



# APAX SOFTWARE

348 E. Main Street  
Lexington, KY 40507  
apaxsoftware.com

---

Apr 30, 2024

## Software Maintenance Agreement

This Agreement is made and entered into as of May 1, 2024, by and between APAX Software, LLC, with its principal office at 348 E. Main Street, Lexington, KY 40507 ('Service Provider'), and Lexington-Fayette Urban County Government (LFUCG), residing at [Client's Address] ('Client').

### 1. Scope of Agreement

This Agreement specifically pertains to software maintenance services provided by the Service Provider for the Client's website located at [www.lexingtonky.gov](http://www.lexingtonky.gov) ("Website"). The services under this Agreement are exclusive to the Website and do not extend to any other projects, websites, or services the Client may have with the Service Provider.

### 2. Services Provided

Service Provider agrees to provide maintenance services for the Client's website, [www.lexingtonky.gov](http://www.lexingtonky.gov). These services include and are limited to bug fixes, incident response, technical support, minor enhancements, and necessary updates.

### 3. Retainer Agreement

The Client agrees to a retainer-style agreement for the provision of the aforementioned services under the following terms:

- The Client will be entitled to up to 20 hours of maintenance work each month.
- The rate for these services will be \$150.00 per hour.
- Unused hours within a month will not roll over to the subsequent month.



## 4. Payment Terms

a) The Client agrees to make recurring retainer payments as part of this Agreement to ensure service availability. The retainer amount shall be \$3,000 and paid on a monthly basis with payment terms net 30.

Additional Billing for Excess Hours: For activities that exceed the 20-hour threshold, the Client will be billed separately at an hourly rate of \$150 per hour. Prior to commencing work on such activities, the service provider will provide the Client with an estimate of the hours required and seek approval. This ensures transparency and consent for any work that falls outside the scope of the standard retainer.

Billing and Payment for Additional Work: Additional work approved by the Client will be billed monthly, with payment terms being net 30 days from the invoice date. Detailed records of hours worked will be maintained and made available to the Client upon request.

b) A late payment may incur a fee equal to 1% of the amount owed.

## 5. Term and Termination

a) This Agreement shall commence on May 1, 2024, and will continue to be in effect until terminated by either party as provided herein.

b) Either party may terminate this Agreement upon [90] days written notice to the other party.

## 6. Confidentiality

Both parties agree not to disclose any confidential information obtained during the course of this Agreement to any third party.

## 7. Limitation of Liability

The Service Provider's total liability under this Agreement shall not exceed the amount of fees paid by the Client under this Agreement.



**APAX SOFTWARE**

348 E. Main Street  
Lexington, KY 40507  
apaxsoftware.com

## 8. General Provisions

- a) This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- b) Any modifications to this Agreement must be in writing and signed by both parties.

## 9. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Lexington-Fayette Urban County Government (LFUCG)

Signature: Linda Gorton

Title: Mayor

Date: 5/9/2024

APAX Software, LLC

Signature: Amanda May

Title: Sr. Acct. Director

Date: 5/10/2024