

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the Village of Lombard, Illinois ("Customer") with its principal place of business at 255 E. Wilson Ave., Lombard, IL 60148 is made effective as of April 5, 2018.

### **1. ONLINE SOLUTIONS DELIVERY OF SERVICES:**

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form in consideration of the fees and terms described in the CitizenServe Order Form, which is incorporated herein by reference.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

This Service Agreement shall commence on March 1, 2018, remain in effect for a period of (1) year, unless terminated, canceled or extended as otherwise provided herein. Customer shall have the right, at its sole option, to renew the Service Agreement by paying the invoice submitted by CitizenServe to Customer for the renewal period. In the event that Customer exercises such rights, all terms, conditions and provisions of the original Service Agreement shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions that will be detailed in the renewal invoice.

Software Service: a service provided by the CitizenServe software application running online and making its facilities available to users over the Internet via an HTML interface.

### **2. CUSTOMER RESPONSIBILITIES:**

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Software Service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Software Service nor offer its use for others. All Customer data is owned by the Customer.

### **3. SERVICE LEVELS:**

CitizenServe will use commercially reasonable efforts to backup and keep the Software Service in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

CITIZENSERVE WARRANTS THAT THE SERVICES ARE SUITABLE FOR THE PURPOSE FOR WHICH THE SERVICES ARE MARKETED AND SOLD, BASED ON REASONABLE INDUSTRY STANDARDS.

### **4. TERMINATION:**

Either party may terminate this agreement for cause if the terminating party gives the other party thirty (30) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received

by CitizenServe as specified in the CitizenServe Order Form and CitizenServe has given Customer 30 day's written notice to cure any failure to pay

In the event that the Customer terminates the Agreement for cause, Customer shall be relieved of any further payment obligations under this Agreement.

Upon any termination, CitizenServe will discontinue Software Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

**5. INDEMNIFICATION:**

Customer agrees to indemnify, defend and hold CitizenServe harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the Customer's use of the Software Services or breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of CitizenServe, or their respective employees, agents or independent contractors.

CitizenServe agrees to indemnify, defend and hold Customer harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of CitizenServe, its employees or agents, or CitizenServe's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Customer, its employees, agents or independent contractors.

**6. INTELLECTUAL PROPERTY INDEMNITY:**

CitizenServe shall defend and indemnify Customer against all loss, liability, damages or expense (including reasonable attorneys' fees, expert witness fees and costs) arising out of any claim brought by a third party that the Software Services and any related software infringes upon the intellectual property rights of the third-party. CitizenServe will pay any costs, damages, reasonable attorneys' fees and expert witness fees attributable to any such action. If Customer's use of the Software Services or any related software is, or in Customer's opinion is likely to be, enjoined due to any type of claim covered by this paragraph, then CitizenServe shall, at its sole cost and expense, procure for Customer the right to continue using the Software Services and related software under the terms of this Agreement.

**7. ACCEPTABLE USE:**

Customer represents and warrants that the Software Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Software Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.



**8. CONFIDENTIALITY:**

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Software Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Software Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

In the event that the Customer has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Customer shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Customer from and against any claims arising from the Customer's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Customer's costs including reasonable attorney's fees. Compliance by the Customer with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., or with a decision or order of a court with jurisdiction over the Customer, shall not be a violation of this Section.

**9. MISCELLANEOUS PROVISIONS:**

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
- B. CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.
- C. All judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

**10. ACCEPTANCE:**

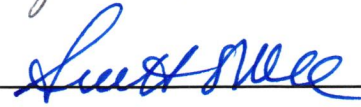
Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

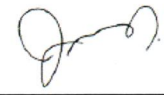
**Customer:** Village of Lombard

**Online Solutions, LLC**

Date: April 5, 2018

Date: 03/22/2018

Signature: 

Signature: 

Print Name: Scott Niehaus

Print Name: Jim Garvey

Title: Village Manager

Title: Manager



# Order Form

**Account Name:** Lombard, IL

**Contact Information:**

Keith Steiskal  
Building Official  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148  
Email: steiskalk@villageoflombard.org  
Phone: (630) 620-5763

**Billing Information:**

Jamie Cunningham  
Assistance Director of the Finance Department  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148  
Email: cunninghamj@villageoflombard.org  
Phone: 630-620-5910

**Contact Term:**

Billing Cycle: Annual  
Billing Schedule: Upon Contract Signing  
Service Term Starts: 03/01/2018  
Service Term Ends: 02/28/2019

**Components to be Implemented:**

Building Permits  
Code Enforcement  
Licensing  
Citizen Access Pages

**Fees:**

25 User Subscriptions	\$1,200 per named user per year	\$30,000.00
Setup, Training and Implementation	\$600 per named user	\$15,000.00
Additional Services	Data Migration (New World Permits, Code Enforcement, Contractor and Business Licensing)	\$10,000.00
	Bluebeam integration	\$5,000.00
	System Integration (not requested)	\$0.00
	Payment processors listed in Appendix A	\$0.00
	Batch load of parcel data and ongoing updates	\$0.00
	Batch load of GIS data layers and ongoing updates	\$0.00
	Period data backup delivered locally	\$0.00
	<b>Total 1<sup>st</sup> Year Fees</b>	<b>\$60,000.00</b>
	<b>Each Additional Year Fees</b>	<b>\$30,000.00</b>

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature

Scott Niehaus

Print or Type Name of Signatory

4/6/18

Execution Date

Address:

1101 E. Warner Road

Customer:

Authorized Signature

Jim Garvey

Print or Type Name of Signatory

03/22/2018

Execution Date

Address:

Village of Lombard





## Order Form

Suite 160  
Tempe, AZ 85284

255 E. Wilson Ave.  
Lombard, IL 60148

### Appendix A – Citizenserve existing payment processors

Authorize.net  
CyberSource  
ETS  
Invoice Cloud  
HP Convenience Pay Services  
PayPal  
Xpress Bill Pay  
CiviTek  
UniPay  
Payment Service Network, Inc (PSN)  
Forte

Integration with Payment processor not on this list will incur a onetime charge of \$5,000