August 1, 2019

Matt Garrepy
SOLODEV
800 North Magnolia Avenue
Orlando, FL 32803

Re: Contract No. 19-481, Website Redesign and Migration

Dear Mr. Garrepy:

Enclosed, please find three signed originals of the Agreement provided by Solodev.
Please sign all three originals, keep one for your files and return the other two to me at:

> Alisa L. True
> Charlotte County Board of County Commissioners
> Purchasing Division
> 18500 Murdock Circle, Suite 344
> Port Charlotte, FL 33948

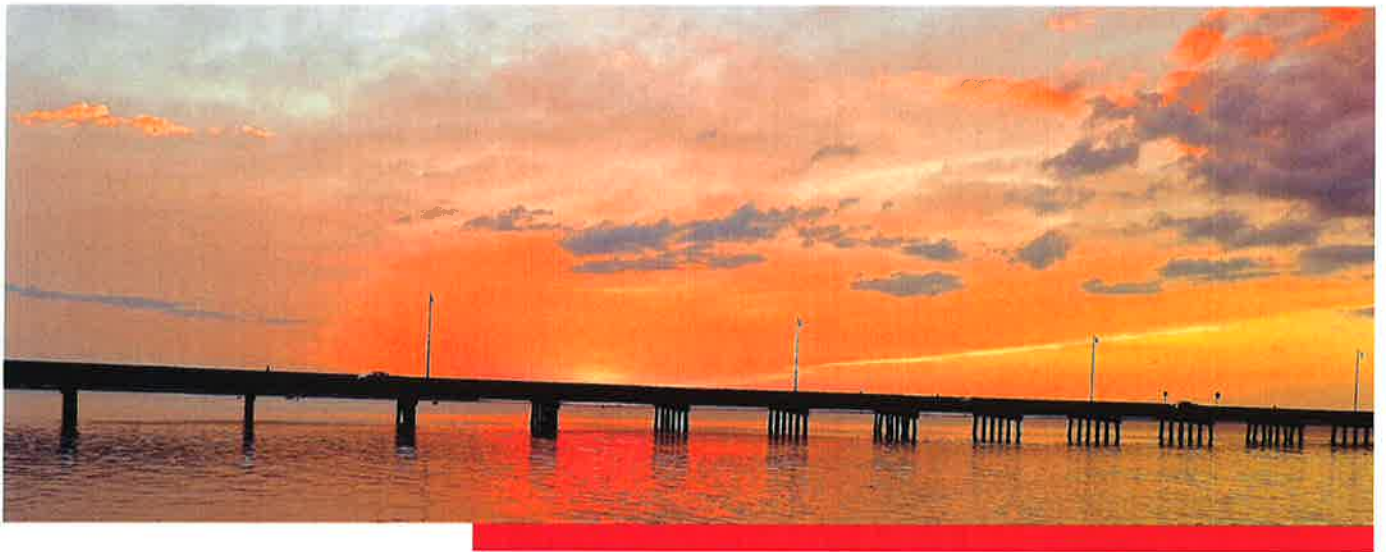If you have any questions, please do not hesitate to contact this office.

Sincerely,

Alisa L. True, CPPB
Contract Specialist

Enclosure(s)

Charlotte County
WEBSITE REDESIGN
June 05, 2019

Prepared By

Matt Garrepy

Chief Digital Officer

(407) 898-1961

matt@solodev.com

solodev.com

Digital Strategy

Brand Design

Web Design & Development

Content Management System

Mobile Applications

Digital Marketing

solodev®

Statement of Work

We're pleased that Charlotte County has chosen Solodev to partner on a Website Redesign and Migration project, along with the Solodev CMS Enterprise Cloud. Solodev will deliver the following components as part of this project for Charlotte County:

SOFTWARE & HOSTING

- 1 Solodev CMS Enterprise Cloud License *(single domain, for 3 server cluster)*
- Software & Infrastructure Config for Web Development
- Hosting via AWS
- *Please refer to the "Infrastructure" section for more details*

WEBSITE DESIGN & MIGRATION

- Develop a visual concept that will set the tone for look and feel of the new website. Includes:
    - 4 templates (homepage, sectional, detail, department)
    - 1 wireframe with 2 rounds of revisions
    - 1 design based on approved wireframe with 2 rounds of revisions
    - Develop responsive HTMLs and import 4 design templates into platform.
- 1 "Contact Us" Form (<10 fields) *(Data shall live in Solodev. Custom integrations are additional).*
- Develop custom migration script to programatically migrate up to 5,500 web assets (pages, documents, media files) from SharePoint to Solodev *(Upon completion of programmatic migration, some assistance may be required by Charlotte County to review & style imported content)*
- Standard Modules - Implementation & styling of: *News, Calendar, Notices, Slider, Alerts*
- Advanced Modules - Implementation & styling of: *Location, Photo Gallery, Documents (x2), People, Departments*
- Custom Programming *(please refer to page 8)*
- Project management & quality assurance

TRAINING

- Content Editor Training
- Administrator Training
- Developer Training
- *Please refer to the "Training" section for more details*

SOFTWARE SUPPORT AND MAINTENANCE

- Solodev Customer Care ("HelpDesk")
- Solodev Premium Critical Customer Care
- Website Maintenance
- *Please refer to the "Software Support & Maintenance" section for more details*

1. **Project Changes:** *The cost for this project is based on presented scope of work, estimated roles and hours to successfully deliver these requirements. Changes to this SOW (as defined above) or to the client's requirements may result in an adjustment of these hours and shall be subject to standard hourly rates. Client cannot launch or in any way utilize any deliverable without an acceptance and full payment. Solodev retains the right to each deliverable until full payment is received.*

2. *We confirm that the templates developed by Solodev shall be ADA compliant at delivery. In the event any existing information, content, data and other assets are not compliant, Solodev can advise a strategy at a separate cost.*

Responsibility of Charlotte County:

Due to the customized nature of this project, Solodev expects hands-on assistance from Charlotte County throughout the lifecycle of this project. The following shall be provided by Charlotte County:

MODULES

Solodev's objective is to standardized the modules and layouts to allow for ease of management long-term and give the Charlotte County team the ability to re-use modules in multiple locations and across multiple departments. Please note, for modules to be re-used, the fields and the layouts need to be consistent. For the following, Solodev will style and implement the modules and migrate existing entries as static content as part of the page migration. Charlotte County shall be responsible for moving data for each entry into the relevant module as desired to utilize a dynamic functionality going forward.

- News (1)
- Calendar (1)
- Notices (1)
- Slider (1)
- Alerts (1)
- Location (1)
- Photo Gallery (1)
- Documents (2)
- People (1)
- Departments (1)

MIGRATION

Solodev shall develop a custom migration script to programatically migrate up to 5,500 static web assets (pages, documents, media files) from SharePoint to Solodev. Charlotte County shall deliver a comprehensive sitemap of webpages with page URLS pre-migration. Additionally, upon completion of the migration, assistance from Charlotte County may be required to review and style some of the imported content.

ASSUMPTIONS

- Anything that resides outside of https://www.charlottecountyfl.gov is not included within the scope of this project
- Any pages, assets, functionality not specified within this proposal shall be migrated as static content
- The following items are NOT included in the scope of this project, but a strategy can be advised at a separate cost:
    - ADA Audit & Remediation
    - SEO Audit & Remediation
    - 301 Redirect Strategy and Implementation
    - Existing Broken Links - Strategy & Implementation
    - Focus Groups & Surveys
    - Set up permissions for all users
    - Set up workflows for all users

INFRASTRUCTURE

- **Licensing requirements:** Solodev CMS Enterprise Cloud-Hosted License is designed for the most demanding enterprise websites and applications, ensuring high redundancy, load balancing, replication, and unmatched uptime. The subscription-based license accommodates an unlimited number of users and pages.
  - **Each additional license (including dev. license) and/or additional websites/domains shall be subject to additional cost.*
  - *Infrastructure support plan is per single license and server cluster of up to 3 medium servers; additional licenses and server clusters shall be subject to additional infrastructure support costs.*

- Solodev currently offers both solutions - fully hosted or user hosted. For our Cloud offering, your site will be deployed using the following resources:
  - One Solodev Production CMS License
  - AWS Enterprise Cluster (3 medium web servers with a load balancer)
  - AWS RDS for HA database
  - Instance storage 100 GB
  - CDN with SSL
  - Monthly bandwidth 100 GB (for websites will less than <50K traffic/mo.).
    - *As a general rule, the number of visits in a given month is counted as the sum of daily visits during each month that have unique IP addresses seen in a 24-hour period from each browser .*
  - *Additional hosting / infrastructure resources are subject to additional costs
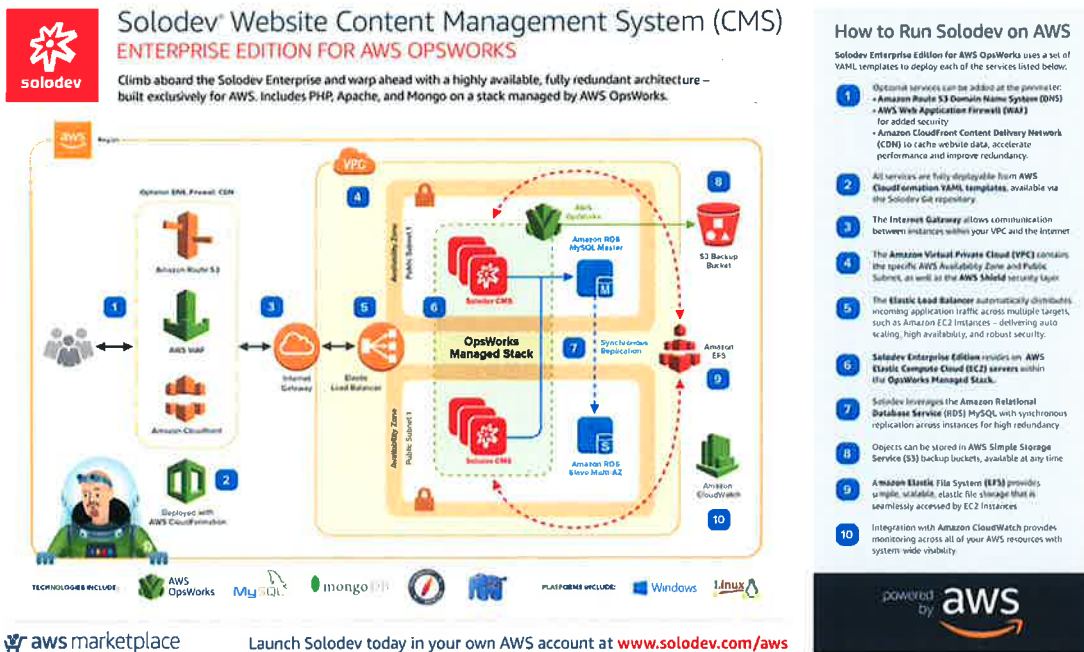
HOSTING UPTIME

Customers who choose Solodev and our state-of-the art, secure cloud infrastructure take advantage of the power of Amazon Web Services (AWS), the industry's premier solution for highly available, scalable, and secure environment.

- Amazon's Service Level Agreement: "AWS will use commercially reasonable efforts to make Amazon EC2 and Amazon EBS each available with a Monthly Uptime Percentage (defined below) of at least 99.95%, in each case during any monthly billing cycle (the "Service Commitment"). For more information please visit: https://aws.amazon.com/ec2/sla/.

TRAINING

Solodev offers a variety of training options designed around your specific needs and will develop a customized training agenda for each of the training sessions. Our Content Editor and Administrator sessions can host up to ten trainees, so you can maximize your investment. With all of our training programs, our goal is simple: transfer as much knowledge about the Solodev CMS without overloading our participants.

- **Content Editor Training**
  - **Overview**: This course provides basic training on Solodev. A great fit for content editors and marketers with limited technical or coding knowledge who need to perform routine content updates.
  - **Topics Include**: Logging in, locating files of interest, making routine content edits, creating/moving/deleting pages, and more.
  - **Duration**: Four hours
  - **Users**: Up to ten
  - **Delivery Method**: Remote *(Optional: On-site add on)*

- **Administrator Training**
  - **Prerequisite**: Content Editor Training
  - **Overview:** This course covers the more advanced areas of content management within Solodev. Provides a dynamic foundation for website administrators supporting individual users and performing more advanced website maintenance.
  - **Topics Include**: Managing user accounts with permissions, updating workflows, manipulating images, maintaining databases, editing calendar/events.
  - **Duration**: Six hours
  - **Users**: Up to ten
  - **Delivery method:** Remote *(Optional: On-site add on)*

- **Developer Training**
  - **Overview:** The most flexible, hands-on curriculum for onboarding a new Solodev user. Learn how to use Solodev to its fullest potential and customize key features for a variety of applications. This course offers our most advanced, in-depth training, designed exclusively for developers.
  - **Topics Include**: Activation and implementation, advising on best practices, API integrations and more.
  - **Duration**: Thirty day boot camp
  - **Users**: Single user
  - **Delivery method:** Remote

SOFTWARE SUPPORT & MAINTENANCE

Solodev Customer Care ensures that you receive support in a timely manner from our Solodev Certified™ Help Desk staff – via phone or through our online ticketing system.

- Solodev shall provide **ten (10)** advisory hours per month to support the County's website initiatives. These hours are to be used for marketing support purposes, custom programming, updating add-ons, training, general enhancements & revisions.

- Up to **three (3)** County technical users are provided access to Solodev's team and HelpDesk System.
    1. *Help Desk: Issues can be submitted at any time and they are responded to during regular business hours (M-F from 8:30 am-5:30 pm EST, excluding Holidays). Monthly unused support hours may be rolled into subsequent months over the course of the contract commitment term.*
    2. *Overages/Additional Requests: Overages and/or additional requested hours shall be billed at the standard hourly rate of $165. Client shall have the option to upgrade their support services at any point for the remainder of then current term or pre-purchase an additional block of 50 hours at $8,250.*
    3. *After Hour Services: Requests that fall outside of business hours (including under a Critical Customer Care pan) are subject to the standard emergency rate of $265.*

Solodev Premium Critical Customer Care (SLA) provides access to after-hours critical support to address any infrastructure related issues.Upon receipt of a ticket, the Solodev support team will respond to that requests within 4 hours, 24/7/365. HelpDesk plan is required in order to select a Critical Customer Care option. Upon receipt of a ticket, the Solodev support team will respond to that request within 4 hours 24/7/365. This is response only - as each situation varies, we cannot guarantee issue resolution in a specified time frame. All work associated with resolving critical care requests shall be handled via monthly help desk hours or Client's pre-purchased block of hours.

Support Classification

- **Hours of Support:** Monday - Friday 8:30 am – 5:30 pm EST (Except Holidays)

- **Critical:** Your production system is inoperative, your business operations or productivity are severely impacted with no available workaround, or there is a critical security issue.

- **Non-critical:** Your production system is operating and you experience an issue.
    - **High urgency:** The issue is causing significant disruption of your business operations; a workaround is inadequate.
    - **Low urgency:** The issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.
    - **Prioritization:** Higher urgency issues are prioritized over lower urgency issues for any given customer and across all issues handled by Solodev Customer Care. Critical customer care subscribers receive priority on Urgent and Critical issues.

Escalation Policy:

- **Phone During Business Hours:** 407-898-1961 or 800-859-SOLO (Direct lines to be connected with an account manager for resolution)

- **Phone After Business Hours:** 407-898-1961 or 800-859-SOLO (After hours critical calls are routed to our after-hours service provider that connects with our team for prompt resolution. For after hours non-critical calls, messages are taken and routed for next business day resolution).

- **Email:** help@solodev.com

Website Maintenance*:

- **Server Administration**

- **Software Updates:** Software is updated regularly to deliver security improvements, compliance requirements, new functionality, and general enhancements. Software releases are issued on a regular basis or in response to possible vulnerabilities and our included with our Cloud offerings.

- **Monitoring**

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1. *Website maintenance accommodates 1 website URL. Each additional URL shall be billed at $295 / month for infrastructure support. Additional hosting / infrastructure resources to support each additional URL and monthly bandwidth are subject to additional costs and shall be billed accordingly.*

Investment Overview
WEBSITE DESIGN & MIGRATION *(ONE-TIME)*

The following table include the estimated cost based on our understanding of the project.

Description	Price	Qty	Subtotal
Implementation of Website Design Develop a visual concept that will set the tone for look and feel of the new website. Includes: • 4 templates (homepage, sectional, detail, department) • 1 wireframe with 2 rounds of revisions • 1 design based on approved wireframe with 2 rounds of revisions • Project management & quality assurance	$17,750	1	$17,750
Implementation Services • Software & Infrastructure Config for Web Development • Develop responsive HTMLs & import 4 design templates into platform • 1 "Contact Us" Form (<10 fields) • Develop custom migration script to programatically migrate up to 5,500 web assets (pages, documents, media files) from SharePoint to Solodev • Project management & quality assurance	$59,450	1	$59,450
Training Services • Content Editor Training • Administrator Training • Developer Training *Please refer to "Training" for details*	$16,200	1	$16,200
Standard Modules Implementation and styling of: • **News** *https://www.charlottecountyfl.gov/Pages/default.aspx* • **Calendar** *https://www.charlottecountyfl.gov/pages/events.aspx* • **Notices** *https://www.charlottecountyfl.gov/services/buildingconstruction/Pages/BCS-Notices.aspx* • **Slider** • **Alerts**	$2,950	5	$14,750

Advanced Modules
Implementation and styling of:
• **Location** *https://www.charlottecountyfl.gov/services/ParksRecs/Pages/park.aspx?Map_Key=*
• **Photo Gallery**
  https://www.charlottecountyfl.gov/services/landinformation/Pages/Interactive-Map-Gallery.aspx
• **Document** *https://www.charlottecountyfl.gov/dept/admin/Pages/Weekly-Columns.aspx*
  https://www.charlottecountyfl.gov/services/landinformation/Pages/Map-Gallery.aspx
• **People** *https://www.charlottecountyfl.gov/services/fire-ems/Pages/Administrative-Staff.aspx*
• **Departments** *For Charlotte County to manage departments home pages*
	$4,950	6	$29,700

Total			**$137,850**

Custom Programming

Our custom programming and development services are conveniently offered in blocks of hours to meet your specific needs. These blocks are available in quantities of 50 hours each, and can be used immediately or for future projects.

CUSTOM PROGRAMMING (ONE-TIME FEE)

Description	Price	Quantity	Subtotal
Provide Assistance via Blocks of 50 Hours*	$8,250	3	$24,750

• Search Implementation
*Charlotte County shall procure Swiftype or Google site search
& Solodev will provide assistance with implementation.*

• iFrames
Provide assistance with implementation of ESRI or other iFrames.

• Mega Menu
Implement static custom mega menus.

• UserWay
*Charlotte County shall sign up with UserWay and provide
Solodev with the embed code for implementation.*

• Homepage Video
*Charlotte County shall provide Solodev with a web compressed
mp4 file or host desired homepage video with Vimeo or similar
providers and Solodev will display it on the homepage.*

• Back-up Script
*Assist Charlotte County with a custom script development to
allow access to back-ups.*

Total   **$24,750**

1. **Pre-purchased blocks of hours:** *Our custom programming and development services are conveniently offered in blocks of hours to meet your specific needs. These hours can be used immediately or rolled over for future projects. Overages and additional requested hours shall be subject to additional blocks of hours or billed at standard hourly rate (services completed during regular business hours at $165 / hour and for emergencies at $265 / hour)*

2. **Additional hours may be required:** *Due to the customized nature of this project, Solodev shall provide custom development hours via proposed hours but cannot guarantee those hours to be sufficient. Solodev will make every effort to complete as many tasks as reasonably feasible within the allotted hours. In the event any complications are discovered, Client shall be immediately notified and presented with a recommended approach/additional scope of work. Project success team consisting of a project manager and a quality assurance engineer shall be assigned to all projects to maximize the contribution of assigned resources and deliver the highest quality levels. Eighteen percent (18%) of all hours shall be allocated to project success team.*

3. **Third party solutions** *are not included. Client shall purchase those directly and provide access for integrations.*

Optional Add-on Services

Upon completion of a developer level training, Charlotte County can either implement the following modules / custom programming items internally or procure additional custom programming blocks of hours for Solodev to implement.

Please note, the following items are optional. To select an item, simply check the box to the left and enter the desired quantity.

Description	Price	Qty	Subtotal
☑ **Additional Standard Module(s)**** Client shall select from the following options: • **How Do I / How To** • **Notices** *https://www.charlottecountyfl.gov/dept/utilities/Pages/Emergency-Notices.aspx* • **Meetings** *https://www.charlottecountyfl.gov/boards-committees/ahac/Pages/Meeting-Minutes.aspx*	$2,950	1	$2,950
☑ **Additional Forms (<10 fields) / each** Client shall select from the following options: • *https://www.charlottecountyfl.gov/dept/utilities/Pages/UtilityAvailability.aspx* • *https://www.charlottecountyfl.gov/forms/OrderCustomMapDisk/Pages/Order-Map-DataDisk.aspx?Map=Babcock_DRI;8.28* • *https://www.charlottecountyfl.gov/forms/AddressVerificationRequest/Pages/default.aspx* • *https://www.charlottecountyfl.gov/forms/OrderCustomMapDisk/Pages/Order-Map-DataDisk.aspx*	$500	4	$2,000
☑ **Custom Programming via Blocks of 50 Hours*** • Provide one block of 50 hours – SOW / services to be mutually defined by Charlotte County & Solodev to meet project specific needs.	$8,250	1	$8,250

Total   **$13,200**

1. ****Pre-purchased blocks of hours:*** *Our custom programming and development services are conveniently offered in blocks of hours to meet your specific needs. These hours can be used immediately or rolled over for future projects. Overages and additional requested hours shall be subject to additional blocks of hours or billed at standard hourly rate (services completed during regular business hours at $165 / hour and for emergencies at $265 / hour*

2. ****Additional hours may be required:*** *Due to the customized nature of this project, Solodev shall provide custom development hours via proposed hours but cannot guarantee those hours to be sufficient. Solodev will make every effort to complete as many tasks as reasonably feasible within the allotted hours. In the event any complications are discovered, Client shall be immediately notified and presented with a recommended approach/additional scope of work. Project success team consisting of a project manager and a quality assurance engineer shall be assigned to all projects to maximize the contribution of assigned resources and deliver the highest quality levels. Eighteen percent (18%) of all hours shall be allocated to project success team.*

3. ****Third party solutions*** *are not included. Client shall purchase those directly and provide access for integrations.*

4. ***** Modules:*** *Charlotte County shall be responsible for moving data for each entry into the relevant module as desired.*

OPTIONAL SERVICES (MONTHLY)

Please note, the following items are optional and can be procured via a monthly cost. To select an item, simply check the box to the left and enter the desired quantity.

Description	Price	Qty	Subtotal
☐ **Premium + Critical Care (<2 hour response time)** Upgrade Standard Critical Care (included) to a Premium + plan with <2h response times).	$1,200	0	$0 / month
☐ **Infrastructure Support / Website Admin** *Per each additional website URL**	$295	0	$0 / month

Total per month   **$0**

1. ***Pre-purchased blocks of hours:*** *Our custom programming and development services are conveniently offered in blocks of hours to meet your specific needs. These hours can be used immediately or rolled over for future projects. Overages and additional requested hours shall be subject to additional blocks of hours or billed at standard hourly rate (services completed during regular business hours at $165 / hour and for emergencies at $265 / hour*

2. ***Additional hours may be required:*** *Due to the customized nature of this project, Solodev shall provide custom development hours via proposed hours but cannot guarantee those hours to be sufficient. Solodev will make every effort to complete as many tasks as reasonably feasible within the allotted hours. In the event any complications are discovered, Client shall be immediately notified and presented with a recommended approach/additional scope of work. Project success team consisting of a project manager and a quality assurance engineer shall be assigned to all projects to maximize the contribution of assigned resources and deliver the highest quality levels. Eighteen percent (18%) of all hours shall be allocated to project success team.*

3. ***Third party solutions*** *are not included. Client shall purchase those directly and provide access for integrations.*

4. ***** Modules:*** *Charlotte County shall be responsible for moving data for each entry into the relevant module as desired.*

5. ***Additional Domains / Websites:*** *Depending on traffic volumes and hosting resources required, additional cost may apply in addition to the infrastructure support costs.*

ANNUAL INFRASTRUCTURE, USER SUPPORT AND SOFTWARE *(ONGOING)*

Below is a proposed infrastructure and user support with estimated cost based on our understanding of Charlotte County needs. This cost starts at project inception as infrastructure is required during the entire project development life-cycle.

Description	Price	Qty	Subtotal
Software Support and Maintenance*	$55,795	1	~~$55,795 / year~~ $51,331.40 / year 5-year Commitment(-8%)

Website Maintenance
• Server administration
• Software Updates
• Monitoring
• Accommodates 1 website URL

HelpDesk
• 10 hours / month (accommodates 3 users)
• Standard Critical Support (< 4h, 24/7/365)

Software & Infrastructure
• Resources to support website with up to 50K monthly
  traffic *(Please see "Infrastructure" for more details)*
• Solodev Enterprise Cloud (single domain)

Total per year   **$51,331.40**

*Annual Fees reflect an 8% discount for a commitment of 60 months. In the event Client elects to terminate the agreement for any reason prior to the initial 5-year term, Client shall be responsible to pay for the difference between standard rates and discounted rates.

PROPOSED PROJECT SCHEDULE

Project Phase	Task	Delivery
1.0 Project Management	1.1 Kick-Off meeting & discovery process 1.2 Research and analysis 1.3 Project plan development and project planning / management*	Month 1
2.0 Setup & Software Installation	2.1 Infrastructure and Software Configuration & Setup*	Month 1
3.0 Site Architecture	3.1 Collect existing sitemap, with URLs and proposed revisions from Client 3.2 Define content structure and optimize website navigation 3.3 Format sitemap to import into CMS*	Month 2

4.0 Wireframes	4.1 Develop 4 wireframes to define the key components, layout and workflow
	    4.1.1 One homepage
	    4.1.2 One sectional page
	    4.1.3 One interior page
	    4.1.4 One department page
	4.2 Present 4 wireframes for Client's feedback
	4.3 Implemented one comprehensive round of revisions
	4.4 Finalize and present wireframes for approval to proceed to design phase*
		Month 2

5.0 Design	5.1 Develop a design concept for each approved wireframe (4 total) 5.2 Present designs to Client for feedback 5.3 Implement up to two rounds of revisions 5.4 Finalize and present designs for approval to proceed to development phase*	Month 3
6.0 Web Template & Mobile	6.1 Develop web templates and convert approved designs into HTMLs* 6.2 Responsive coding for optimal viewing on smart phones & tablets	Month 3-4

7.0 Content Migration	7.1 Migrate up to 5,500 web assets from SharePoint to Solodev
	    platform via a script*
	    (Upon completion of programmatic migration, some Client's assistance may be
	     required to style imported content)
		Month 4-5

8.0 Programming & Module Configuration	8.1 Configure the selected modules as defined in SOW 8.2 Custom programming as defined in SOW 8.3 Complete Quality Assurance / Testing	Month 5-6
9.0 Training	9.1 Content Editor training 9.2 Administrator training 9.3 Developer training	Month 6-7
10.0 Software, Infrastructure & User Support	10.1 Solodev Cloud (with software security updates & AWS hosting) 10.2 Website administration and monitoring 10.3 Ongoing HelpDesk / Technical User Support	Month 1-60

* Denotes milestone

ONE-TIME PROJECT - ESTIMATED PROJECT TIMELINE: 6-7 MONTHS

ONGOING SUPPORT: MONTHS 1 - 60

Project Timeline: *Please note that this is an initial time estimate. Due to the impact of variables including client review cycles, Solodev cannot proceed to the next phase until previous phase is approved and closed. Due to the completion date Charlotte County must submit approvals within three business days. Solodev shall not be responsible for client delays.*

Agreement

This agreement is made as of **Not yet accepted,** ("the Effective Date"), and by and between SpaceMade, LLC, a Florida limited liability company, d/b/a **Solodev** ("Solodev"), and **Charlotte County**, ("Client").

SELECTED SERVICES

Fee Type	Term	Total
One-Time	Project Completion	**$175,800.00**
Annual	5 years	**$51,331.40 / year**
Monthly *(if selected)*	12 Months	**$0.00 / month**

Contract Term

- **One-time Services**: From contract acceptance until delivery of services. (Block of hours expire 12 months from proposal acceptance.)

- **Monthly / Ongoing Services:** Unless otherwise noted, the standard contract term of 12 months shall apply and shall automatically renew for a successive twelve month term.

- **Annual Services:** Unless otherwise noted, the standard contract term of 5 years shall apply and shall automatically renew for a successive five year term term unless terminated at least 45 days prior to the renewal date.

Payment Schedule

- **One-time Services**: For projects below $25k, one-time fees are billed at proposal acceptance. For projects over $25k, one-time fees are billed 50% at proposal acceptance and 50% at delivery of services.

- **Website Design / Development Project:** Project is billed at 25% at project inception, 25% at completion of creative phase, 30% at completion of migration phase, and 20% at Beta delivery.

- **Ongoing & Annual Services**: Annual & ongoing invoice is issued or credit card charged 100% at proposal acceptance and then on the first day of then current year each following year. (Applies to Annual Infrastructure, User Support, Software, and other ongoing services).

- **Payment method:** Solodev accepts checks and electronic wire transfers. In the event Client wishes to pay via credit card, a processing fee of 3% shall apply.

ACCEPTED AND AGREED

Charlotte County shall accept and pay for presented Services, pursuant to the terms and conditions published at: www.solodev.com/terms. Charlotte County agrees to be bound by these Terms and Conditions and shall not be able to purchase Solodev products or services otherwise. This Agreement applies to you, Charlotte County, and your employees, agents, contractors, or other users who obtain Services from Solodev.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date written.

* Handwritten changes are invalid unless initialed by both parties.

Solodev

Charlotte County
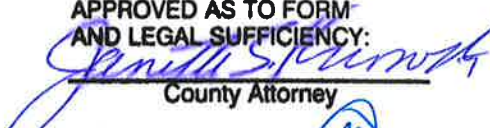
8/5/19

Matt Garrepy
Printed Name

Date

Chief Digital Officer
Title

Kenneth W. Doherty
Printed Name

Chairman
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
County Attorney
LR19-0450

Attest:

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: **Deputy Clerk**

GENERAL TERMS & CONDITIONS,

in accordance with the Panhandle Area Consortium Agreement.

1. Master Agreement

THIS AGREEMENT SETS FORTH THE TERMS OF CUSTOMER'S USE OF PRODUCST AND SERVICES ("SERVICES") PROVIDED BY SOLODEV.

BY PURCHASING OR USING SOLODEV PRODUCTS AND / OR SERVICES (SERVICES); BY EXECUTING AN ORDER; OR BY ACCEPTING THIS AGREEMENT; YOU AS THE "CUSTOMER" ("YOU", "YOUR", "CUSTOMER", "CLIENT", LICENSEE", OR "SUBSCRIBER") AGREE TO THE TERMS OF THIS AGREEMENT (THE "AGREEMENT") WITH JUST PROGRAM, LLC DBA DIGITALUS, DBA SOLODEV ("DIGITALUS"). IF CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, HE/SHE MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, CUSTOMER WILL NOT BE ABLE TO PURCHASE OUR SERVICES.

BY ACCEPTING AND / OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

This Agreement is the complete and exclusive agreement between Customer and Solodev regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

Customers who are direct competitor of Solodev may not access the Services, except with Solodev's prior written consent. In addition, the Customer may not access the Services for purposes of monitoring their availability, performance, functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 1, 2018. It is effective between the Customer and Solodev, as of the date of Customer accepts this Agreement.

Definitions:

"Acceptable Use Policy" means Solodev's Acceptable Use Policy which is expressly incorporated herein effective as of the date Customer signs or submits Order or start utilizing Solodev Products and / or Services.

"ACH" means Automated Clearing House.

"Agreement" means this Master Agreement

"Cancellation Date" is defined based on the Cancellation Request, product line and contract term. Typically the cancellation date is 30 days after a written Cancellation request was received.

"Cancellation Request" means a service cancellation request completed by users by logging into their account and submitting request to cancel or sending certified mail.

"Confidential Information" means all information disclosed by either party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including without limitation: (a) for Customer, all information transmitted to or from, or stored on, Solodev's systems, (b) for Solodev, includes the Services and unpublished prices and other terms of service, audit and security reports, business, sales and marketing plans, technology and technical information, product plans and designs, and business processes, product development plans and designs, server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered "Confidential Information" of the other party.

"Contract Period" also referred to as "Contract Term" or "Agreement Term" means the duration of the Agreement after expiration of the "Initial Contract Period" and renewal for additional term equal in length to the initial term.

"Customer" means an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which Customer is accepting this Agreement, and Affiliates of that company or entity which have entered into Order.

"Documentation" also referred to as "Solodev Help" means the applicable Services documentation, and its usage guides and policies, as updated from time to time, accessible via solodev.zendesk.com or login to the applicable Service.

"EFT" means Electronic Fund Transfer.

"Initial Contract Period" is the initial period from the effective date which Customer selects within the Order and commits to receive Solodev Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order" means either: (a) the online order that Customer submits to Solodev via the Solodev Website, (b) the online, electronic or paper order that Customer submits via 3rd party reseller; or (c) any other written order (either in electronic or paper form) provided to Customer by Solodev for signature that describes the Services Customer is purchasing, and that is signed by Customer, either manually or electronically.

"Solodev" is defined conditionally as Just Program, LLC and may also be referred to as "Us", "We", "Our"

"Solodev Website" means Solodev's websites located at www.solodev.com

"Services" means those Solodev products or services described in the Order.

"Third Party Products" means third party software, services, applications or products that are not developed by Solodev but may be provided to Customer under this Agreement.

"Third Party Providers" means certain reseller and other relationships that Solodev has established with certain commercial vendors.

"Users" means the Customer and the Customer's employees, agents, contractors, consultants, third parties or other users who obtain or in any way use Services from Solodev.

1. SERVICES

For the fees stated on the face hereof or as otherwise stated herein, Solodev will use its best efforts to furnish during its normal operating hours the requested Services.

2. OBLIGATIONS

Solodev Obligations. For all Orders accepted by Solodev and subject to this Agreement, Solodev agrees to provide the Services listed, subject to and in accordance with the Agreement.

Customer Obligations. The Customer agrees to (a) be responsible for Users' compliance with this Agreement, Documentation and Orders, (b) be responsible for the accuracy, quality and legality of Customer's own data, and the means by which data was acquired, (c) use reasonable security precautions in light of Customer use of the Services and commercially reasonable efforts to prevent unauthorized access to or use of Services, (d) immediately notify Solodev of any unauthorized access or use of Customer account or any other breach of the security of the Services, (e) immediately report any issues or defects; (f) cooperate with Solodev's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (g) use Services only in accordance with this Agreement, Documentation, Orders and applicable laws and government regulations, and (h) comply with terms of service of any 3rd Party Providers with which Customer uses Services, (i) pay when due the fees for the Services and applicable charges, (j) keep Customer's billing contact, information, and other account information up to date; (k) pay all applicable federal, state, and local sales, use, value added, surcharges, excise, license, and any other taxes assessed with respect to the Services; and (l) provide Solodev with accurate factual information to help Solodev determine if any tax is due with respect to the provision of the Services, and if Solodev is required by law to collect taxes on the provision of the Services, then Customer must pay Solodev the amount of the tax that is due or provide satisfactory evidence of Customer's exemption from the tax.

3. ACCEPTANCE

The Services will be deemed accepted once Customers incepts usage of deliverable or fifteen (15) days after delivery, whichever occurs first.

4. ACCEPTABLE USE POLICY

By agreeing to the terms and conditions of this Agreement, Customer agrees to Solodev's Acceptable Use Policy as set forth herein. This Acceptable Use Policy (the "AUP") governs the Customer's use of all products and services (collectively, the "Services") offered by Solodev, as may be further described in any written proposal submitted by Solodev to the Customer or any service Orders submitted by the Customer and accepted by Solodev. This AUP applies to the Customer and the Customer's employees, agents, contractors, or other users who obtain Services from Solodev (each such person or entity being a "User").

Solodev's services may only be used for lawful purposes. Users may not use Solodev's Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior.

BY REGISTERING FOR AND USING THE SERVICES, THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AUP AND AGREE THAT ALL CUSTOMER'S USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

Intellectual Property Rights. The Customer warrants, represents, and covenants to Solodev that: (a) the Customer is at least 18 years of age if an individual and possess the legal right and ability to enter into this Agreement; (b) the Customer and the Customer's Users will use the Services only for lawful purposes and in accordance with this Agreement; and (c) the Customer and the Customer's Users have obtained all license or other rights necessary to install or use any software or products in conjunction with use of the Services.

Third Party Products. For the Customer's convenience, Solodev may provide the Customer access to Third (3rd) Party Products through certain 3rd Party Providers. Neither Solodev nor any 3rd Party Provider makes any representations nor warranties of any kind, express or implied, regarding any 3rd Party Products. The Customer agrees that he/she will not (a) copy any license keys or otherwise decrypt or circumvent any license key, (b) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any 3rd Party Product, or (c) reverse engineer, decompile, or disassemble any 3rd Party Product, except to the extent that such activity is expressly permitted by the 3rd Party Provider or applicable law. The Customer agrees to observe the terms of any license or applicable end user agreement for 3rd Party Products and Solodev will not have any liability for the Customer's use of any 3rd Party Products or any violation of any license agreements that govern such 3rd Party Products.

Any acquisition by Customer of 3rd Party Products, and any exchange of data between the Customer and any 3rd Party Provider and 3rd Party Product is solely between the Customer and the applicable 3rd Party Provider. Solodev does not warrant or support 3rd Party Products, whether or not they are designated by Solodev as "certified" or otherwise, unless expressly provided otherwise in an Order.

If Customer chooses to use a 3rd Party Products with a Service, Customer grants Solodev permission to allow the 3rd Party Provider and its 3rd Party Products to access Customer Data as required for the interoperation of that 3rd Party Product with the Service. Solodev is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such 3rd Party Product or its provider.

Security. Solodev is not responsible for any security breaches.

5. USAGE RESTRICTIONS

Customer will not (a) make any Service available to anyone other than Users, or use any Service for the benefit of, anyone other than Customer and authorized Users, unless expressly stated otherwise in an Order, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in an outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Documentation in a way that circumvents a contractual usage limit, or use of any of Solodev Services in a manner that violates Solodev Acceptable Use Policy, or to access or use any of Solodev's intellectual property except as permitted under this Agreement, or an Order, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or use interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, or (j) disassemble, reverse engineer, or decompile a Service, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of this Agreement or Order, by Customer or Users that in Solodev's judgment threatens the security, integrity or availability of Solodev Services, may result in Solodev's immediate suspension of the Services, however Solodev will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

6. FEES & PAYMENTS

The services described in the Order Agreement (the Order) shall be performed for the service fee specified. Additional work shall be subject to standard hourly rates as stated in Order. Unused hours shall be void at the end of the contract term or upon termination.

Upon execution of this Agreement, Customer shall be charged by or pay to Solodev the fees specified in the Order or otherwise specified herein. Except as otherwise specified herein or in an Order, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the Contract Period, or (iv) Services purchased cannot be decreased nor downgraded during the Contract Period.

All charges under this Agreement are due and payable on the due date of the invoices unless otherwise agreed to in writing.

For credit card payments, Customer shall provide Solodev valid and updated credit card information. By providing credit card information to Solodev, Customer authorizes Solodev to charge such credit card for all Purchased Services listed in the Order for the Initial Contract Period and any subsequent, renewal Contract Period(s) unless terminated sooner. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order. Credit card processing fee of three percent (3%) shall be applied to all credit card payments. Customer is responsible for providing complete and accurate billing and contact information to Solodev and notifying Solodev of any changes to such information.

Solodev fees do not include any taxes, levies, duties or similar governmental assessments of any nature. In addition to the fees specified in this Section, Customer shall pay the amount of any applicable federal, state or local sales, use, excise or similar taxes not measured by the income of Solodev or, in lieu thereof, Customer shall furnish to Solodev a properly executed tax exemption certificate.

All invoices shall be paid timely and in accordance with the Florida Prompt Payment Act. In the event invoice remains past due for more than 45 days, Solodev reserves the right to suspend all Services to Customer until such amounts are paid in full.

For monthly billing, Services are billed or credit card charged one month in advance on the first day of then current month and payments are due fifteen (15) days of the date of invoice.

For annual billing, Services are pre-purchased and billed at contract execution and then on the first day of then current year each following year. (Applies to Annual Infrastructure, User Support, Software, and other ongoing services).

For recurring services if extended contract period is selected, a five percent (5%) discount shall apply to twenty-four (24)-month term and eight percent (8%) to thirty-six (36)-month term.

For one-time, non-recurring billing, unless otherwise agreed in the Order or modified via request, Services are billed 50% in advance on the Effective Date and 50% on or around a date the prototype is delivered.
For annual billing, services are billed upon receipt of the Order and then annually, on the first day of then current year.

The Customer will be responsible for any costs Solodev incurs in enforcing collection of any amounts due under this Agreement, including without limitation, reasonable attorney's fees, court costs, or collection agency fees.

The Customer will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for the Customer's account. Solodev has the right to charge the Customer Non-Sufficient Funds (NSF) fees if the Customer's payment method is check and it was returned by the bank due to insufficient funds. The fee is thirty-five dollars (USD $35) in the United States.

If the Customer pays by credit card or ACH or EFT, then Solodev will charge the Customer's credit card or bank account (as applicable) to pay for any charges that may apply to the Customer's account. The Customer agrees to notify Solodev of any changes to the Customer's account, the Customer's billing address, or any information that Solodev may reasonably require in order to process the Customer's payments in a timely manner.

Solodev reserves the right to increase its fees up to 10% year over year with no less than a thirty (30) day notice of such change. Price increases will not affect Customers during their contract term.

Solodev may charge the Customer's credit card or bank account to pay for any charges that may apply to the Customer's account.

All Services and results thereof remain the sole property of Solodev until a full payment is received.

7. REFUND AND DISPUTES

Except where expressly provided in this Agreement, all payments to Solodev are nonrefundable. You must report any overcharges or billing disputes to Solodev within 30 (thirty) days of the time on which the Customer became aware, or should have become aware, of the existence of the overcharge or dispute. Charges that are not disputed within thirty (30) days of the date charged or date bill was received are conclusively deemed accurate.

8. MODIFICATION

Services can be upgraded to a higher level any time during the contract term but cannot be downgraded to a lower plan.

Solodev shall be entitled to modify its fees and any other terms and conditions contained in this Agreement at its sole discretion. If the Customer does not agree to the terms of any modification, the Customer may terminate the Agreement without any further liability by providing written notice to Solodev within 30 days of the posting of any modifications by Solodev.

9. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

9.1. Representations

Both parties represent that they have validly entered into this Agreement and have the legal power to do so.

9.2. Warranty

Solodev warrants to Customer that during the applicable Contract Term, (i) the Services will be performed in a timely and professional manner; (ii) custom development work will be free from bugs and defects for thirty (30) days after the work is delivered; (iii) Solodev will not materially decrease the overall security of the Services, (iv) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Termination Liability or Refunds" sections in this Agreement.

9.3. Warranty Disclaimer

Except as set expressly provided in Solodev's Agreement, Solodev is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY SOLODEV OR ANY THIRD PARTY VENDORS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS AND NEITHER SOLODEV, ITS PARENT COMPANY, NOR THEIR AFFILIATES AND SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. FREE SERVICES AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY PROVIDERS.

Defects should be promptly reported via submitting electronic tickets to help@solodev.com.

9.4. Monitoring User Activity

Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. Solodev exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any content of the information made available for distribution via the Services. In no event will Solodev, its parent company, and their affiliates and subsidiaries have any liability to Customer or any third party for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Services through accident, or fraudulent means or devices.

9.5. Interruption of Service

Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement.

Solodev is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from cause beyond its reasonable control (including, without limitation, mechanical, electronic, communications, or third-party supplier failure). Solodev cannot guarantee that (a) access to the Services will be uninterrupted or error-free, (b) defects will be corrected, or (c) the Services will be secure if outside of Solodev's reasonable control.

9.6. Limitation of Liability.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR SOLODEV'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, SOLODEV'S AGGREGATE LIABILITY TO THE CUSTOMER TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT THE CUSTOMER ACTUALLY PAID TO SOLODEV UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHER TORTS BUT WILL NOT LIMIT THE CUSTOMER'S AND HIS/HER AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES & PAYMENTS" SECTION ABOVE. THE FEES FOR THE SERVICES SET BY SOLODEV UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY WITH RESPECT TO THOSE LIABILITIES THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED EVEN IF ANY OTHER PROVISION MAY SUGGEST OTHERWISE.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. MUTUAL INDEMNIFICATION

10.1. Customer Indemnity

To the extent permitted by law, the Customer agrees to indemnify, defend, and hold harmless Solodev, its parent company, and their affiliates and subsidiaries, and all employees, officers, directors, partners, representatives or any such entity, from and against any and all claims, demands, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by Solodev arising out of (i) any breach of this Agreement or (ii) the negligence or intentional wrongful acts of Customer.

10.2. Solodev Indemnity

Solodev agrees to indemnify, defend, and hold harmless Customer from and against any and all third party claims, damages, losses, liability, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by Customer arising out of any claim alleging that the Services as provided by Solodev infringe any third party's intellectual property rights; provided Customer (a) promptly gives Solodev written notice of the Claim, (b) gives Solodev sole control of the defense and settlement of the Claim, and (c) gives Solodev all reasonable assistance. If Solodev receives information about an infringement or misappropriation claim related to a Service, Solodev may at its own discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Solodev warranties, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Service. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that Solodev Services are the basis of the Claim; (2) a Claim arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided by Solodev, if Solodev Services or use thereof would not infringe without such combination; (3) a Claim arises from Services under an Order for which there is no charge; (4) a Claim arises from Third Party Provider or Customer's use of the Services in violation of this Agreement or applicable Order.

10.3. Exclusive Remedy

This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. TERM & TERMINATION

11.1. Term Of Agreement

This Agreement will be for the "Initial Contract Period" as further described in theOrder. The term of this Agreement shall commence on the Effective Date, as stated in the Order, and shall continue until project completion for one time-services or for a period of twelve (12) months for recurring services, unless a longer term is selected within the Order. If no term is listed in the Order, then the Initial Contract Period will be twelve (12) months. At the end of the Initial Contract Period, the term of the Agreement shall automatically renew for an additional Contract Period equal in length to the Initial Contract Period unless terminated sooner per "Termination" Section of this Agreement. The Service pricing during any renewal term will increase by up to 8% above the applicable pricing in the prior Contract Period, unless Solodev provides Customer notice of different pricing at least 60 days prior to the applicable renewal Contract Period. Except as expressly provided in the applicable Order, renewal of promotional or one-time priced subscriptions will be at Solodev's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's Service pricing.

11.2. Termination

This Agreement may be terminated in one of the following ways: (i) by the Customer without cause and for convenience by providing at least 60 day advanced written Cancellation Request; (ii) by Solodev without cause by providing Customer with a written notice at least 30 days prior to the termination date; (iii) by Solodev upon a breach by Customer of its payment obligations; (iv) by Customer or Solodev, if a party commits a material breach of or fails to perform any obligations under this Agreement any other Agreement between the parties and has not cured such breach or failure within fourteen (14) days of receiving written notice from the terminating party specifying such breach or failure; or (v) upon the occurrence of any one or more of the following events of default:

(1) the entering into or filing by Customer of a petition, arrangement or proceeding seeking an order for relief under applicable bankruptcy or insolvency laws, an assignment for the benefit of its creditors, readjustment of debt or Customer's dissolution or liquidation; (2) the filing or commencement against Customer of any application, petition, action, or other proceeding seeking any of the relief, actions, or status described in subparagraph (1) hereof and the entering of a judgment, decree or order for relief granting any such relief, action or status which remains undismissed for a period of thirty (30) days or more; or (3) the insolvency of Customer; or (v) as otherwise provided in this Agreement.

11.3. Termination Liability Or Refunds

Upon termination, all rights and obligations of the parties shall immediately terminate, except for Customer's obligation to pay any charges due for services in progress, pending or completed. Annual fees pre-paid by the Customer for "ANNUAL INFRASTRUCTURE, USER SUPPORT AND SOFTWARE (ONGOING)" listed within this Agreement are not refundable. In the event the Agreement is terminated before the end of the Contract Period by the Customer for any other reason than Solodev's breach of this Agreement, the Customer shall be also required to pay the difference between the discounted rates for the Services listed in the Order, and the rate of the Services prior to any promotions and discounts being applied.

If this Agreement is terminated by Solodev for convenience or by Customer due Solodev's breach of this Agreement, Solodev will refund Customer any prepaid fees covering the remainder of the term of all Orders after the effective date of termination. In no event will termination relieve Customer from their obligation to pay any fees payable to Solodev for the period prior to the effective date of termination.

11.4. Surviving Provisions

The sections titled "Fees & Payments," "Proprietary Rights and Licenses," "Refund and Disputes", "Representations, Warranties, Disclaimers and Limitation of Liability", "Mutual Indemnification", "Termination Liability or Refunds", "Surviving Provisions", "Data Retention", "Proprietary Rights", "Confidentiality," and "General Provisions" will survive any termination or expiration of this Agreement.

12. DATA RETENTION

Solodev makes no guarantees about retaining any data stored on Solodev's systems or servers following expiration or termination of the Agreement. Solodev will typically delete such data seven (7) days following termination of subscription by either the Customer or Solodev. You will not have access to the Customer's data stored on Solodev's systems or servers during a suspension or following a termination.

13. PROPRIETARY RIGHTS

Subject to the limited rights expressly granted hereunder, Solodev and its affiliates and licensors reserve all right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer hereby grants Solodev and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Solodev's services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Solodev Services.

14. CONFIDENTIALITY

Any Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential will be protected and held in confidence by the Recipient. The Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections not materially less protective of the Confidential Information than those herein. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including outside counsel and consultants) on a "need to know" basis in connection with the services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Neither party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Solodev may disclose the terms of this Agreement and any applicable Order to a subcontractor or 3rd Party Provider to the extent necessary to perform Solodev obligations to Customer under this Agreement, under terms of confidentiality materially as protective as set forth herein. Each party may disclose Confidential Information relating to the Services to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential

Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information. This disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

15. GENERAL PROVISIONS

This Agreement constitutes the entire Agreement between the parties with respect to the transactions contemplated herein. The Customer and Solodev are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise, fiduciary or agency between the parties. The parties agree that any term or condition stated in Customer purchase order or in any other of Customer order documentation (excluding Order(s)) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, and (2) this Agreement, and (3) the Documentation.

Customer gives Solodev the express right to use Customer's name in advertising, publicity and other promotional endeavors. Solodev and Customer agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third Party Products, there will be no third party beneficiaries to this Agreement.

To the extent any portion of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect.

Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain if full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability arising out of any breach of this Agreement occurring prior to said termination or expiration.

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Neither Party may sell, assign or transfer any rights or obligations hereunder, nor delegate any duties under this Agreement whether by operation of law or otherwise, either in whole or in part, without the prior written consent of the other Party, (consent not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Solodev will refund to Customer any prepaid fees allocable to the remainder of the term of all Services for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

There are no third-party beneficiaries under this Agreement.

With respect to Services rendered by Solodev, this Agreement will be governed by, and construed in accordance with, the laws of the state of Florida and venue for all disputes arising out of or related to this Agreement will be brought exclusively in the Charlotte County, Florida court, and all parties to this Agreement consent to the jurisdiction of such court.

The Services and other technology Solodev makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

You agree that Customer have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Solodev's employees or agents in connection with this Agreement.

Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Solodev at help@solodev.com.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Customer may not transfer, assign or otherwise dispose of any of the rights and obligations granted or imposed upon it under this Agreement without the prior written consent of Solodev, such consent not to be unreasonably withheld or denied.

Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent by facsimile upon confirmation, sent and received by return receipt email (except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices), the day of sending by email), or upon receipt of delivery of overnight mail and shall be effective as of the date stated on the confirmation of receipt.

SOFTWARE TERMS AND CONDITIONS

1. Free Trials

With our free trial, you can test Solodev CMS for 14 days. Simply sign up for the plan of your choice, validate your billing information and your Free Trial begins!
Please note that if you have not cancelled your account before the end of your trial, your account will automatically renew and your card will be billed. You can cancel your subscription at any time by logging into your account.

- **Free Trial Period:**Free trial period will end at the same hour that it opens. For example, if you open your account at 10:00AM on Monday morning, your account will be processed for billing at 10:01AM, 14 days later.

- **Are there any features of Solodev CMS not available with a free trial?**No, all of the features in the plan that you choose will be available during the trial period.

- **Authorization charge to ensure validity:**We place a $1 hold to ensure your credit card is valid. Your card won't actually be charged until the end of the trial, and not at all if you cancel during the free trial. If cancelling, please do so at least 24 hours prior to the ending date and time of your free trial.

2. Subscriptions

- **When am I charged?**Plans are invoiced monthly and will renew automatically on the same day of each month. The first payment will be 14 days after sign up. Remember, you can cancel anytime.

- **Cancellation of Subscription** In the event that the Client would like to cancel their subscription they must inform Solodev of their intention to cancel their subscription at least seven (seven) days before the next scheduled payment in their billing cycle to avoid being charged for the following month. Your subscription can be cancelled anytime in the "My Account" section of your Solodev CMS account. Your account access will then terminate at the end of that billing period. If cancelling during the free trial period, please do so at least 48 hours prior to the ending date and time of your free trial.

- **Changing Subscription** You can change your subscription anytime in your Solodev CMS account.

- **Monthly Invoicing** Monthly invoices will be available and printable within your Solodev CMS account.

3. Refund Policy – 48 Hours

Refunds can be requested within 48 hours of the latest payment processing by emailing help@solodev.com for a full refund if you choose to cancel your subscription. It may take 72 hours for your refund to be reflected on your credit card statement and more time for international cards. After 48 hours of the latest payment processing, payments to are nonrefundable.

LICENSEE SPECIFICALLY ACKNOWLEDGES THAT LICENSEE HAS READ THE TERMS AND CONDITIONS ATTACHED HERETO AND AGREES TO BE BOUND BY THEM.

4. License

This license agreement governs your use of the Solodev software. By installing and using this software, whether installed by Solodev, you, other employees, contractors or service providers, you are accepting the terms of this agreement. Licensor grants to Licensee a nonexclusive, nontransferable license to use the Software, as defined on the face hereof, in hosting data at the number of CPUs licensed (the "License"). Unless specifically permitted by this Agreement, Licensee may not transfer, share, distribute, sub-license or copy the Software. Each license can only be installed on one server and cannot be transferred at any time. Licensee may not modify, prepare derivative works from, reverse engineer, disassemble or decompile the Software or transmit it electronically by any means. In addition, the Licensee may not use the Software in multiple computer or multiple user arrangements unless that use is covered explicitly by this license or an individual license for each computer or user. Licensee may make backup copies of the Software for archival purposes, and each backup copy shall include the copyright and other proprietary notices in or on the original. All right, title and interest in and to the Software remains with Licensor and, if applicable, its licensors. The Licensee and those of its employees and agents who need access to the Software agree to use and protect the Software in accordance with all of the terms of this Agreement, unless otherwise indicated on the face of this Agreement.

5. Fee and payment terms

- 5.1 Upon execution of this Agreement, Licensee shall pay to Licensor the fees specified on the face hereof or otherwise specified herein.

- 5.2 In addition to the fees specified in this Section, Licensee shall pay the amount of any applicable federal, state or local sales, use, excise or similar taxes not measured by the income of Licensor or, in lieu thereof, License shall furnish to Licensor a properly executed tax exemption certificate.

- 5.3 In order for Solodev to keep its rates low, payments must be made promptly. Bills will be deemed delinquent and assessed a $75 charge if payment is not received within five (5) days after the due date. If an amount remains delinquent more than fifteen (15) days after its due date, an additional ten percent (10%), or the highest rate allowable by law, will be added for each month of delinquency and all plans, subscriptions or services shall be suspended.

- 5.4 For recurring billing, Services are billed one month in advance and payments are due fifteen (15) days of the date of invoice.

- 5.5 The Client will be responsible for any costs Solodev incurs in enforcing collection of any amounts due under this Agreement, including without limitation, reasonable attorney's fees, court costs, or collection agency fees.

- 5.6 The Client will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for the Client's account. Non Sufficient Funds Fees (NSF) – Solodev has the right to charge the Client NSF fees if the Client's payment method is check (cheque) and it was returned by the bank due to insufficient funds. The fee is Thirty dollars (USD $30) in the United States.

- 5.7 If the Client pays by credit card or ACH or EFT, then Solodev will charge the Client's credit card or bank account (as applicable) to pay for any charges tha may apply to the Client's account. The Client agrees to notify Solodev of any changes to the Client's account, the Client's billing address, or any information that Solodev may reasonably require in order to process the Client's payments in a timely manner.

6. Obligations

- 6.1 Solodev Obligations. For all Orders accepted by Solodev and subject to this Agreement, Solodev agrees to provide Software License and the applicable support listed if chosen, subject to and in accordance with Solodev's Service Level Agreement.

- 6.2 Client Obligations. The Client agrees to (a) pay when due the fees for the applicable charges; (b) use reasonable security precautions in light of Client use of the License; (c) cooperate with Solodev's reasonable investigation of security problems and any suspected breach of the Agreement.

7. Security The Software contains proprietary and confidential information of Licensor and, if applicable, its licensors, and is protected under United States copyright law and trade secret laws of general applicability. Licensee agrees to use its best efforts to prevent, and protect the contents of the Software from, use by or disclosure to any third parties. Licensee agrees to take no action which may infringe upon the copyright and other rights Licensor and, if applicable, its licensors have with respect to the Software. Licensee agrees not to use or attempt to use the Software for any illegal purpose or in any manner inconsistent with any applicable federal, state or other law, rule or regulation.

8. Warranty Disclaimer

- 8.1 Solodev warrants to Client that the software license will be delivered and all software deficiencies will be resolved in a timely and professional manner.

- 8.2 Except as set expressly provided in Solodev's Agreement, Solodev is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure).

- 8.3 Security. Solodev is not responsible for any security breaches. If the Client's server is responsible for or involved in an attack on or unauthorized access into another server or system, then the Client will notify Solodev immediately, and Solodev will have the right to respond accordingly, including without limitation the right to identify, isolate, and block the source of the attack.

9. Warranty Limitations

- 9.1 Licensor warrants that the Software will perform in all material respects in accordance with the description and that the Software will be free from defects in material and workmanship under normal, proper and intended usage for the duration of a SaaS subscription or for two (2) months for non SaaS licenses. Licensor warrants that the Software at the time of purchase will be free of malicious code and disabling code, including viruses and Trojans, and shall not infringe on the intellectual property rights of any third party. Except as provided in the preceding sentence, Licensor does not warrant the use of the Software will be uninterrupted or error free. For SaaS licenses, the Licensee's sole and exclusive remedy and Licensor's maximum liability shall be a refund of the fee collected from Licensee during thirty (30) days immediately preceding the date on which the claim accrued. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) negligence or accident, or (iv) unauthorized modifications to the Software by any person or entity other than Licensor, unless otherwise approved by Licensor (v) any attempt at reverse engineering by the Licensee or any employee or agent of Licensee, (vi) software or hardware not provided by Licensor, (vii) electrical malfunctions or (viii) any other cause external to the Software. Any repairs or corrections made by Licensor for such problems will be billed at Licensor's standard time and material charges, plus reasonable and necessary out-of-pocket expenses. Data integrity, storage and backup are the sole responsibility of the customer. In the event of a breach of warranty, Licensee's remedy is repair of all or any portion of the Software, or replacement of the Software. If such remedy fails of its essential purpose, Licensee's sole and exclusive remedy and Licensor's maximum liability shall be a refund of the paid purchase price for the defective Software only and Licensee may terminate this Agreement with no additional liability to Licensor. This limited warranty is only valid if Licensor receives written notice of breach of warranty no later than thirty days after occurrence of the triggering event. Upon expiration of the warranty period, Licensee (and not Licensor or its licensors) assumes the entire cost of all necessary servicing, repairs or corrections pursuant to the terms and conditions of the Service Level Agreement.

- 9.2 Limitation of Warranties and Liability: EXCEPT AS SET FORTH IN SECTION 9.1 ABOVE, THE SOFTWARE IS SOLD "AS IS" AND WITHOUT ANY WARRANTIES AS TO THE PERFORMANCE, MERCHANTIBILITY, DESIGN, OR OPERATION OF THE SOFTWARE. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. EXCEPT AS DESCRIBED IN SECTION 1, ALL WARRANTIES EXPRESS AND IMPLIED ARE HEREBY DISCLAIMED. NEITHER LICENSOR OR ITS SUPPLIERS, NOR LICENSEE, SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF DATA OR USE OF DATA, LOSS OF DATAFILES, PROGRAMS OR OPERATING SYSTEMS, INTERRUPTION OF BUSINESS NOR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER OR ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, HOWEVER, CAUSED, WHETHER FOR BREACH OF WARRANTY, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF LICENSOR OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

10. Software Maintenance For non-SaaS license models, software maintenance is optional and subject to additional annual cost billable thirty (30) days prior to annual anniversary with net thirty (30) payment terms. **11. Data Retention Policy** Solodev makes no guarantees about retaining any data stored on Solodev's systems or servers following expiration or termination of this Agreement. Solodev will typically delete such data seven days following termination of subscription by either the Client or Solodev. You will not have access to the Client's data stored on Solodev's systems or servers during a suspension or following a termination

For additional terms please visit www.solodev.com/terms