

**ADDENDUM TO
HOSTING RENEWAL CONTRACT
BETWEEN
ICON ENTERPRISES, INC.
AND
THE TOWN OF FOUNTAIN HILLS**

This ADDENDUM (“Addendum”) dated September 29, 2017, modifies the Hosting Renewal Contract dated Sept. 4, 2014 (the “Original Agreement”), entered into between Icon Enterprises, Inc., a Kansas corporation, d/b/a CivicPlus (“CivicPlus”) and the Town of Fountain Hills, an Arizona municipal corporation (“Client”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify or replace sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. **Section 3 is hereby deleted and marked as intentionally omitted.**
2. **Section 4 is hereby deleted and marked as intentionally omitted.**
3. **A new Heading, Arizona Provisions, is hereby added to the Original Agreement after paragraph 20, and the following Sections are hereby added to read as follows:**

21. Indemnification. To the fullest extent permitted by law, CivicPlus shall indemnify, defend and hold harmless the Client and each council member, officer, employee or agent thereof (the Client and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to an infringement or alleged infringement of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the design, manufacture or use of the licensed software or any associated software patches, enhancements, upgrades or improvements.

22. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Client may cancel this Agreement without penalty or further obligations by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

23. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, CivicPlus and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). CivicPlus's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Client. The Client retains the legal right to randomly inspect the papers and records of CivicPlus and its subcontractors who work on this Agreement to ensure that CivicPlus and its subcontractors are complying with the above-mentioned warranty.

24. Israel. CivicPlus certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

25. Agreement Subject to Appropriation. The Client is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Client's then current fiscal year. The Client's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Client concerning budgeted purposes and appropriation of funds. Should the Client elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Client shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Client has no obligation or duty of good faith to budget or appropriate the payment of the Client's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Client shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Client shall keep CivicPlus informed as to the availability of funds for this Agreement. The obligation of the Client to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Client. CivicPlus hereby waives any and all rights to bring any claim against the Client from or relating in any way to the Client's termination of this Agreement pursuant to this section.

26. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.

27. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGES]



Hosting Renewal Contract

Terms & Conditions

Client Deliverable

1. CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") will provide website support, maintenance and hosting for Fountain Hills, Arizona ("Client") that includes all functionality as defined in this agreement.

Term & Termination

2. The term of this agreement shall be the later of 1 year from the date of signature below.
3. Either Party may terminate this Agreement by providing the other Party with 60 days' written notice prior to the contract renewal date.
4. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.

Billing & Payment Terms

5. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
6. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced September 23 annually.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
9. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
10. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
11. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Support

12. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
13. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
14. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
15. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility



Service & License Agreement for **Fountain Hills, AZ**

- 16. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
- 17. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
- 18. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
- 19. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

- 20. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

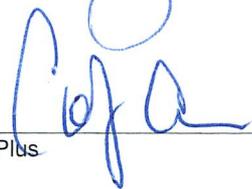
CR
10/11/17



Client

10/17/17

Date



CivicPlus

10/9/17

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Annual Support, Maintenance and Hosting Fee

<p>2017-2018 Annual Website Support, Maintenance and Hosting Fee (Effective September 23, 2017 – September 22, 2018) Does not include any applicable taxes</p>	<p>\$7,014.50</p>
---	--------------------------

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware