Service Agreement

For iWorQ Applications and Services

Prepared for:

Lincolnton, NC
114 W Sycamore St. Lincolnton, NC 28092
Population: 10945

Prepared by:

Joe Johnsen
iWorQ Systems

Agreement ID: 260718

Lincolnton, NC hereafter known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all iWorQ application(s) and service(s) including the application(s) and service(s) listed in Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. IWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

IWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact:

Name: _____ Title: _____

Office Phone: _____ Cell (required): _____

Email: _____

Secondary Implementation Contact:

Name: _____ Title: _____

Office Phone: _____ Cell (required): _____

Email: _____

Portal Setup Contact:

Name: _____ Title: _____

Office Phone: _____ Cell (required): _____

Email: _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional $1,000 dollars towards setup costs (this is to cover iWorQ's time).

Portal Setup Contact Signature:

_____

11. CUSTOMER BILLING INFORMATION:

Billing Contact: _____ **Title:** _____

Billing Address: _____

Office Phone: _____ **Cell:** _____

Email: _____

PO #: _____ **Tax Exempt ID # (required):** _____

Note: If a tax-exempt number is not provided, a 10% service increase will be added to the yearly invoice.

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the agreement and agree and accept all the terms.

Signature: _____ **Effective Date:** _____

Printed Name: _____ **Title**: _____

Office Phone: _____ **Cell:** _____

Unless otherwise stated, Service Period starts the first day of the month after signature and Effective Date.

APPENDIX A

APPLICATIONS, SERVICES AND PRICING SCHEDULE

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Standard Billing Terms

Recurring Fees:

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	$11,875.00	Annual Invoice	08-01-2026 - 07-31-2027

Setup Fees

Standard Invoice Date	Amount	Invoice Purpose	First Year Service Period
30 Days Prior to the Period Start	$2,000.00	Agreement Setup Amount	60 Days after Kickoff

Annual Subscription Fees

Application ID	Classification	Application Name	Agreement Pricing
600	PKG - Existing	Permit Management	$7,875.00
400	PKG - Existing	Code Enforcement	$0.00
1000	PKG - Added	Portal Home	$0.00
ADD-22	Added	Payment Processing (Payroc)	$0.00
ADD-8	Added	Additional Web Forms for Online Portal	$0.00
2000	PKG - Added	Planning & Zoning	$4,000.00
1000	PKG - Added	Portal Home	$0.00
ADD-22	Added	Payment Processing (Payroc)	$0.00

Subscription Fee Total (This amount will be invoiced each year) $11,875.00

One-Time Setup

Service(s)	Agreement Price
Implementation and Setup Cost (Year 1)	$2,000.00

Recurring Agreement Pricing	$11,875.00
Agreement Setup	$2,000.00
Total Due Year 1	**$13,875.00**

NOTES AND SERVICE DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date.
II. This Subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days.
III. This cost proposal cannot be disclosed or used to compete with other companies.

UPGRADE AND ADD-ON NOTES

I. This agreement combines existing services totaling $ 1,875.00 with proposed added services totaling $ 10,000.00 for a new annual total of $11,875.00.
II. This agreement upgrades the community development package from Basic to Enterprise and the Planning and Zoning Enterprise Package
III. This agreement comes with a total of 12 webforms.

APPENDIX B
PRODUCT DESCRIPTIONS

Package(s) Purchased

ComDev
Community Development Enterprise, Planning & Zoning Enterprise

Product Descriptions

Application / Feature	CD Basic	CD Department	CD Enterprise
Permit	x	x	x
Code	x	x	x
Available on Multiple Device Types	x	x	x
Configurable Reporting	x	x	x
Track Fees & Payments	x	x	x
Inspections & Plan Review Tracking	x	x	x
Sensitive File Uploads	x	x	x
OpenStreetMap w/ Quarterly Updates	x	x	x
Access to iWorQ Letter Template Library	x	x	x
25mb Upload / 100GB Usage*	x	x	x
3 Custom Letters*	x	x	x
3 Custom Web Forms*		x	x
Online Portal		x	x
Online Citizen Messaging		x	x
Card Processing			x
Contractor Status Updates via Text			x
Configurable System Workflows			x
iWorQ Notifications			x
Code Activity Reminders via Text			x

Application / Feature	CD Basic	CD Department	CD Enterprise
Permit Inspection Reminders via Text			x
Inspection Routing			x
Access to 24 Standard Web Form Templates			x
3 Scheduled Reports*			x
GIS REST Services**			x

* Available for Expansion Purchase

****GIS REST Services Requirements:**

iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met:

1. The Rest Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of that data.
    1.1. User Group must have permission settings set to allow root access to pull the data.
2. The Rest Service data contains the information needed for system functionality and field types match.
    2.1. The format of that data must conform to iWorQ Systems

Application / Feature	Planning & Zoning Basic	Planning & Zoning Enterprise
Track Projects	x	x
Available on Multiple Device Types	x	x
Configurable Reporting	x	x
Track Fees & Payments	x	x
Inspections & Plan Review Tracking	x	x
Configurable System Workflows	x	x
Plan & Schedule Meetings	x	x
Plan Annotation	x	x
Sensitive File Uploads	x	x
OpenStreetMap w/ Quarterly Updates	x	x
Access to iWorQ Letter Template Library	x	x
25mb Upload / 100GB Usage*	x	x
3 Custom Letters*	x	x
Card Processing		x
Online Portal		x
3 Custom Web Forms*		x
Access to 24 Standard Web Form Templates		x

Application / Feature	Planning & Zoning Basic	Planning & Zoning Enterprise
iWorQ Notifications		**x**
3 Scheduled Reports*****		**x**

* Available for Expansion Purchase

Additional Web Forms for Online Portal

- (6) Additional Web Forms for Online Portal Applications
- (12) Total Web Forms

Note: Additional Web Forms can be purchased as needed: $750/annually for 3

Custom Letters

- (15) Total Custom Letters

Note: Additional Custom Letters can be purchased as needed: $500/annually for 3.