

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA Services

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the City of Grand Junction, a Colorado Home Rule Municipality, with its principal place of business at 250 North 5th St. Grand Junction, CO 81501 ("Customer") is made effective as of November 16, 2015. ("Effective Date".)

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WebQA 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). Schedule A is incorporated as if fully set forth

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 WebQA. However, Customer will retain ownership of all its data in the system at all times.

Customer agrees that (A) 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; (B) WebQA is not responsible for content placed into the system; (C) that the system 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, (D) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA 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 WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA 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. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA 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. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED 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 Schedule A, Customer must pay the balance of the current contracted term and the payment obligation will immediately become due.

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

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

6. INDEMNIFICATION

The Customer agrees to fully indemnify and hold harmless WebQA to the extent authorized by law for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

WebQA agrees to fully indemnify and hold harmless the Customer to the extent authorized by law 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. WEBQA 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 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 which can include but is not limited to the Colorado Open Records Act. 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 WebQA, 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). WebQA will use reasonable efforts to insure that any WebQA 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 Colorado.

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

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For GovQA Services

Customer: Grand Junction, CO
 Signature: *Stephanie Tuin*
 Print Name: Stephanie Tuin
 Title: City Clerk Date: 11/16/2015

WebQA Inc. Signature: *[Signature]*
 Print Name: John Dilenschneider
 Title: CEO Date: 11/17/15

SCHEDULE A

A. Service(s) Descriptions:

Subscribed Services	
GovQA Social Media Archive Service	The GovQA Social Media Archive Service provides an archive and retrieval platform for social media accounts such as Facebook, Twitter and YouTube. This provides full compliance with CORA. The Social Media Archive is fully integrated with the GovQA FOIA/Public Records Service, so that the Customer can search and export social media threads and directly attach to a Public Records Request saving time and effort.

B. Customer Agrees To:

- (a) Hold an implementation joint kickoff meeting with WebQA within 15 days from contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

C. Training and Ongoing Support:

- (a) One Online Administrator training
- (b) Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive service.

D. Fees:

Monthly Software Subscription Costs				
Service	Monthly Cost	Annual Cost	Term Months	Total Cost Per Term
GovQA Social Media Archive (Unlimited Accounts)	\$175	\$2,100	12	\$2,100
Total	\$175	\$2,100		\$2,100

Data: Customer data is owned by customer at all times. All document attachment storage is via an Amazon S3 standard storage account provisioned by WebQA. 50GB of storage is included with every additional 25GB of storage above 50 GB being assessed a fee of \$20/month. Additionally, 200GB per month of document attachment retrieval is included. Every 100GB over the allotted 100GB of document retrievals per month will be assessed a \$25 fee per month.

E. Terms:

Billable Term Starting: January 1, 2016 Ending: December 31, 2016. Payment delayed until January 2016. Upon the expiration of this Initial Term, the services will continue to auto renew as to subsequent annual Optional Term(s) unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Annual increases within original term will not exceed more than three percent. Renewal terms will not increase by more than eight percent. Any optional term(s) is (are) subject to Annual Appropriation by the Customer of funds to pay the cost of Social Media Archive Service.

F. Billing:

All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the Billable Term, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

G. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:

WEBOA MASTER SERVICE(S) AGREEMENT
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WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

H. Contacts:

Customer Organization Name: City of Grand Junction, Colorado
Main Contact Name: Stephanie Tuin Title: City Clerk
Address: 250 N. 5th Street City: Grand Junction State: CO Zip: 81501
Work Phone: 970-244-1511 Cell: _____ Email: stenhi@gjcity.org Fax: 970-244-1599

Billing Contact Name: same as above Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Work Phone: _____ Cell: _____ Email: _____ Fax: _____