

# **GOVQA MASTER SERVICE(S) AGREEMENT**

## **For GovQA Code Enforcement Applications**

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WebQA, Inc., d/b/a (hereafter "GovQA") GovQA ("GOVQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the City of Corpus Christi, TX, a city with its principal place of business at 1201 Leopard Street, Corpus Christi, TX 78401 ("Customer") is made effective as of November 1, 2018 ("Effective Date").

### **1. GOVQA DELIVERY OF SERVICE(S):**

GOVQA grants Customer a non-exclusive, non-transferable, limited license to access and use the GOVQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

### **2. CUSTOMER RESPONSIBILITIES:**

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with GOVQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) GOVQA is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide GOVQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to GOVQA's website home page on the Authorized Website.

### **3. SERVICE(S) LEVELS:**

GOVQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. GOVQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

### **4. WARRANTY AND LIABILITY:**

GOVQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. GOVQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY GOVQA UNDER THIS AGREEMENT.

### **5. TERMINATION:**

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

GOVQA may terminate service(s) if payments are not received by GOVQA as specified in Schedule A. All monies associated to the current term will be due immediately.

Upon any termination, GOVQA will discontinue Service(s) under this agreement; GOVQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

### **6. INDEMNIFICATION**

To the extent allowed by law, each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

### **7. ACCEPTABLE USE:**

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. GOVQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

### **8. CONFIDENTIALITY:**

Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of GOVQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). GOVQA will use reasonable efforts to insure that any GOVQA contractors maintain the confidentiality of proprietary materials and information.

### **9. MISCELLANEOUS PROVISIONS:**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

GOVQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

### **10. ACCEPTANCE:**

Authorized representatives of Customer and GOVQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

**Customer:**      **Corpus Christi, TX**

Signature: \_\_\_\_\_

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

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

**GOVQA Inc.**

Signature: \_\_\_\_\_

Print Name:      John Dilenschneider

Title:              CEO                              Date: \_\_\_\_\_

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## **For GovQA Code Enforcement Applications**

### **SCHEDULE A**

Contracted Term: 11/1/18 – 10/31/23

Monthly Software Subscription Costs			
Software License(s)	# Seats	Total Monthly Cost	Annual Cost
GovQA Code Enforcement	Unlimited	\$1,250	\$15,000
<b>Total</b>		<b>\$1,250</b>	<b>\$15,000</b>

Terms and Conditions	
<b>Additional Terms and Conditions</b>	This new contract term will not renew automatically. In order to renew there must be written consent from both parties.
<b>Billing</b>	Fees are exclusive of all taxes; complete annual service cost is billed on an annual basis in advance. Price will remain locked in at the aforementioned rate for the entire contracted term.
<b>Payment Terms</b>	Payments are due Net 30 & bill quarterly
<b>Remittance</b>	All payments should be made directly to WebQA, and will not be deemed received until actually received in WebQA offices.
<b>Accounts Receivable</b>	Please remit all payments to: WebQA, Inc. 900 S. Frontage Road, Ste, 110 Woodridge, IL 60517

#### **Acceptance of Agreement**

**IN WITNESS WHEREOF**, the parties have executed this Master Agreement by their duly authorized officers or representatives and delivered as of the Effective Date. The effective date of this Addendum is November 1, 2018.

WebQA Inc.		Corpus Christi, TX	
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title

Addendum to GOVQA MASTER SERVICE(S) AGREEMENT  
For GovQA Code Enforcement Applications

This Addendum shall modify the GOVQA MASTER SERVICE(S) AGREEMENT between the City of Corpus Christi and WebQA, Inc., dba GovQA by adding the following provisions to the end of the GOVQA MASTER SERVICE(S) AGREEMENT.

11. Certificate of Interested Parties. GovQA agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.

12. Verification Regarding Israel. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of GovQA verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

13. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Customer: **Corpus Christi, TX**

Signature: \_\_\_\_\_

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

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Date

**GOVQA Inc.**

Signature: \_\_\_\_\_

Print Name: John Dilenschneider

Title: CEO Date: 4/17/2018