

## **MASTER SOFTWARE AS A SERVICE AGREEMENT**

THIS MASTER SOFTWARE AS A SERVICE AGREEMENT (“**AGREEMENT**”) is entered into, to be effective as of \_\_\_\_\_ (“**EFFECTIVE DATE**”), by and between **THE REDPOINTE GROUP, LLC**, an Arkansas limited liability company whose mailing address is 103 N Commerce, Russellville, AR 72801 (“**DEVELOPER**”), and **THE CITY OF ASHLAND, AL**, a(n) **CLAY COUNTY CITY** whose mailing address is **83183 HWY. 9, ASHLAND, AL 36251** (“**CLIENT**”).

### **1. DEFINITIONS.**

(a) **AUTHORIZED USERS:** those employees, agents and independent contractors of the Client who are authorized by the Client to use the Services and the Documentation, as further described in Section 3.2.

(b) **CONFIDENTIAL INFORMATION:** information that is proprietary or confidential or identified as Confidential Information in Section 12.

(c) **CLIENT DATA:** the data inputted by the Client, Authorized Users, or Developer on the Client’s behalf for the purpose of using the Services or facilitating the Client’s use of the Services.

(d) **DOCUMENTATION:** the document made available to the Client by Developer online or such other web address notified by Developer to the Client from time to time which sets out a description of the Services and the user instructions for the Services.

(e) **NORMAL BUSINESS HOURS:** 8:00 am to 5:00 pm Central time, each Business Day.

(f) **SOFTWARE:** the software applications provided by Developer as part of the Services.

(g) **SUPPORT SERVICES POLICY:** Developer’s policy for providing support in relation to the Services as made available to the Client from time to time.

(h) **USER LICENSES:** the user licenses purchased by the Client pursuant to Section 10.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this Agreement.

(i) **VIRUS:** anything or any device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. **THE SERVICES.** This Agreement sets forth the terms and conditions under which Developer agrees to license certain hosted Software on a “software as a service” basis and provide all other services, data loading, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Client’s productive use of such Software (the “**SERVICES**”), such Services to include the deliverables more particularly described on one or more “Scope of Work”, attached hereto as Exhibit A (each, a “**SCOPE OF WORK**” or “**SOW**”).

3. **USER LICENSES.**

3.1 Subject to the Client purchasing the User Licenses in accordance with Section 4.2 and Section 10.1, Developer hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation in accordance with this Agreement during the Term solely for the Client’s internal business operations.

3.2 In relation to the Authorized Users, the Client undertakes that: (a) the maximum number of Authorized Users shall not exceed the number of User Licenses it has purchased from time to time; (b) no User License will be used by more than one individual Authorized User unless it has been wholly reassigned to another individual Authorized User, in which case the prior Authorized User’s rights are revoked; (c) it shall provide a list of the Authorized Users to Developer within five (5) business days of Developer’s written request; and (d) it shall permit Developer to audit the Services in order to establish the identity and authority of each Authorized User. If any of the audits reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to Developer’s other rights, the Client shall promptly disable such passwords and Developer shall not issue any new passwords to any such individual. If any of the audits reveal that the Client has underpaid License Fees to Developer, the Client shall pay to Developer an amount equal to such underpayment as calculated in accordance with the then current prices.

3.3 The Client shall not (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; (b) use the Services and/or Documentation as a service bureau; (c) license, sublicense, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, (d) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Section 3.

3.4 The Client shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Developer.

3.5 The rights provided under this Section are granted to the Client only, and shall not be considered granted to (a) any subsidiary or holding company of the Client (b) any other person or company affiliate, or (c) any other person or party, in each case, without the prior written consent of Developer.

4. **ADDITIONAL USER LICENSES.**

4.1 The Client may, from time to time during the Term (as defined in Section 15, below), purchase additional User Licenses if deemed necessary. Developer, doesn't track concurrent user licensing, unless the number of users exceeds thirty (30) concurrent users. Developer doesn't believe additional licenses will be necessary.

4.2 If the Client wishes to purchase additional User Licenses, the Client shall notify Developer and upon receipt of invoice from Developer, the Client shall, within thirty (30) days of the date of Developer's invoice, pay to Developer the relevant fees for such additional User Licenses (Ten (\$10) dollars per licenses greater than thirty (30)) and, if such additional User Licenses are purchased by the Client part way through the Initial Term or any Renewal Period (each as defined in Section 15, below), as applicable, such fees shall be pro-rated for the remainder of the applicable term.

5. **SERVICES.**

5.1 Developer shall provide the Services and make the Documentation available to the Client during the Term.

5.2 Developer shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for (a) planned maintenance scheduled with the Client and (b) unscheduled maintenance performed outside Normal Business Hours, provided that Developer has given the Client notice in advance.

5.3 Developer will provide the Client with Developer's standard support services during Normal Business Hours in accordance with Developer's Support Services Policy. Developer may amend the Support Services Policy in its discretion from time to time.

6. **CLIENT DATA.**

6.1 The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, completeness, accuracy and quality of the Client Data.

6.2 Developer shall follow its archiving procedures for Client Data. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Developer to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Developer.

7. **DEVELOPER'S OBLIGATIONS.**

7.1 Developer shall perform the Services substantially in accordance with this Agreement and any SOW attached hereto. The Software will contain the functions and features as described in Schedule 3 and/or the SOW.

7.2 Developer's obligations shall not apply to the extent of any non-conformance which is caused by use of the Services in violation of this Agreement, or

modification or alteration of the Services by any party other than Developer or Developer's duly authorized contractors or agents. If the Services do not conform with this Agreement, Developer will use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of Section 7.1. Notwithstanding the foregoing, Developer (a) does not warrant that the Client's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities, including Viruses.

8. **CLIENT'S OBLIGATIONS.** The Client shall (a) provide Developer with: (i) all necessary co-operation in relation to this Agreement, and (ii) all necessary access to such information as may be required by Developer in order to render the Services, including but not limited to Client Data, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under this Agreement, and obtain and maintain all necessary licences, consents, and permissions necessary for Developer, its contractors and agents to perform their obligations under this Agreement; (c) carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Developer may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement; (e) ensure that its network and systems comply with the relevant specifications provided by Developer from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Developer's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. **EMPLOYEE PROTECTION PROVISIONS.** Each party agrees that for the duration of this Agreement and for a period of one (1) year thereafter, neither it nor any of its affiliates will solicit for employment, directly or indirectly, any of the other party's employees with whom it first had contact, or who was specifically identified to it, during the Term of this Agreement, provided, however, that this paragraph will not prevent either party from employing any person who contacts such party on his or her own initiative without any direct or indirect solicitation by or encouragement from such party. For purposes of this paragraph, "solicit for employment" shall not be deemed to include any general solicitations of employment by one party not specifically directed towards employees of the other party.

10. **CHARGES AND PAYMENT.**

10.1 **Developer Fees and Expenses.** Fees and expenses for Services delivered pursuant to this Agreement will be invoiced according to the terms set forth on the Scope of Work (the "**FEES**"). Client shall also be responsible for all reasonable expenses incurred by Developer and its representatives in their performance of the Services pursuant to this Agreement (the "**EXPENSES**"); provided, reimbursable Expenses, if any, must be reasonable

and will be: (a) subject to Client's expense reimbursement policy, as delivered to Developer from time to time; (b) pre-approved by Client in writing and (c) billed at Developer's actual out of pocket cost. At the conclusion of each month or other period agreed upon by parties, Developer will provide to Client, in a form reasonably acceptable to Client, invoices with reasonably detailed documentation of expenses. Invoices will be delivered to the location specified by Client.

10.2 Payment Terms. Client represents and warrants to Developer that it has the financial ability to pay any Fees and Expenses incurred under this Agreement. Client will pay the Fees and Expenses within thirty (30) calendar days of receiving Developers properly submitted and undisputed invoices. Any amount that is not paid within such thirty (30) day period shall be considered to be in delinquency. Any delinquency shall constitute a material breach of this Agreement by Client and Developer may, in addition to any other available remedies available to it, cease all services; and terminate this Agreement (and any or all SOWs with Client). In the event of such a material breach by Client, Developer may, at its option, allow Client to cure such breach and reinstate this Agreement or applicable SOW subject to any reasonable conditions Developer may impose as a result of such breach.

10.3 Disputed Amounts. If and to the extent that Client disputes all or any portion of an invoice, Client shall timely pay all items or portions of any such invoice that are not in dispute. If Client disputes any invoiced charges, upon payment of any undisputed portions of such invoice, Client will take reasonable efforts in providing in writing to Developer (i) each item and/or portion of the invoice that Client disputes, (ii) the reasons for such dispute, and (iii) all facts upon which Client relies in support of its position that it is not obligated to pay each such disputed item or portion of the invoice, and/or, (iv) if Client contends that Developer has not met and satisfied any milestone, acceptance criteria or other prerequisite for any payment claimed to be owed by Client to Developer, the facts upon which Client relies in support of such contention(s). The parties shall use good faith and commercially reasonable efforts to resolve such disputes within fifteen (15) days after the receipt of the notice of the disputed items and/or portions of the invoice(s).

10.4 Pricing Change. After the Initial Term, as set forth on the Scope of Work, Developer shall reserve the right to modify pricing based on changes related to the cost of doing business. Any price modifications would be subject to approval by the Client's governing body not to be unreasonably withheld or delayed.

## 11. INTELLECTUAL PROPERTY RIGHTS.

11.1 Developer and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2 In the event that Client desires to purchase and acquire from Developer all of Developer's right, title and interest in and to the Software, or any portion thereof, for the purpose of applying for certain patent rights with respect to the Software, or for any other purpose, such purchase shall be made pursuant to a separate, negotiated agreement, pursuant to which the specific portions of the code that were written and developed by Developer as part of the Services provided pursuant to this Agreement may be sold, transferred and assigned to

Client; provided, in no event shall any other portion of the Developer's code be transferred, sold or assigned to Client. For the avoidance of doubt or confusion, any portion of the Developer's code that was not developed for the use by Client pursuant to the terms of this Agreement is and shall remain the exclusive property of the Developer. The distinction of the portions of the code that will not be made available for purchase by Client may be discussed prior to the Effective Date of this Agreement.

12. **CONFIDENTIALITY.** For purposes of this Agreement, the following terms shall have the following respective meanings: (i) "**CONFIDENTIAL INFORMATION**" shall mean the proprietary and confidential data or information, other than "Trade Secrets" (as defined below), which is of tangible or intangible value to a party and is not generally known by or available to the competitors of such party; and (ii) "**TRADE SECRETS**" shall mean information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. In recognition of each party's need to protect its legitimate business interests, the parties hereby covenant and agree that they shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other party as strictly confidential and wholly owned by the other party and that it will not use, distribute, disclose, reproduce or otherwise communicate any such Confidential Information or Trade Secrets to any person or entity for any purpose other than in connection with its performance of its obligations under this Agreement: (i) with respect to Confidential Information, at all times during the term of this Agreement and for a period of three (3) years thereafter; and (ii) with respect to Trade Secrets, at all times such data or information constitutes a "Trade Secret" under applicable law.

13. **INDEMNIFICATION AND INFRINGEMENT.**

13.1 **Indemnification.** If any deliverable becomes the subject of a claim by a third party of infringement or misappropriation of such party's intellectual property rights, Client shall promptly notify Developer of such claim. Developer shall indemnify Client against liability to third parties for use of such deliverable, including, without limitation, reasonable attorney's fees and that arise from Client's use of such deliverable. This duty to indemnify is conditioned upon Client (i) giving Developer prompt notice of such third-party claim, (ii) permitting Developer to participate in the defence of such claim and facilitating such participation by furnishing Developer with such information that Client has or receives that relates to such claim and its resolution, and (iii) conferring on Developer the right to approve or reject any settlement of a claim for which Client is seeking indemnification from Developer. Developer has no duty to indemnify Client, and Client shall indemnify Developer, against such infringement or misappropriation claims to the extent such claims result from (A) Developer's compliance with any requirements, specifications or instructions received from Client, to the extent such infringement would not have occurred but for such compliance, or (B) any additions or changes made to a deliverable by Client subsequent to Developer's delivery of such deliverable to Client.

13.2 Infringement. In the event the deliverables are held or are likely to be held to constitute an infringement, Developer, at its own expense, will first use reasonable and prompt efforts to: (a) procure for Client the right to continue to use the deliverables; (b) modify all affected deliverables so they are non-infringing and of at least equivalent performance and functionality; or (c) upon adequate showing to Client that both of the foregoing options are not commercially feasible, to either provide functionally equivalent replacement deliverables to Client or reimburse Client for the reasonable costs and expenses of obtaining and implementing such replacement deliverables. Section 13.1 and this Section 13.2 state Client's exclusive remedy in the event of an infringement claim.

14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. ANY LIABILITY OF DEVELOPER, FOR LOSS OR DAMAGES INCURRED BY CLIENT, WHETHER THE LIABILITY ARISES FROM CLAIMS OF BREACH OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATION OR OTHER LEGAL CLAIMS, SHALL BE LIMITED TO THE FEES PAID TO DEVELOPER BY CLIENT PURSUANT TO THE AGREEMENT(S) COVERING THE SERVICES AND/OR DELIVERABLES THAT ARE THE PROXIMATE CAUSE OF SUCH LOSSES OR DAMAGES. DEVELOPER IS NOT AN INSURER AND ITS PRICING REFLECTS THE ASSUMPTION OF NO RISK ON THE PART OF DEVELOPER FOR DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY LOST PROFITS, LOST BUSINESS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ANY SERVICES PERFORMED BY DEVELOPER IN CONNECTION WITH THIS AGREEMENT, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

15. TERM AND TERMINATION.

15.1 This Agreement shall, unless otherwise terminated as provided in this Section, commence on the Effective Date and shall continue for the Initial Term (as set forth on the Scope of Work) and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "RENEWAL PERIOD" and together with the Initial Term shall constitute the "TERM"), unless (a) either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or (b) otherwise terminated in accordance with the provisions of this Agreement.

15.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if (a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or (b) a failure by Client to make any payment in accordance with this Agreement when due.

15.3 Upon termination of this Agreement for any reason (a) all licenses granted under this Agreement shall immediately terminate; (b) each party shall return and make

no further use of any property, Documentation and other items (and all copies of them) belonging to the other party; (c) Developer may destroy or otherwise dispose of any of the Client Data in its possession unless Developer receives, no later than ten (10) days prior to the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. Developer shall use reasonable commercial endeavours to deliver the back-up to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Developer in returning or disposing of Client Data; and (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

16. **FORCE MAJEURE.** Developer shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Developer or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration.

17. **RECORDS.** Developer will: (a) retain records to reasonably document the Services provided and fees paid or payable by Client under this Agreement until the later of: (i) three (3) years after billing (or such longer period as required by law), and (ii) final resolution of any actively pending disputes between the parties relating to Developer's charges; and (b) upon receiving notice from Client, provide Client's personnel with reasonable access to such records and documents. Such access will require at least five (5) business days advance notice to Developer and will be provided at reasonable hours, except as may be required on an emergency basis, provided that any such access may not interfere with Developer's performance of its obligations under this Agreement or compromise any reasonable security processes or procedures.

18. **EQUITABLE REMEDIES.** Any breach of this Agreement by a party will cause irreparable damage to the other party, the exact amount of which will be difficult to determine, and that the remedies at law for any such breach will be inadequate. Accordingly, in addition to any other remedy that may be available at law, in equity, or hereunder, to enforce or prevent any violation of any of this Agreement, the damaged party shall be entitled to seek specific performance and injunctive relief, without posting bond or other security,

19. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law must be in writing and signed by an authorized representative of such party and will not constitute a waiver as to any past or future breaches or remedies.

20. **ENTIRE AGREEMENT.** This Agreement (including all SOW's) constitute the entire agreement and understanding between the parties and supersedes any and all prior agreements, understandings, covenants, promises, negotiations, warranties and representations,



oral or written, express or implied, between the parties prior to the effective date of this Agreement and each SOW. This Agreement and each SOW with Client may only be amended by a writing signed by an authorized representative of each party.

21. **PUBLICITY.** During the Term of this Agreement, Developer may display the name and/or logo of the Client on its website and in Developer marketing material as a customer.

22. **ASSIGNMENT.** The rights and obligations under this Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment or transfer by a party in violation of this section will be null and void, and will entitle the other party to terminate this Agreement, at its option. Notwithstanding the foregoing, either party may freely assign this Agreement to an Affiliate, successor-in-interest by merger, consolidation or acquisition of substantially all assets, without the prior written consent to the other party.

23. **RELATIONSHIP OF PARTIES.** Developer's relationship to Client is solely that of an independent contractor and neither Developer nor its personnel shall be considered employees of Client. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or of any other association or relationship whatsoever between Developer and Client (or Developer's personnel and Client) other than the relationship of independent contractors. Developer shall exercise control over its employees, agents, representatives, and subcontractors and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, benefits or other remuneration of its employees, agents, representatives, and subcontractors. Developer's Personnel are not employees of Client and are not eligible to participate in any employment benefit plans or other conditions of employment available to Client's employees.

24. **THIRD PARTY RIGHTS.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

25. **NOTICES.** Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. **INTERPRETATION.** In this Agreement: (a) section headings are for reference only and do not affect the interpretation of this Agreement, (b) defined terms include the plural as well as the singular, and (c) "include" and its derivatives ("including," "e.g." and others) mean "including but not limited to."

27. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts and via facsimile or electronic (.pdf, DocuSign, HelloSign or similar electronic format) transmission, each of which shall be deemed an original and together shall constitute one and the same document.

28. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns.

29. **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas without regard to the principles of conflict of laws. The sole and proper venue for filing of suit for any violation of this agreement shall be Pope County Courthouse, in Russellville, Arkansas.

30. **COMPETITIVE EXCLUSIVITY.** During the Term of this Agreement, the Developer shall not, without the prior written consent of the Client, which shall not be unreasonably withheld, conditioned or delayed, directly or indirectly, provide services of any kind to any individual, entity or other organization for any purpose directly competitive with the Client's current business activities; provided, Client acknowledges that the Services provided pursuant to this Agreement could not be provided to any other entity without signification modification.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Pricing reflective in this agreement is valid for **90 days** after receiving the document. This document is to not be shared for pricing with other competitors and is only for officials associated with The City of Ashland, AL.

**DEVELOPER:**

**THE REDPOINTE GROUP, LLC**

By: \_\_\_\_\_  
(Signature)

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

Name: Kent McCoy

Title: President

**CLIENT:**

**THE CITY OF ASHLAND, AL**

By: \_\_\_\_\_  
(Signature)

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

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

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

## EXHIBIT A

### SCOPE OF WORK

Services and Software Application:	Fees
<p>1. <b><u>ONBOARDING AND CUSTOMIZATION:</u></b></p> <p>1.1 Conversion of existing forms related to Business Licensing into the TEK software system.</p> <p>1.2 Adapting TEK software within the software offerings to the City's processes for modules purchased.</p> <p>1.3 Creation of a landing page for the Client, that looks and feels consistent with their existing website.</p> <p>1.4 Ensure proper set-up of all modules for the city prior to launch.</p> <p>1.5 Migrate any existing data into the TEKConnectGov System.</p> <p>1.6 Creation of up to 5 custom reports for modules purchased. Including file for uploading Alabama State WRAP report.</p>	<p><b>One-time onboarding fee of \$3,500. Payment to be made before software going live or in equal instalments.</b></p>
<p>2. <b><u>BUSINESS LICENSING:</u></b></p> <p>2.1 Citizen Portal will allow the creation of a user profile, complete renewals and new business licenses online, and manage/view licenses from inception year forward.</p> <p>2.2 Ability to receive payments made by applicants through our online payment portal Stripe.</p> <p>2.3 License management, tracking and corresponding notifications.</p>	<p><b>Annual Fee of \$6,300, to be paid at time of the system going live or monthly payments of \$525</b></p>
<p>3. <b><u>ANNUAL SUPPORT AND TRAINING:</u></b></p> <p>3.1 Support for the software will be handed by TEKConnectGov and is offered free as part of our package.</p> <p>3.2 TEKConnectGov strives to handle support issues for our clients typically within the hour if received during normal business hours. In all cases, we ensure they are handled in a timely manner.</p> <p>3.3 TEKConnectGov will provide up to 2 weeks of training for Ashland, AL city employees.</p>	<p><b>Free</b></p>
<p>4. <b><u>AGREEMENT DURATION:</u></b></p> <p>4.1 Initial term of the contract will be 3 years starting form the date the application goes live, not from the time the contract is signed.</p> <p>4.2 If the Client, chooses to terminate the contract early, it will be based on the terms listed in the Master Software License Agreement.</p>	<p><b>3 Year Term</b></p>
<p>5. <b><u>HOURLY RATE:</u></b></p> <p>5.1 For additional items not listed above, an hourly rate of \$150 per hour will be charged. Examples may include:</p> <p>(a) Database changes and corrections</p> <p>(b) Additional Reports outside of those included in the software and/or the 5 custom reports included with the onboarding process.</p>	<p><b>\$150 per programming hour</b></p>