RESOLUTION NO. 24 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and GovOS which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a <u>Agreement between the City of Huntsville and GovOS</u> consisting of seven (7) pages with the date of November 21, 2024 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

       ADOPTED this the 21st day of November 2024.

                                        _____

                                        President of the City Council
of the City of Huntsville,
Alabama

       APPROVED this the 21st day of November 2024.

                                        _____

                                        Mayor of the City of Huntsville, Alabama

Application Studio Renewal

Huntsville, AL

Prepared for:

Kelly Schrimsher

Huntsville, AL
3242 Leeman Ferry Rd SW,
Huntsville, Alabama, 35801

GovOS

Pricing Summary

Name	QTY	Annual Fees:
Digitize	1	$15,664.48
Platform Standard User Licenses	12	$0.00
Number of Forms	999	$0.00
Additional Standard User Licenses	4	$0.00
Additional Standard User Licenses	1	$499.90
Studio Addon - API Access	1	$2,450.00
Payment Integration	1	$2,500.00
Optimization Fee	1	$2,111.44

First Year Annual Contract Value: $23,225.82

Additional Comments:

GovOS

Proposal Terms

General Information

Expiration of Proposal: Without acceptance of this proposal (this "**Proposal**"), pricing provided herein is good until 2024-11-22.

After said date, if not accepted, this Proposal shall be void.

Defined Terms:

- "**Agreement**" means the Existing Contract, amendments thereto, and the TOU (if applicable related to New Services).
- "**Customer**" means the "Customer" identified below.
- "**Effective Date**" means the date this Proposal is signed by Customer.
- "**Existing Contract**" means the "Master Contract" described below.
- "**Existing Services**" means Services provided pursuant to the Existing Contract.
- "**New Services**" means the Additional Solutions described below, which Services are provided to Customer subject to the TOU.
- "**Predecessor**" means GovOS's predecessor-in-interest that is a party to the Existing Contract.
- "**Services**" means the Existing Services and New Services (if applicable).
- "**Term**" shall mean the term that the Existing Services and/or New Services (as applicable) shall be provided to Customer hereunder.
- "**TOU**" means GovOS's standard terms of use, which can be found at www.govos.com/terms-of-use.

Customer Information

Organization Name	Huntsville, AL
Primary Address	3242 Leeman Ferry Rd SW Huntsville, Alabama, 35801
Primary Contact Name	Kelly Schrimsher
Primary Contact Email	kelly.schrimsher@huntsvilleal.gov

Existing Contract Information

Title of Master Contract:	https://govos.com/products/application-studio/terms-of-use/
	If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU.
Effective Date of Master Contract::	2023-12-06
Expiration Date of Master Contract::	2024-12-05
Original Parties (if applicable):	If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Agreement.

Amendment(s) to Existing Contract

Contract Extension Period:	Number of Month(s): 24
	Beginning the day following the "Expiration Date" indicated above (the "**Extension Period**"). For the sake of providing clarity, the Extension Period will end on 2026-12-05.
Hardware:	If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOs makes no representations and disclaims any and all warranties with respect to such hardware or equipment.

Financial Terms

| Fees: | Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "**Fees**"). |

Payment Terms:

- Annual Fees for the initial Term are due upon acceptance of this Proposal. The Fees for each year of the Term are pre-paid annually.
- Per document Fees are invoiced on a monthly basis.
- Implementation Fees will be billed upon completion and delivery of the associated Services.

All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.

Annual Fee Increase:

Unless otherwise indicated in the table of Fees above, following the initial Term, on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.

Late Payments:

Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.

Miscellaneous Terms

Piggyback:

During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "**Piggyback Entity**") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

Modification of Incorporated Documents:

GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.

Conflicting Terms:

In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Exisiting Contract, then this Proposal shall control.

Purchasing Agent Information: By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Billing Details

Billing Contact Name

Billing Contact Email

Billing Contact Phone

Invoice Delivery Method   Email/Electronic

Preferred Payment Method   Check

Billing Frequency   Annual

Proposal Acceptance

Proposal #:   006KW00000bw6SQYAY

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

Signature of Authorized Representative	Title	Date

GovOS Signature

Signature of Authorized GovOS Representative	Title	Date