment due to corporate reorganization, upon a change of control, consolidation, merger, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions by either party, which may occur without written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Any purported assignment in contravention of this Section shall be null and void.

E. Each provision contained herein is severable from the Agreement and if one or more provisions are declared invalid, illegal, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. If such severance is not so allowed or if such a severance leaves terms thereby made clearly illogical or inappropriate in effect, the parties agree to substitute new terms as similar in effect

to the present terms of this Agreement as may be allowed under the applicable laws and regulations.

F. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control (e.g., which cause impairs or precludes performance), including without limitation an act of terrorism or sabotage; pandemic; act of God; governmental act, prohibition, or safety recommendations; hacker attack, virus, or other malware; riot, civil unrest; strike or labor shortage; or failure of necessary content, materials, or the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

G. Notices, payments, statements or reports to be made under this Agreement shall be sent to Infosec Institute at the address herein above and to the current address of Your office, or at such other latest address designated in writing by the other party.

H. Neither party shall use the other party's name, trademarks, service marks, logos or other such materials in any manner without prior written approval. However, notwithstanding the foregoing, Infosec Institute and its affiliates shall be permitted to identify You as a user of the Service in promotional materials, including but not limited to Infosec Institute's website.

I. This Agreement (together with the selections made by You through Your Ecommerce Purchase or on the Statement of Work) is the sole Agreement of the parties concerning the subject matter hereof, and supersedes all prior Agreements and understandings with respect to said subject matter. This Agreement may only be amended by a writing signed by both parties that indicates it is an amendment hereto. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. You agree to comply with all applicable laws and regulations (including without limitation export control laws and regulations) related to its use of the Service.

Motion by: Lemke				
Second by: Wendorf				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
<input type="radio"/> Carried				
<input type="radio"/> Defeated				
<input type="radio"/> Amended				
<input type="radio"/> Voice vote				
<input type="radio"/> Roll call				

Resolution 2023-12-83

Designation of Public Depositories

WHEREAS, provisions in Chapter 34 and Chapter 59 of Wisconsin Statutes require that counties designate public depositories;

NOW, THEREFORE BE IT RESOLVED, that the following banking institutions shall be and are hereby designated, until further action, as public depositories for all public monies coming into the hands of the Treasurer of Lincoln County, State of Wisconsin:

- Associated Bank, Tomahawk, WI 54487
- Nicolet Bank, Merrill WI 54452
- BMO Harris Bank, Merrill, WI 54452
- IncredibleBank, Merrill, WI 54452
- Park City Credit Union, Merrill, WI 54452
- Crossbridge Community Bank Merrill WI 54452
- State Investment Pool, Madison, WI 53707
- Crossbridge Community Bank Tomahawk WI 54487
- Huntington Bank, Chicago, IL 60601
- American Deposit Management, LLC, Delafield, WI 53018
- U.S. Bank, Madison, WI 53703
- PMA Financial Network, Inc.

NOW, THEREFORE BE IT ALSO RESOLVED, that the list of bank accounts on the accompanying schedule be approved for use by Lincoln County.

Dated: December 19, 2023

Authored by: Julie DePasse

Co-Sponsored by: Norbert Ashbeck and Angela Cummings

Committee: Finance & Insurance Committee

Committee Vote: 5-0

Date Passed: 12/08/2023

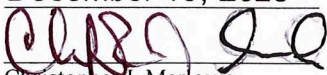
Fiscal Impact: None

Drafted by: Samantha Fenske, Finance Director

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

December 19, 2023


 Christopher J. Marlowe
 County Clerk



Lincoln County Bank Accounts 2023

<u>Account Description</u>	<u>Explanation</u>	<u>Bank Name</u>
Treasurer's Cash	County's Main Cash Account	INCREDIBLEBANK
Treasurer's Cash	County's Main Cash Account-ICS	INCREDIBLEBANK
Payroll Account	Imprest Payroll Account	INCREDIBLEBANK
Payroll Account	Imprest Payroll Account-ICS	INCREDIBLEBANK
Clerk of Court Dept. Cash	Bonds	INCREDIBLEBANK
Clerk of Court Dept. Cash	Bonds	INCREDIBLEBANK
Sheriff's Dept. - Huber - Lockdown	Canteen Acct	INCREDIBLEBANK
Sheriff's Dept. - Huber - Lockdown	Canteen Acct	INCREDIBLEBANK
General Fund Investment	County Investment	LOCAL GOV INVESTMENT POOL
Soc. Serv. - Welfare Trust Cash	Trust Account	OFFICE OF STATE TREASURER
Soc. Serv. - Welfare Trust Cash	Trust Account-ICS	INCREDIBLEBANK
Soc Services MM-Rep Payee	Representative Payee-Invest	INCREDIBLEBANK
Soc Services MM-Rep Payee	Representative Payee-ICS	INCREDIBLEBANK
ARPA Grant	ARPA funds	INCREDIBLEBANK
ARPA Grant	ARPA funds ICS	INCREDIBLEBANK
Cash - Section 125 Flex	Flex 125 checking	INCREDIBLEBANK
Cash - Section 125 Flex	Flex 125 checking-ICS	INCREDIBLEBANK
Dept. Investment LTC Landfill	Long-Term Care Trust	US BANK
Dept. Investment Landfill Closure	Closure Trust	US BANK
Health Insurance Fund Ckg (WPS)	Records Health Ins.Transactions	ASSOCIATED BANK
Health Insurance Savings Account	Variable Interest Rate	ASSOCIATED BANK
Health Insurance Investment Account	Health Ins Fund Investments	HUNTINGTON BANK
Opioid Abatement	Opioid Abatement	INCREDIBLEBANK
Opioid Abatement	Opioid Abatement ICS	INCREDIBLEBANK

Motion By: Wickham
 Second By: Bialecki

Resolution 2023-12-84

APPROVING CONVEYANCE OF REAL ESTATE

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors duly assembled this 19TH day of December, 2023 that the following conveyance of real estate be made by the County Clerk on behalf of Lincoln County, be and same are hereby ratified, confirmed, and approved:

<u>Purchaser</u>	<u>Description</u>	<u>Amount</u>
Steve & Marie Daigle		\$ 16,500.00

Lot Two (2) of Certified Survey Map Number 1079 in Volume 5 of Certified Surveys, Page 197 as Document Number 360438. Being a part of the Assessor's Plat Number 151 of the City of Tomahawk, in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼), Section Three (3), Township Thirty-four (34) North, Range Six (6) East, City of Tomahawk, Lincoln County, Wisconsin.

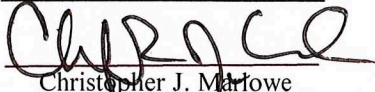
P.I.N. 286-3406-031-0153

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

STATE OF WISCONSIN)
) SS
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

December 19, 2023


 Christopher J. Martowe
 Lincoln County Clerk



Dated: December 19, 2023

Authored by: Norbert Ashbeck
 Co-Sponsored by: Ken Wickham
 Committee: Forestry, Land and Parks
 Committee Vote: All Ayes
 Fiscal Impact: Unknown

Date Passed: November 13, 2023

Drafted by: Dean Bowe, Forest Administrator

Motion By: Wendorf
 Second By: Cummings

Resolution 2023-12-85

APPROVING CONVEYANCE OF REAL ESTATE

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Ossness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors duly assembled this 19TH day of December, 2023 that the following conveyance of real estate be made by the County Clerk on behalf of Lincoln County, be and same are hereby ratified, confirmed, and approved:

<u>Purchaser</u>	<u>Description</u>	<u>Amount</u>
Gary Kuber		\$ 12,101.10

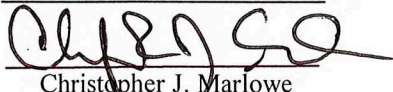
A Parcel of land located in the Government Lot 2 lying North of W Seven Island Lake Dr. The West line of said parcel being the East line of CSM 2629 as D0527487, the North line being the South line of CSM 1770 as D0433354 and the East line being the West line of CSM 2151 as D0469679, located in Government Lot 2, Section 15, Township 34 North, Range 8 East, Town of Harrison, Lincoln County Wisconsin.

P.I.N. 010-3408-154-9984

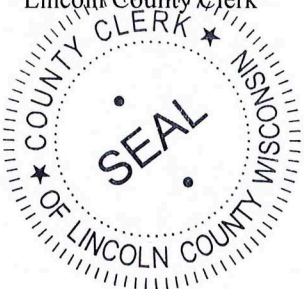
STATE OF WISCONSIN)
) SS
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by the Lincoln County Board of Supervisors on:

December 19, 2023



Christopher J. Marlowe
 Lincoln County Clerk



Dated: December 19, 2023

Authored by: Greg Hartwig
 Co-Sponsored by: Ken Wickham
 Committee: Forestry, Land and Parks
 Committee Vote: All Ayes
 Fiscal Impact: Unknown

Date Passed: November 13, 2023

Drafted by: Dean Bowe, Forest Administrator

Motion by: Thiel				
Second by: Meunier				
Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
14	Hafeman			
15	Lemke			
16	Miller			
17	Meunier			
18	Wickman			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
<input type="checkbox"/> Carried				
<input type="checkbox"/> Defeated				
<input type="checkbox"/> Amended				
<input type="checkbox"/> Voice vote				
<input type="checkbox"/> Roll call				

Cancellation of County Checks

WHEREAS, it is in the business interest of Lincoln County that all County Checks be negotiated promptly, and

WHEREAS, the following checks have reached their expiration date,

NOW, THEREFORE BE IT RESOLVED, by the Lincoln County Board of Supervisors that the following checks be canceled and returned to the fund from which the check originated:

<u>DATE</u>	<u>CHECK #</u>	<u>NAME</u>	<u>AMOUNT</u>
09/2022	339073	CHRISTOPHER DENETZ	\$ 6.60
10/2022	339419	KAREN KILPITCKE	\$ 8.15
10/2022	339454	DAVID HILGART	\$ 4.88
10/2022	339461	JAMES KNUDSON	\$ 14.77
01/2023	340733	CYNTHIA LOKEMOEN	\$ 81.04
04/2023	341750	BRITTNEY BIALECKI	\$ 15.00
04/2023	341763	SAMUEL HERNANDEZ	\$ 39.48
04/2023	341809	EVAN NORGORD	\$ 23.12
05/2023	342115	FAWN BARTRON	\$ 17.04
05/2023	342120	MIKALEA SCHNEIDER	\$ 15.51
06/2023	342506	NICOLE GRYSKIEWICZ	\$ 24.18
06/2023	342507	MICHAEL HILLEMANN	\$ 39.75
06/2023	342537	PATRICK FIEGEL	\$ 8.40

TOTAL \$ 297.92

Dated: December 19, 2023

Authored by: Julie DePasse
 Co-Sponsored by: Angela Cummings
 Committee; Finance & Insurance Committee
 Committee Vote: 4-0
 Fiscal Impact: \$ 297.92

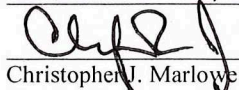
Date Passed: December 8, 2023

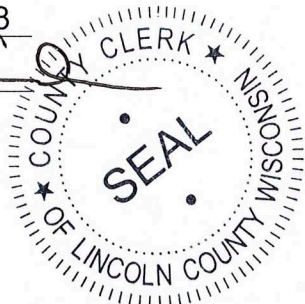
Drafted by: Robbin Gigl, Lincoln County Treasurer

STATE OF WISCONSIN)
) SS:
 COUNTY OF LINCOLN)

I hereby certify that this resolution/ordinance is a true and correct copy of a resolution/ordinance adopted by Lincoln County Board of Supervisors on:

December 19, 2023


 Christopher J. Marlowe
 County Clerk



Motion By: Cummings
 Second By: Wickham

Resolution 2023-12- 87

Approval of Using \$17,818.30 of ARPA Funding from Marketing for website “Chatbot” and \$10,000 for Discretionary Promotional Purchases.

Dist.	Supervisor	Y	N	Abs
1	Bialecki			
2	Anderson-Malm			
3	McCrank			
4	Osness			
5	Wendorf			
6	Ashbeck			
7	Rusch			
8	Thiel			
9	Friske			
10	Boyd			
11	Detert			
12	DePasse			
13	Brixius			
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15	Lemke			
16	Miller			
17	Meunier			
18	Wickham			
19	Allen			
20	Cummings			
21	Simon			
22	Hartwig			
Totals				
Carried				
Defeated				
Amended				
Voice vote				
Roll call				

WHEREAS, Lincoln County Board of Supervisors identified the Administrative and Legislative committee to review and vet all requests against the criteria that it does not create base building and creates economic growth and/or generates county revenue; and

WHEREAS, the Lincoln County Board of Supervisors approved earmarking \$500,000 with the goal of the branding is to market tourism and bringing visitors to the community to visit/stay to increase sales tax; and

WHEREAS, there are a number of community events and partnership opportunities such as with the Chamber of Commerce and the State Fair in which promotional items are critical in attracting tourism to Lincoln County; and

WHEREAS, the Administrative Coordinator would benefit in having accessing to specific funding in the amount of \$10,000 as needed throughout 2024 and 2025 to support these opportunities.

FURTHERMORE, as interest in visiting Lincoln County increases, additional website traffic will occur; and

WHEREAS, regarding both recreational activities and in general, a “chatbot” feature embedded into our Lincoln County Website will increase efficiency of finding information, increase the efficiency of employees answering phone calls that will be offset by the implementation of the chatbot, and help Lincoln County to discover and adapt to information the chatbot is able to gather from users.

WHEREAS, the Administrative Coordinator, Information Technology Director, and the Administrative and Legislative Committee support \$7,818.30 of those funds to be used for supporting the addition of a chatbot service to be piloted on Lincoln County’s website.

NOW, THEREFORE BE IT RESOLVED, that the Lincoln County Board of Supervisors, based on the recommendation of the Administrative and Legislative Committee approve \$17,818.30 from the County’s American Rescue Plan Act (ARPA) Marketing allocation for the purpose of piloting the chatbot and allowing the Administrative Coordinator access to promotional purchase funds as part of the comprehensive marketing plan.

Dated: December 19, 2023

Authored by: Jesse Boyd, Supervisor, District 10
 Co-Sponsored by: Julie DePasse, Supervisor, District 12; Angela Cummings, Supervisor, District 20
 Committee: Administrative & Legislative
 Committee Vote: 7-0

Date Passed: 12.06.23

Fiscal Impact: ARPA funds \$17,818.30 for 2 year pilot, ongoing support costs of \$3,909.15 annually from IT operations budget if continued beyond pilot period.

Drafted by: Travis Spoehr, Information Technology Director & Renee Krueger, Admin Coordinator

STATE OF WISCONSIN)
) SS
 COUNTY OF LINCOLN)

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December 19, 2023

Christopher J. Marlowe
 Christopher J. Marlowe
 Lincoln County Clerk





TOOLS > CivicPlus Chatbot

CivicPlus® Chatbot

Optimized for Local Government

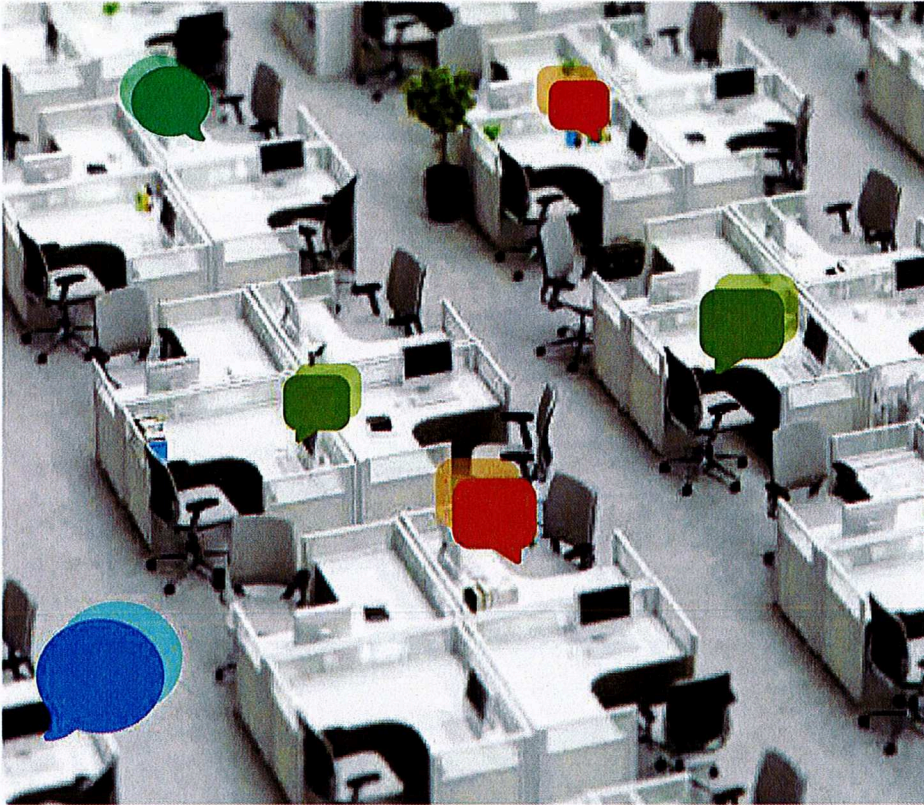
AI-Powered Customer Service Incorporated into Your CivicPlus Website

[CALCULATE YOUR SAVINGS](#)

AI-Powered Customer Service to Delight Your Residents

Smart Customer Service Automation

You want to give your residents the highest quality, most responsive, and personalized customer service experiences. However, with less staff and fewer resources than ever before and building pressure to enable contactless government, how can you continue to delight your residents? With smart customer service automation.



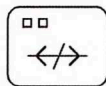
Deliver Exceptional Customer Experiences

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your CivicPlus website.

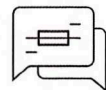


FEATURES

Key Features of Our Local Government Chatbot Software



No-Code Software and No Developer Needed



No Content Silos

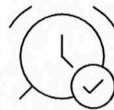
Our smart Chatbot scans your content and routinely refines its responses for improved results.

No need to build technical decision trees and complex rules. You can set up Chatbot with no programming or developer assistance.



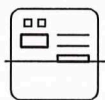
Designed for the Public Sector

Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-resident interactions.



Automated Resident Service

Chatbot simulates the quality service experiences your staff has with residents, saving you time from answering common questions by email, phone, and walk-in.



Answers from Multiple Sources

Chatbot crawls your CivicEngage® website and other linked databases to create a continually updated AI-powered knowledgebase.



Insightful Analytics

Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that residents are searching for most frequently.

Assumptions:

\$20 per hour (wage + fringe)

\$0.33 per minute (wage + fringe)

Statistics:

Inbound - Quarter 3 of 2023

87785 calls

172256 minutes of duration

172256 minutes

/ 87785 calls

1.96 minutes per call

ROI Calculations:

10% of calls saved by bot =

8779 calls

x 1.96 minutes per call

17207.000 minutes

x 0.333 \$/minute

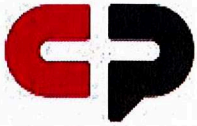
\$5,729.93 per quarter spent on other tasks

\$22,919.72 annually

Break-even at \$4000 annual cost

1.74% of calls

1532 calls @ 1.96 min/call = 3003 minutes



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Date:

Expires On:

Statement of Work

Q-38995-1

2/27/2023 11:50 AM

12/31/2023

Client:

Lincoln County WI - CivicEngage

Bill To:

Lincoln County WI - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Steven Skok		steven.skok@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

List Price - Year 1 Total	USD 798.36
---------------------------	------------

Total Investment - Prorated Year 1	USD 0.00
------------------------------------	----------

Annual Recurring Services (Subject to Uplift)	USD 3,909.15
---	--------------

Total Days of Quote:54

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the

Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the

Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer (“User”) activity,

which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party

application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer'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 purposes of providing the Services. 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.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
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 Customer 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 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.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.