



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 3/26/2026

**File ID:** TMP-6760

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and CivicPlus for digital accessibility software.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:**

**RESOLUTION NO. 26-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and CivicPlus, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Master Services Agreement between the City of Huntsville and CivicPlus," consisting of twenty-two (22) pages, and the date of March 26, 2026, 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 of the City of Huntsville, Alabama.

**ADOPTED** this the 26th day of March, 2026.

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

**APPROVED** this the 26th day of March, 2026.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-119825-1  
3/18/2026 11:55 AM  
5/16/2026

**Client:**  
City of Huntsville, AL

**Bill To:**  
HUNTSVILLE CITY, ALABAMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Solomon Grover	7852224856	grover@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Acquia Web Governance Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	PDF Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Acquia Web Governance Provisioning Fee	Acquia Web Governance Account Activation and Setup
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation
1.00	DocAccess Implementation	Implementation of DocAccess

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Acquia Web Governance Standard Package - 2,500 Pages, 250 PDF Web Accessibility Checks & 25 Heat Maps	Acquia Web Governance Standard Package - 2,500 Pages, 250 PDF Web Accessibility Checks & 25 Heat Maps

QTY	PRODUCT NAME	DESCRIPTION
1.00	Custom AudioEye Off Platform Solution	AudioEye Off Platform: <a href="https://www.huntsvilleal.gov/">https://www.huntsvilleal.gov/</a>
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.

List Price - Initial Term Total	USD 72,256.80
Total Investment - Initial Term	USD 53,123.76
Annual Recurring Services (Subject to Uplift)	USD 62,586.76

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-119825-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

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

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

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

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

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

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

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)



## EXHIBIT A

# CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

## Recitals

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Customer and CivicPlus agree as follows:

## Agreement

### Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

## Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, 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. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, 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 that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) 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 outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

## Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

## Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

## Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN



THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

## Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

## Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

## Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

## Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

## Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

## EXHIBIT B

### SOLUTION AND SERVICES TERMS

#### AudioEye Off-Platform Solution

Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

#### Package Features / Services

##### Services Ordered and Cost

On behalf of CivicPlus, AudioEye will provide the Services listed below to the Customer. AudioEye retains the right to change the Services subject to the terms of this Agreement.

#### Find

- **Active Monitoring**
  - Anonymously records potential accessibility issues based on prescribed WCAG elements anytime an end-user visits a page within the Authorized Domain
  - Results based on pages actually used (for example: more monitoring on a home page less on a blog from 3 years ago)
- **Manual Testing**
  - Functional usability testing conducted by assistive technology (AT) testers
  - Code review by accessibility engineers
  - **Limitation:** One Manual Testing per year per Authorized Domain

#### Fix

- **Auto Remediations**
  - Fixes that are applied to every page within an Authorized Domain
  - Automatically remediates common issues
- **Manual Remediations**

- Remediations applied to templates and/or sites according to test results from Manual Testing
- **Limitation:** Site Specific

## Report

- **Dashboard**
  - Reporting insights
  - Resources & Documentation
  - Training Materials
- **Source Feedback**
  - Source Feedback Reports provided to Reseller
  - Reseller to determine when/whether to share with their Customer
- **OnSite Scanner**
  - Real-time testing results

## Toolbar

- **Visual Toolkit**
  - Allows end users to fix visual issues on the Authorized Domain
  - Gives end-users control over contrast, colors, and spacing in order to fit their needs
- **Help Desk**
  - Gives end-users the ability to report an accessibility issue to AudioEye and the site owner; available 24/7

## Documentation

- **Sustainable Testing and Remediation (“STAR”) Plan**
  - Default documentation for responding to a demand letter or complaint
  - Outlines how AudioEye enables site owners with a plan to sustain compliance
- **Certification Statement**

- Delivered through the toolbar
- Shows end-users that AudioEye is certifying compliance with WCAG standards
- **Accessibility Statement**
  - Statement that a site owner can integrate within their site
  - Demonstrates that a site is committed to providing an accessible experience

## **Training**

- **Online Training Library**
  - Pre-made documentation and videos that show site owners how to fix certain issues, and why they matter

## **Premium Support**

- **Online/ZenDesk**
  - Direct connection with an expert and dedicated Partner Account Manager
  - Priority support to resolve issues or questions when they arise

## **Legal Support Services**

- **Advanced Legal**
  - If a demand letter/lawsuit is received our team will activate and respond line by line to the letter and provide support throughout the process
  - We will also fully remediate new validated issues on the site so site owners can show consistent progress and intent to be fully accessible
  - **Limitation:** Up to one demand letter/lawsuit per year

## **Compliance Standards**

While no offering guarantees compliance, AudioEye’s solution provides services according to an accessibility compliance plan for your website. Specifically, AudioEye defines “compliance” by referencing well-established industry standards and long-standing models that define the required processes and procedures that comprise a successful website accessibility strategy. Those compliance elements, which are listed below, are typically outlined within mutually agreed-upon accessibility resolution agreements executed between disability advocates and organizations seeking to fulfill their obligations

to ensure an optimal and equitable experience for individuals with disabilities. These standards are as follows:

<b>Compliance Element</b>	<b>AudioEye Solution</b>
Effectuate and Maintain a Comprehensive Plan	Sustainable Testing and Remediation (STAR) Plan Framework
Work with Accessibility Specialists	International Association of Accessibility Professionals (IAAP) Certified Experts (SMEs) design your STAR Plan.
Accessibility Training & Tooling	Online Training Library AudioEye Toolbar On-site Scanner
Provide a Public “Grievance Process”	24/7 Fully Managed Help Desk in Toolbar
Publish and Maintain Digital Accessibility Policy Statement	Compliance Statement Accessibility Statement Template
Periodic SME Manual Auditing	<b>Periodic</b> technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers on templates and/or domains**
Fixing Reported Issues	AI/Auto Remediations Manual Remediations** Fix at Source Reporting/Guidance**
Conformance with Prevailing Digital Accessibility Standards (Current as of Effective Date: Web Content Accessibility Guidelines “WCAG” 2.1 Level AA)	STAR Plan achieves & sustains substantial conformance to eliminate existing - and mitigate future - digital access barriers

\* Certain accessibility issues may need to be resolved by the Customer or the Customer at the source level.

\*\* Tier-specific services; May require the purchase of additional add-on services.

In addition and notwithstanding anything to the contrary in this Statement of Work or any Order, (i) in no event will AudioEye, CivicPlus, any of their affiliates or any of their respective directors, officers, shareholders, employees, and agents (collectively, the “AudioEye Parties”), be liable for any damages (whether direct or otherwise) or subject to any indemnification, hold harmless or defense obligations arising out of, relating to or resulting from any third-party claim alleging that any website, tool or application subject to any AudioEye offering is not compliant with any laws, regulations, guidelines or standards relating to accessibility, including without limitation the Americans with Disabilities Act, the Unruh Civil Rights Act, the Rehabilitation Act or any web content accessibility guidelines (“Accessibility Claim”) and (ii) Customer covenants not to bring or assert any claim against AudioEye or the AudioEye Parties relating to such Accessibility Claim.

If the Customer receives any communication, or as a defendant is served with a complaint, alleging an Accessibility Claim, the Customer will promptly provide CivicPlus and AudioEye with a copy of such communication or complaint. In connection with any Accessibility Claim, none of the Customer or any parent or affiliate or employee of any such entity or person will refer to AudioEye or the services performed by AudioEye without AudioEye having an opportunity to review and comment upon such reference.

Without limitation and unless otherwise provided in a separate agreement, the Service does not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, PDFs, or other non-website content or files accessible via the Authorized Domain, (ii) any videos or other multimedia files accessible via the Authorized Domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any domains linked from the Authorized Domain that is not an Authorized Domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.

## **Accessibility Compliance and Web Governance (Monsido/Acquia) Terms**

The Customer's use of the Accessibility Compliance and Web Governance Services on Customer's proprietary designated website(s) is subject to the agreed quantities as specified in the applicable Statement of Work (SOW) (the "Limits"). If the Customer exceeds the Limits, CivicPlus will notify the Customer of such excess use and discuss appropriate upgrades in the Services procured hereunder.

Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

The Services are intended to be used to scan only the Customer's designated public-facing web pages. For the avoidance of doubt, in no event shall the Customer utilize the Services to scan private areas of the Customer's websites, such as those areas that are password protected or contain private information about the Customer, its users, employees, contractors, officers, directors, or other agents. The Services may not be run on any websites that contain sensitive information or special categories of personal data, e.g., as defined in the applicable data privacy laws or information subject to heightened regulations (e.g., HIPAA, or FERPA). In the event the Customer so utilizes the Services in such a manner, the Customer agrees and acknowledges that CivicPlus, its licensor and its affiliates shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. The Customer shall utilize the Services to scan only those URLs and domains belonging to the Customer and/or for which the Customer has a license to operate and manage the same. In no event shall the Services be used to scan URLs and domains outside of the Customer's control or otherwise in bad faith.

As between the parties, with respect to obligations to consumers under the California Consumer Privacy Act ("CCPA"), where applicable, the Customer is a "business" and CivicPlus is a "Service Provider" (as such terms are defined in the CCPA) and each party will be responsible for its respective obligations under the CCPA, as applicable to the applicable SOW and the [Master Services Agreement \(MSA\)](#). The Services are designed and developed to collect and process Customer's website content and certain operational data in relation thereto. Any personal data processed by CivicPlus when performing the Services is processed according to the Customer's instructions and on its behalf.

The Customer can grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements

related to Quality Assurance (“QA”), Search Engine Optimization (“SEO”), and Web Governance.

The Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter the Customer’s “Account,”) that will allow the Customer and Customer’s Authorized Users to receive information from CivicPlus and/or to participate in certain features of the Services. CivicPlus will use the information the Customer provides in accordance with [CivicPlus’s Privacy Policy](#). The Customer represents and warrants that all information the Customer provides on the registration form is current, complete, and accurate to the best of the Customer’s knowledge. The Customer agrees to maintain and promptly update the Customer’s registration information so that it remains current, complete, and accurate. During the registration process, the Customer may be required to choose a password. The Customer acknowledges and agrees that CivicPlus may rely on this password to identify the Customer. The Customer is responsible for all use of the Customer’s Account as well as any action taken thereunder by an Authorized User of the Customer, regardless of whether the Customer authorized such access or use, and for ensuring that all use of the Customer’s Account complies fully with the provisions of these terms.

Customer shall: (i) access and use the Services in accordance with these Solution and Services Terms, the MSA, applicable laws and government regulations and the [CivicPlus Terms of Use](#) incorporated herein by reference, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify CivicPlus promptly of any such unauthorized access or use, and (iii) take commercially reasonable steps necessary to ensure the security and compliance of the Customer Applications.

The Customer shall not have more than one (1) Account and shall not sell, trade, or transfer that Account to any other person or entity. CivicPlus shall have the right to monitor the Customer’s Account in CivicPlus’s sole and exclusive discretion.

The Customer shall ensure that any of the Customer’s websites are compatible with CivicPlus’s tools. If the Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. The Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge, or some similar, well-known browser.) Regardless of the web browser or coding language used, the Customer shall ensure that the CivicPlus’s crawler is not blocked by any of the Customer’s technology.

Customer's use of the Services includes the right to access all functionality available in the Services during the Term. So long as CivicPlus and its licensor do not materially degrade

the functionality, as described in the [Monsido Documentation](#), provided here: <https://help.monsido.com>, of the Services during the term of the applicable SOW (i) CivicPlus, and its licensor, may modify the systems and environment used to provide the Services to reflect changes in technology, industry practices and patterns of system use, and (ii) update the Documentation accordingly. Subsequent updates, upgrades, enhancements to the Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Services is not contingent on the delivery of any future functionality or features.

## **DocAccess Terms**

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. Shared Responsibility Model. Customer acknowledges and agrees that accessibility obligations are shared:
  1. CivicPlus: Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
  2. Customer: Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
3. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
  1. Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
  2. Accessibility performance may vary across assistive technologies and devices.
4. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
5. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
6. No Warranty of External Compliance. The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.

7. **External Integrations and Third-Party Tools.** Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.
8. **End User Experience.** Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
9. **Live Assistance Services.** Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
10. **Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.**
11. **Service-Dependent Accessibility.** Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
12. **Effect of Service Termination or Expiration.** Upon expiration or termination of Customer's right to use the Service for any reason:
  1. Accessible HTML transcripts and related accessibility features will no longer be automatically available;
  2. Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
  3. CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
13. **Customer Responsibility for Continued Accessibility.** Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.

14. No Reliance on Post-Termination Availability. Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
15. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.
16. Resource Optimization. CivicPlus may implement reasonable technical and operational measures to manage Service performance and processing efficiency. Such measures may include, without limitation, identification of duplicate documents, deduplication of identical content across domains, and prioritization of document processing. These measures are intended to reduce unnecessary processing and improve Service performance and do not alter the accessibility functionality of the Service for documents processed through the Service.
17. Volume Management. Customer's Service plan includes document processing capacity appropriate to the Customer's organization type and size. CivicPlus may monitor document processing volume to ensure use of the Service remains consistent with the scope of Customer's plan. If Customer's usage materially exceeds typical processing volumes for similarly situated customers or otherwise exceeds the scope of Customer's plan, CivicPlus may work with Customer to manage document scope or processing volume. This may include, by way of example, excluding archived, outdated, or non-public-facing content from automated processing. CivicPlus will provide reasonable notice prior to implementing any material adjustments and will work with Customer in good faith to maintain accessibility coverage within the applicable plan parameters.
18. Plan Parameters. Customer's Service plan includes document processing capacity as described in the applicable Order Form or service agreement. Accessing, viewing, or downloading previously generated accessible transcripts does not count toward document processing limits.

CivicPlus may update processing parameters or plan thresholds from time to time to reflect changes in Service functionality, Customer organization size, document portfolio, or Service performance requirements. CivicPlus will provide Customer with reasonable advance notice of any material changes to such parameters.



## Master Service Agreement and Statement of Work Addendum

**THIS Master Services Agreement and Statement of Work Addendum (“Addendum”)** hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Huntsville, AL. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

### 1. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 32	CivicPlus’ liability arising out of or related to this Agreement, or any associated SOW, will not exceed three (3) times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
MSA § 48	This Section Intentionally Omitted.

### Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

**Customer**

**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: