3/27/2017

Lexington-Fayette Urban County Goverment
Attn: Martha Allen
200 East Main Street
Lexington, KY 40507

Cloud-based Paperless Office Solution Proposal

Item	Qty	List Each
Document Retrieval Software - Cloud-based	1	$39.99

- ImageSilo (Unlimited User License)
- Pricing is per GB of data stored per month
- No Startup Fee!
- Data Migration included
- Unlimited support and unlimited training included

- Unlimited users, Unlimited access, Unlimited Public access
- Unlimited toll-free 800 Software Support, Unlimited training (Web based) - All software upgrades included.
- Training over the Web is included. On-site training available.
- Monthly billing fees are billed in arrears after your ImageSilo® account is setup and ready for use.
- If your storage increases beyond your current GB level, you will automatically be upgraded to the next GB level.
- One (1) GB stores approx. 20,000-25,000 pages (Estimate Only).
- Customer is responsible for any applicable taxes.

This proposal is valid for thirty (30) days from above date.
To order, please authorize below, and fax or e-mail to MuniMetriX Systems.

IMAGESILO ORDER FORM

Payment Methods: ☐ Credit Card (*circle one*) Visa MC AMEX Discover ☐ Check/Cash ☐ Purchase Order #_____

_____   _____
Card Holder Name   Billing-Address 1

_____   _____
Card Number   Billing-Address 2

_____   _____
Card Expiration Date   CSC (Card Security Code)   Billing-City-State-ZIP

I have read and agree with the attached ImageSilo Subscription Agreement ☐Yes   ☐No

_____   _____
Signature   Date

Specializing in Paperless Office Solutions - Any Document, Anywhere, Anytime

Phone: (775) 334-4777   Sales: sales@munimetrix.com   Sales: (800) 548-7895
Fax: (775) 334-4788   Support: support@munimetrix.com   Support: (800) 457-3733
                                   Web: www.munimetrix.com

ImageSilo® Subscription Agreement

THIS AGREEMENT ("Agreement") between MuniMetriX Systems Corporation ("MMX") and the Agency (herein "Customer") listed on the ImageSilo® Order Form ("Order Form") is made to be effective as of the Date on the Order Form ("Effective Date").

1. Services and Use

1.1 Electronic Document Warehousing Services. During the term of this Agreement, MMX agrees to provide Customer electronic document warehousing services known as ImageSilo® and referred to in this Agreement as the "Service(s)". MMX is an authorized reseller of ImageSilo®. The Services will allow Customer to electronically store Customer documents and access the stored documents via the Internet. MMX is solely responsible to Customer for the Services.

1.2 Customer Representations. Customer warrants and represents to MMX that: (a) Customer has the power and authority to enter into and perform Customer's obligations under this Agreement; and (b) Customer and Customer's authorized users of the Services shall comply with all provisions of this Agreement and Customer shall be liable for any breach by its authorized users.

1.3 Prohibited Uses. Customer and its authorized users are solely responsible for any and all acts and omissions that occur under any account or password issued to Customer (and its authorized users), and Customer (including for Customer's authorized users) shall not engage in the following unacceptable uses of the Services (a) dissemination or transmission (or establishment of links with ImageSilo®) of material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious, (b) dissemination or transmission of files, graphics, software or other material that infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person, (c) interference, disruption or attempt to gain unauthorized access to other accounts of MMX or any other computer network, and (d) intentional and knowing dissemination or transmission of viruses, Trojan horses or any other malicious code or program.

2. ImageSilo® Use

2.1 ImageSilo®. Customer shall use ImageSilo® and any documentation solely for Customer's business entity. Customer may not attempt to sublicense or otherwise transfer use rights to ImageSilo® or to provide time-sharing or service bureau services for the benefit of or on behalf of any third-party.

2.2 Non-Transferable ImageSilo® Rights. Customer acknowledges that the ImageSilo® documentation is proprietary to Digitech Systems, Inc. ("DIGITECH") and contains unique, valuable trade secrets which are not transferable to or by Customer. DIGITECH has no obligation, liability or responsibility for the Services.

2.3 Modifications. Customer shall not alter, modify, translate, reverse engineer, de-compile, disassemble or adapt, in whole or in part, ImageSilo® or any documentation. Customer shall not prepare any derivative works of ImageSilo® or any documentation. In the event that Customer shall violate the provisions of this Section, MMX and DIGITECH shall own exclusively all right, title and interest in and to any modifications and derivative works prepared by Customer, its agents or representatives or other persons hired by Customer or for Customer's benefit.

3. Customer Responsibilities.
Except as expressly set forth in this Agreement, Customer shall be solely responsible for: (a) the conversion of all documents to electronic form that are to be stored in connection with the Service; (b) providing, maintaining and ensuring compatibility with ImageSilo® and the Services of all hardware, software, electrical and other physical requirements for Customer's use of the Services, including, without limitation, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, server and Internet connectivity and Internet browser (the "Customer Browser") and any other equipment and services required to access ImageSilo® and use the Services, except as may be provided by MMX; and (c) any security measures which are Customer's obligation.

4. Fees and Expenses.
For the Services, Customer shall pay the fees, expenses and charges ("Fees and Expenses") set forth on the Order Form. Upon Customer's order of Services, all Fees and Expenses applicable to Customer and the Services shall be paid to MMX as they become due and payable under this Agreement.

5. Warranty, Remedy and Limitation of Damages.

5.1 Warranty. MMX warrants and represents that the ImageSilo® and the Services under this Agreement shall perform according to the on-line documentation.

5.2 Remedy. The initial remedy of Customer for a breach of the foregoing warranty shall be limited to the repair or replacement of any defective or non-conforming Service, and if the foregoing is not possible, then a refund of all fees paid on a pro rata basis. Such remedies shall be available to Customer only if MMX is notified within a reasonable amount of time in writing of the defect or nonconformity and is provided with a reasonable opportunity to cure such defect or non-conformity.

5.3 Disclaimer. Except as expressly provided in this Section, the Services are provided (as is) and MMX makes no warranties of any kind, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose with respect to the Services furnished to Customer or other transactions contemplated by this Agreement.

5.4 Consequential Damages. Neither party shall liable for any special, indirect, incidental, consequential, exemplary, punitive or cover damages (even if the party has been advised of the possibility of such damages) under this Agreement or arising from the performance, attempted performance or nonperformance of ImageSilo® or the Services furnished hereunder, including, but not limited to, damages resulting from the use of or inability to use ImageSilo®, delay of delivery or completion of Services, inaccuracy or misrepresentation of data, or loss of profits, business or goodwill.

5.5 Limitation of Liability. Each party's total liability to the other party for any and all claims, whether in an action in contract or in tort, including, but not limited to, negligence or strict liability, for any loss or injury arising out of, connected with or resulting from each party's performance or breach of this Agreement or the use, performance or nonperformance of each party or the Services provided hereunder, or any part thereof, shall not exceed the total amount of the fees paid by customer to MMX during the prior twelve month period (or portion thereof, if this Agreement has been in effect less than 12 months) for the Services that cause the loss or injury or are the subject matter of the claim or cause of action .

6. Indemnification.
To the fullest extent permitted by law, Customer shall defend, indemnify, protect and hold MMX and its affiliates, shareholders, directors, officers, employees and agent, harmless from and against any liabilities, actions, losses, costs, expenses (including attorney's fees and costs) or claims incurred by any of them as a result of (a) any misuse of ImageSilo® or the Services provided to Customer hereunder including any resulting from any third-party claim or allegation arising out of or relating to Customer's use of the Services (including any actual or alleged violation of the Use Policy, (b) any claims arising out of Customer's use of any third party's equipment or software with ImageSilo® or the Services based on the alleged infringement or misappropriation of any intellectual or other property rights of any such third-party.

7. Confidentiality.

7.1 During the term of this Agreement, a party will provide the other party with certain confidential and proprietary information ("Confidential Information"). Confidential Information may include a party's trade secrets, information relating to a party's business operations, services, products, research, development, customers, finances, marketing plans and strategy, pricing strategy and shall include any source code, design specifications, drawings and data flow analyses, and in the case of Customer, customer information, including customer nonpublic financial information. Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (a) is publicly known at the time of its disclosure, (b) is lawfully received by the receiving party from a third-party not under an obligation of confidentiality to the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was generated independently by the receiving party before disclosure by the disclosing party. Each party shall exercise at least the same degree of care to protect the confidentiality of the other party's Confidential Information which such party exercises to protect the confidentiality of such party's own similar Confidential Information, which shall not be less than the industry standard. As long as a party meets this standard of care, such party shall have no additional obligations or liability regarding confidentiality.

7.2 No party, unless required by law or judicial process, specifically KRS 61.870 to 61.884, or the Kentucky Open Records Act, shall disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce such Confidential Information, unless such Confidential Information has become public knowledge through means other than breach of this Agreement. If Customer does not maintain the confidentiality of MMX's Confidential Information, MMX may suspend the Services. If MMX does not maintain the confidentiality of Customer's Confidential Information, Customer may terminate this Agreement. A party shall be entitled to obtain injunctive relief for any continuing violation of this Section in addition to any other remedy or relief to which such party may be entitled.

7.3 Each party to this Agreement will promptly notify the other party if it becomes aware of, or has reason to suspect that there has been, a breach of the other party's Confidential Information. In addition, the parties agree to cooperate with each other in the investigation of any incident involving an actual or potential breach of Confidential Information.

8. Term.
This Agreement shall commence as of the Effective Date and shall continue, subject to either party's ability to terminate this Agreement as provided herein. The term of this Agreement shall be on a month-to-month basis and may continue for a period not to exceed five (5) years contingent upon sufficient appropriation of funds subject to termination as outlined in Section 9.

9. Termination.

9.1 Either party may terminate this Agreement upon the occurrence of a material breach by the other party if the breach has not been cured within thirty (30) days following receipt of written notice thereof.

9.2 Upon expiration or earlier termination of this Agreement:

9.2.1 Customer shall remove or deactivate all data stored on ImageSilo®. The Fees and Expenses shall remain applicable so long as Customer has not complied with this Subsection. MMX acknowledges and agrees that Customer retains the rights to any and all data stored on ImageSilo® and is legally entitled to remove or deactivate all data stored therein within a reasonable period of time following expiration or termination of this Agreement.

9.2.2 Customer shall pay MMX all unpaid Fees and Expenses up to and including the date of termination.

9.2.3 Access granted to ImageSilo® pursuant to this Agreement shall terminate automatically and Customer shall immediately cease accessing or attempting to access ImageSilo®.

9.2.4 A party's obligations shall cease except for those remaining or required to be performed following such termination.

10. Written Notices.
All notices to be sent regarding the terms of this Agreement, relating to disputes, non-renewal or termination shall either be sent by registered or certified mail, return receipt requested, or delivered personally, as applicable, to the attention of the Contract Administrator of MMX or the President or appointed representative of the Customer at their respective addresses on the Order Form or to the address established by written notice pursuant to this Section.

11. Force Majeure.
In no event shall MMX be liable for delay in the performance of the Services or for any damages suffered by Customer when such delay or nonperformance is due to causes beyond MMX's reasonable control, including, but not limited to, acts of God, fire, strikes, floods, power outages, unforeseeable communications failures, epidemics, quarantine restrictions, war, insurrection or riot, civil or military authority, compliance with priority orders or preference rating issued by any federal, state or other governmental authority, freight embargoes, car shortages, wrecks, delays in transportation, unusually severe weather (including lightning strikes), unforeseeable interruptions in service or inability to obtain necessary labor or materials.

12. Attorneys' Fees.
In the event that an action is brought by a party to enforce this Agreement, the prevailing party shall be entitled to reimbursement of such party's reasonable attorneys' fees and expenses of any kind or nature incurred in connection with such action in addition to any other remedy or relief to which such party may be entitled.

13. Assignment.
Neither party may assign its rights and obligations under this Agreement without the other party's prior written approval, such approval not to be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives, successors and assigns.

14. Complete Agreement.
This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understanding. This Agreement shall not be modified or amended unless in writing and signed by each party.

15. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.