



# creating what's next

for the Lexington-Fayette Urban County Government

Project Name:

## Project Overview

List of Services	Fees
Vision Internet Providers will perform the following services for Lexington-Fayette:	
<ul style="list-style-type: none"> <li>➤ Intranet Upgrade</li> <li>➤ visionLive™ On-Premise Subscription Services</li> </ul>	<ul style="list-style-type: none"> <li>➤ \$29,050</li> <li>➤ \$7,800 + 5% increase</li> </ul>

## Contacts

### LFUCG Project Manager

- Name:
- Address:
- Phone:
- Email:
- Fax:

### LFUCG Contract Contact

- Name:
- Address:
- Phone:
- Email:
- Fax:

### Vision Internet Project Manager

- Name: Kristoffer Von Bonsdorff, or his designee
- Address: 2530 Wilshire Blvd., 2<sup>nd</sup> Floor, Santa Monica, CA 90403
- Phone: (310) 656-3100
- Email:
- Fax: (310) 656-3103



Vision Internet Contract Contact

- Name: Contract Administrator
- Address: 2530 Wilshire Blvd., 2<sup>nd</sup> Floor, Santa Monica, CA
- Phone: (310) 656-3100
- Email: contracts@visioninternet.com
- Fax: (310) 656-3103

*terms and conditions*

These Terms and Conditions (this "**Agreement**") are made and entered into effective as of the date of the last signature below by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties.**"

1. Services. This Agreement (which includes the Addendum(s) attached hereto) sets forth the entire terms and conditions by which Contractor will deliver and Customer will receive any and all of the services provided by Contractor, including one or more of the following: website development, shared website and database hosting, maintenance, visionLive™ subscription services, professional/support services, content delivery and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) attached to and incorporated into this Agreement in exchange for payment of related fees specified in such Addendum(s) and compliance with the terms and conditions of this Agreement. To the extent allowed by law, this Agreement, Client activities and all discussions regarding Client website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client. It is agreed that a designee of Client, [REDACTED], will be the project manager, with all decision making authority on behalf of Client, for purposes of this Agreement.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum E-1, E-2, etc., as applicable, and billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Documents & Data; Limited Licensing of Intellectual Property. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website; and upon payment in full, Contractor also grants a

Client's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_



non-exclusive, non-transferrable and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in Client's website which are prepared or caused to be prepared by Contractor under this Agreement. Notwithstanding anything to the contrary, Client understands and agrees that Contractor shall retain all rights, title, and interests in and to all other Contractor intellectual property of any kind or nature including without limitation the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components, and any other Contractor intellectual property.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that all of the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server or delivery of website files to Client ("**Completion**"), as applicable. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. No Guarantees. Contractor does not warrant any results from the use of any web pages created, hosted and/or maintained under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot and does not guarantee any particular result. Client acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

6. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

7. Legal Use. Client agrees to use its website at all times in strict accordance with, but not limited to, all applicable laws, including local, state, and federal laws. Client hereby agrees that any text, data, graphics, or any other material published by Client on its website is free from violation of or infringement upon copyright,



trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. Client agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. Client agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

8. Indemnity. Contractor will defend, hold harmless and indemnify Client from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees (collectively, "**Costs**"), resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

9. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Los Angeles, State of California, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Los Angeles, State of California. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

11. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

12. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

13. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

14. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

15. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.



16. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

17. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

19. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

20. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. Survival. The terms and conditions of Sections 3 (Documents & Data; Limited Licensing of Intellectual Property), 4-8 (Limited Warranty through Indemnity), 10 (Governing Law & Venue), 16 (Prevailing Party), 22 (Survival) and 25 (No Hire) shall survive any termination or expiration of this Agreement.

23. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

24. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

25. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.



26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an affiliate of Contractor or in connection with a change of control of Contractor.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the last signature date below (the "**Effective Date**").

**"Client"**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION INTERNET PROVIDERS

Signature: \_\_\_\_\_

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_, 2015

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Hosting Services: NA
- D Maintenance Services: NA
- E Extra Work (if and when applicable): NA at this time



## Addendum A

### *intranet upgrade services*

#### Included Services

##### *Graphic Design*

The Contractor will provide Client with one homepage design concept for your approval. The Contractor will provide revisions of the homepage design concept. Upon approval of the final homepage design concept by the Client, the Contractor will provide up to three interior page designs per standard layouts available through Contractor's template builder and visionCMS™ widget requirements. The Contractor will deliver the following:

- One homepage design concept
- Approved homepage design
- Up to three interior page templates

##### *Vision Content Management System™ Interactive Components and Features*

The Contractor will implement Client's website using the Vision Content Management System™ ("visionCMS™"). Customization of the visionCMS™ includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

The visionCMS™ will be implemented with the following components:

#### *SITE ADMINISTRATION AND SECURITY*

- |   |   |
|---|---|
| ➤ Audit Trail Log                                 | ➤ Flexible Site Variable Settings       |
| ➤ Backend Content Title Search                    | ➤ Image Library                         |
| ➤ Backend Dashboard                               | ➤ Page Template Library                 |
| ➤ Broken Link Reporter                            | ➤ Personal Toolbar                      |
| ➤ Content Review and Publishing                   | ➤ Role-Based Security                   |
| ➤ Component Manager                               | ➤ Scheduled Content Review              |
| ➤ Content Scheduling                              | ➤ SiteMaster Template Builder           |
| ➤ Context Sensitive Online Help                   | ➤ Submission Validation (reCAPTCHA)     |
| ➤ Departmental Page Restrictions                  | ➤ Recycle Bin                           |
| ➤ Document Central                                | ➤ Updated and Expired Content Reporting |
| ➤ Drag and Drop Multiple File and Image Uploading | ➤ Web Traffic Statistics                |
| ➤ Email Address Masking                           | ➤ Widget-based Layout Options           |
| ➤ Enhanced User Interface                         | ➤ Workspace                             |

#### *CONTENT EDITING*

- |                           |                   |
|---------------------------|-------------------|
| ➤ Advanced WYSIWYG Editor | ➤ Table Wizard    |
| ➤ Search and Replace      | ➤ Undo/Redo       |
| ➤ Spell Checker           | ➤ User Commenting |
| ➤ Style Gallery           | ➤ Version Control |



### *ADVANCED NAVIGATION MANAGEMENT*

- › Automatic Breadcrumbs
- › Connected Pages
- › Content Categories
- › Dynamic Drop Down Menus
- › Error 404 (Page Not Found) Handling
- › External Link Splash Page
- › Friendly URL Redirect
- › Navigation Control
- › Navigation Redirect
- › Page Linking
- › Quick Links
- › Single-Source Publishing
- › Sitemap Generator

### *USER EXPERIENCE AND INTERACTIVITY*

- › Business Directory
- › Business Submissions
- › Community Spotlight
- › Dynamic Calendar System
- › Dynamic Homepage
- › Event Registrations
- › Event Submissions
- › Facilities Directory
- › Facilities Reservations
- › Feedback Form
- › Form Builder
- › Frequently Asked Questions
- › In-page Content Editing
- › Job Application Manager
- › Job Posts
- › News
- › Online Polls
- › RFP Posts
- › Rotating Homepage Banners
- › Service Directory
- › Single Sign On
- › Staff Directory
- › Sticky News

### *DEPARTMENT MANAGEMENT*

- › Department-Level Administration
- › Department-Level Navigation
- › Department-Level Sitemap

### *OUTREACH, MEDIA, AND SOCIAL NETWORKING*

- › Audio and Video Embedding
- › Bookmark and Share
- › eNotification
- › Emergency Alert (site wide)
- › Facebook FeedReader
- › Forward to a Friend
- › GovTrack CRM™
- › OneClick Social Networking™
- › Photo Gallery & Slideshow
- › RSS FeedReader™
- › Social Media Feed Reader
- › Twitter FeedReader





## ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Printer Friendly Pages
- Table Accessibility Tools

## ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Approval Cycle
- Responsive Design with visionMobile™
- visionSearch™

### Vision Search

Site users can find the specific content they need through the powerful Vision Search search engine. The component will search both HTML pages and documents such as Adobe PDF files and Microsoft Word documents. It will return results in order of relevance based upon frequency of search words in the page content or metadata, and results can be browsed by category. Users can browse search results within different content types, like documents, event calendars, and news. Additionally, this search engine automatically indexes and categorizes all materials published on the website, including PDF, Word, and Excel documents. The search engine will support fuzzy logic and full Boolean keyword searches. This third-party software needs to be installed on the web server.

### Additional HTML Template

The Contractor will provide Client with an HTML template that vendors of third-party components can use. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

## Project Notes

**By initialing below, Client acknowledges that Client agrees to and understands the Project Notes Section.**

While the most important tools and functions carry over to the new version, not all functionality from the current content management system will be identical in the new platform. Contractor shall use its best efforts to ensure similarity between the current design and that of the new site. Please note:

- If your staff has created customizations or integrations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The following components will not be carried over to the new visionCMS™:
  - Security Upgrade
  - Social Networking RSS Feeds
  - Weather Forecast (replaced by Yahoo! Weather)
- The following component will carry over to the new visionCMS™
  - Approval Cycle
- We will migrate your existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the County will need to recreate the content currently used on the Intranet website.



## Implementation Stages and Project Schedule

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
<b>Vision Stage</b> <ul style="list-style-type: none"> <li>Initial kick-off call with Client's project manager</li> <li>Review project goals and timeline</li> </ul>	2 – 4 Weeks
<b>Design Stage</b> <ul style="list-style-type: none"> <li>Unique, custom graphic design</li> <li>Custom icons, buttons, screen elements, and backgrounds</li> <li>Homepage design comp</li> </ul>	3 – 4 Weeks
<b>Development Stage</b> <ul style="list-style-type: none"> <li>Implementation of visionCMS™</li> <li>Integration of interactive components</li> <li>Initial (scripted) content migration</li> </ul>	4 – 9 Weeks
<b>Quality Assurance, Documentation, and Training Stage</b> <ul style="list-style-type: none"> <li>Final testing</li> <li>Up to 8 hours of web-based training</li> </ul>	2 – 3 Weeks
<b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li>Final (scripted) content migration</li> <li>Move website to production server</li> <li>Completed website</li> </ul>	2 Weeks
<b>Total estimated time to launch</b>	<b>13 – 22 Weeks</b>

\* The schedule may vary depending on additional components and participant decision times.

## Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

- Price.** Contractor agrees to perform work set forth in this Addendum A for \$29,050.

Service	Budget
visionCMS™ Intranet Upgrade	\$26,500
visionSearch™	\$2,550
<b>Total</b>	<b>\$29,050</b>



2. Payment. Client agrees to pay Contractor as follows:
- (a) An initial payment equal to 50% of the total cost; and
  - (b) A payment equal to 50% of the total cost 21 days from Completion.

## Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version at the time of Completion of Firefox. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2012 ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "Section 508" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant to automatic checkpoints prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party.

3. Contractor may use any web pages developed for the Client in any of its own promotional materials as examples of its work. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

4. Client Content. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party.



## Addendum B

### *visionLive™ On-Premise subscription services*

#### Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Upgrade Services and Support Services (collectively "**Subscription Services**") as provided below for the Client's Website, which utilizes Contractor's Vision Content Management System ("**VCMS**") developed under a prior agreement by and between Contractor and Client or this Agreement ("**Website Development Agreement**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

**No Hosting Services.** Contractor is not providing Hosting Services. Client to provide Hosting Services on its own infrastructure with the following minimum requirements:

##### ***Web Server***

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 6 GB RAM
- Minimum 40 GB Hard Drive
- Windows Server 2012

##### ***Database Server***

- Dual processors with multiple cores at minimum 2.8 GHz CPU
- Minimum 8 GB RAM
- Minimum 80 GB Hard Drive
- Windows Server 2012
- Microsoft SQL Server 2012

The Web Server and Database Server ("Servers") can either be separate or reside in the same machine; provided, however, that if the Servers are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, we recommend dual processors with Quad cores and 3.0 GHz CPU and above.

Except as expressly set forth in this Addendum, it is Client's responsibility to host and maintain the website and make back-ups of all hosted files.

Contractor will assist Client with setting up the website on Client server. A flat rate of \$475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the technical support hourly rate.

**Upgrade Services.** Contractor will provide Upgrade Services for improvements made to Contractor's platform which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components (as listed in Addendum A) that were developed under Addendum A or other prior agreement entered into by and between Contractor and Client.



- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the Upgrade Services, a non-interrupted Subscription Services Addendum must be in place from time of website launch and the VCMS code must be unmodified. Client must provide Contractor continual server access to receive Upgrade Services and at no time may Client modify the code. Modification of code may result in files being overwritten.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

**Support Services.** Support Services is defined as technical support for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

**Redesign Services.** At the conclusion of year four of uninterrupted Subscription Services, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include design themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist Client in transferring existing content into the new design.

**Included Interactive Components and Features.** The initial Included Interactive Components and Features pursuant to Addendum A are provided in Client's project, subject to upgrades and revisions based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

**Customizations.** The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request.



## Term

Contractor shall provide Subscription Services for a period of four years commencing when the website is hosted on Client's production server ("**Initial Term**"). With respect to the Initial Term, unless one Party has given written notice to the other Party of its intent not to renew this Addendum at least thirty (30) days prior to expiration of the Initial Term, this Addendum will continue in effect on a year-to-year basis thereafter until one Party gives written notice to the other of its intent not to renew this Addendum at least thirty (30) days prior to the expiration of any renewal term. If the Term of this Addendum is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Addendum and the Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except for fees charged as set forth below.

## Subscription Fees

**Rate:** \$7,800 per year payable to Contractor in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term, and any and all renewal terms. Contractor shall invoice Client annually within thirty days of start of service or any renewal term.

## Additional Maintenance Terms and Conditions

### 1. Website Usage

(a) Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed on the Client's Website. Client expressly authorizes Contractor to display those images, data, information or other items.

(c) Client shall not misuse any of Contractor's resources or cause any disruption to Contractor's business ("**Misuse**"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) Client shall not use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other parties, including but not limited to, other Contractor clients, customers or account holders or other Contractor systems. Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Contractor's services as a door or signpost to another server.

(e) Client shall not use Subscription Services in a manner in which system or network resources are unreasonably denied to other Contractor clients.

(f) Client will have password access to the VCMS through the Subscription Services. Client agrees to be responsible for keeping all passwords secure and will immediately notify Contractor if a password is lost, stolen or compromised in any way. Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits



established by Contractor.

2. The Internet. Client acknowledges that the reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Contractor makes no warranty that any systems accessed will be free of computer viruses. Client is responsible for making backup copies of their files. Client assumes all risk and liability of its use of the Internet.

Client specifically acknowledges that Contractor provides access to other systems not controlled by Contractor including, but not limited to, discussion groups, RSS feeds, websites and databases, that may contain pictures and language intended for adult audiences. Client further understands that Contractor is not responsible for any damages that may result from exposure to such material and Client agrees to hold Contractor harmless from any damages that may result.

3. Domain Name and Secure Digital Certificate. If agreed to under this Agreement, Contractor will apply for a custom domain name of Client's choosing. Contractor cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Contractor shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

4. Breach. If Client breaches any term of this Addendum and/or the Agreement, Contractor reserves the right to suspend access to the Client's Website without prior notice and may terminate this Addendum and/or the Agreement. However, if access is only suspended, Client shall remain liable for all payments due hereunder as if access had not been interrupted.