

Revize Web Services Sales Agreement

This Sales Agreement is between Broadwater County, MT (“Client”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 04/24/24

CLIENT INFORMATION:

Client Name: Broadwater County, MT
Client Address: 515 Broadway
Client Address 2: _____
Client City/State/Zip: Townsend, MT 59644
Kenneth Brug
Contact Name: 406-439-1423
kbrug@co.broadwater.mt.us
Billing Dept. Contact: _____
Client Website Address: <https://www.broadwatercountymt.com/>

REVIZE LLC:

Revize Software Systems
150 Kirts Blvd., Suite B
Troy, MI 48084
248-269-9263

The CLIENT agrees to purchase the following products and services provided by REVIZE:

| <u>Quantity</u> | <u>Description</u> | <u>Price</u> |
|-----------------|---|---------------------|
| 1 | Phase 1 – Project Planning and Analysis | \$500 |
| 1 | Phase 2 – Discovery & Design from scratch - One concept, three rounds of changes, home page and inner page designs and layout, includes Responsive Web Design | \$2,000 |
| 1 | Phase 3 & 4 – Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web applications and CMS module updates | \$3,500 |
| 1 | Phase 5 – Quality Assurance Testing | \$500 |
| 1 | Phase 6 – Site map development/content reorganization and content migration from old website into new website including spell checking and style corrections – up to 1,630 web pages and documents (approximate amount on your website today). To help eliminate stale content, Revize will not be moving over any calendar event items | \$3,000 |
| 1 | Phase 7 – Content Editing/Administrator Training, one-day virtual session | \$500 |
| 1 | Phase 8 – Go Live | Included |
| 1 | Revize Annual Fee, pre-paid: Includes unlimited tech support, CMS software updates (up to 4 users), security software updates, and 24 hour website health monitoring. Website hosting on 4 redundant server farms included free of charge with SSL security certificate (10 GB storage space, 100 GB monthly bandwidth limit) with pre-paid annual fee | \$2,500 |
| | Grand Total (1st year) | \$12,500 |
| | Second Year and Onward Investment | \$2,500/year |

Five-year agreement with free website design refresh during year four. The annual fee will be a locked-in rate of \$2,500 for the first 5 years. If client cancels this sales agreement, without cause, before the sales agreement expiration date, the full amount of the 5-year agreement is still due. This agreement will automatically renew each year after five years of service, unless either party gives notice of cancelation by email and letter 60 days before the end of the annual one-year anniversary date. Revize requires a check for \$4,500 to start this Initiative. Remaining balance due upon website delivered for content editor training or the first-year anniversary of the kickoff meeting, whichever comes first. Annual services and website hosting start the day of the kickoff project meeting. For project timeline and details please refer to our proposal dated 01-12-24. CLIENT understands that the project completion date is highly dependent on their timely communication with REVIZE.

5-Year Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers clients an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time. Through a 5-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract, interest free. And because we value our continuing relationships with our customers, you will receive a website design refresh at the beginning of your fourth year with Revize, Free of Charge.

The Revize Client First Plan Annual Recurring Fees – Interest Free

| | |
|----------------|---|
| Year 1: | 1/5th of project costs + Annual Hosting, Support, Maintenance Fee |
| Year 2: | 1/5th of project costs + Annual Hosting, Support, Maintenance Fee |
| Year 3: | 1/5th of project costs + Annual Hosting, Support, Maintenance Fee |
| Year 4: | 1/5th of project costs + Annual Hosting, Support, Maintenance Fee |
| Year 5: | 1/5th of project costs + Annual Hosting, Support, Maintenance Fee |

Revize requires a check for \$4,500 to start this Initiative. The remaining balance is due per the following payment schedule (actual date will be when signed agreement is received):

| Payment Amount | Payment Date |
|-----------------------|---------------------|
| \$4,500 | 03/26/2025 |
| \$4,500 | 03/26/2026 |
| \$4,500 | 03/26/2027 |
| \$4,500 | 03/26/2028 |

CLIENT also agrees and understands that:

- a. The primary communication tool for this project and future tech support is the REVIZE customer portal found at <https://support.revize.com>.
- b. During the project, CLIENT will respond to REVIZE inquiries within 48 hours of the request to avoid any delay in the project timeline.
- c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.

For project timeline and details please refer to our proposal dated 01/12/24. CLIENT understands that the project completion date is highly dependent on their timely communication with REVIZE.

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EXHIBIT A
to Revize Web Services Sales Agreement between Revize, LLC and
Broadwater County, Montana

This Terms of Access and Use Agreement (Agreement) is made between Revize LLC. (Revize) and Broadwater County and any Elected or Appointed Official, Agent, or Employee (County).

1. SERVICES

Please see corresponding Revize Web Services Sales Agreement for the complete listing of products and services.

2. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Agreement and they shall comply with all terms and conditions of this Agreement.

3. PRIVACY

Revize will not monitor, edit, or disclose any personal information about County's account, including its contents, without prior consent unless Revize has a good faith belief that such action is necessary to comply with legal process or other legal requirements of any authority; protect and defend the rights or property of Revize; enforce this Agreement; or protect the interests of users of the Services. Revize will not provide information in aggregate form collected from and relating to the County to third persons such as advertisers.



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4. TERM

The term of the Agreement is for five (5) years from this ____ day of _____, 2024 to the ____ day of _____, 2029. This Agreement is effective upon the parties' acceptance as set forth herein and shall continue in full force until terminated.

5. DUTY TO PERFORM

Revize agrees, covenants, promises, and shall be obligated to provide the products and services contained in the Revize Web Services Sales Agreement. Failure to provide these products and services shall be considered a material breach of duty. Revize agrees to provide the County access to any records necessary to determine contract compliance. Revize agrees to create and retain records supporting the services rendered or supplies delivered for a period of one year after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the County or third party.

6. TERMINATION

After the initial term of five (5) years of the Agreement, the parties may terminate this Agreement for any reason upon ninety (90) days prior written notice.

a. TERMINATION FOR BREACH OR NONPERFORMANCE

If either party commits a material breach of its obligations listed in the Revize Web Services Sales Agreement or this Agreement, the other party may terminate this Agreement by giving the breaching party at least ninety (90) days advance, written notice. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the ninety (90) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

b. TERMINATION FOR OTHER REASON

During the initial term of the Agreement, either party may terminate this contract for a compelling, bona fide reason by giving at least ninety (90) days advance, written notice.

7. HOLD HARMLESS AND INDEMNIFICATION

Revize agrees to protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments in favor of or asserted by any person arising out of or relating to use of the Services, including any data or work transmitted or received by the County or acts or omissions of Revize, its agents, or sub-contractors, under this Agreement, except the negligence of the County. The County agrees to protect, defend, indemnify, and hold Revize, its shareholders, directors, officers, employees and agents, while acting in their duties as such, harmless from and against any action, cause, claim, damage, debt, demand or liability asserted by any person, arising out of or relating to the County's use of the Services, including any data or work transmitted or received, except the negligence of Revize.

8. MISCELLANEOUS SERVICE PROVISIONS

- a. Additional content migration, if requested, is available for \$4 per web page or document.
- b. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, low quality images, or data that can reasonably be considered non-conforming to new website layout.
- c. Video/audio files are not permitted to be uploaded to web server. You can use a free service like YouTube or Revize offers streaming video server at additional cost.
- d. Unless otherwise noted in this Agreement, if e-notify and Revize Newsletter system are included, a monthly allowance of 5,000 texts and 10,000 email sends are included for E-notify. 5,000 monthly email sends for Revize newsletter.

9. WAIVER

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

10. SEVERABILITY

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

11. NOTICE

All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

12. ATTORNEY'S FEES

If any action in law or in equity is necessary to enforce the terms of this Agreement, each party agrees to pay its own attorney's fees.

13. HEADINGS

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

14. FORCE MAJEURE

If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

15. AMENDMENTS

Amendments and alterations to this Agreement shall be in writing and shall be signed by both parties.

16. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Services.



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17. EXECUTION AND ACKNOWLEDGMENT

THE PARTIES HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS & CONDITIONS OF THIS AGREEMENT. IN WITNESS WHEREOF, the parties have executed this instrument this ____ day of _____, 2024.

Revize LLC

By _____

BROADWATER COUNTY, MONTANA

By _____

Darrel Folkvord
Chairman, Board of County Commissioners

ATTEST:

Angie Paulsen
County Clerk and Recorder

Please sign and return to: danny@revize.com or Fax 1-866-346-8880

The Following Applications & Features will be integrated into Your Website Project

Revize provides applications and features specifically designed for government websites. The applications and features are grouped into five categories:

- Constituent's Communication Center Apps
- Constituent's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Constituent's Communication Center Apps

- Non-technical Website Editing Software
- Home Page Pop Up Alert
- E-Notification Center with Email Alerts
- Document Center with Keyword Search Bar
- FAQs with Keyword Search Bar
- Staff Directory with Keyword Search Bar
- Changeable Home Page Photo Slider or Video Player
- Photo/Video Galleries
- Quick Link Buttons
- Online Web Forms
- Revize Web Calendars
- Sliding Feature Bar
- Language Translator – over 95 languages
- Website Search

Constituent's Engagement Center Apps

- News Center with Facebook/Twitter Integration
- Multi-use Listing Directory with picture, phone, email, Google navigator
example: https://www.largo.com/facilities_directory/index.php



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- “Share This” Social Media Flyout App

Staff Productivity Apps

- Employee Intranet with secure login gateway
- Image Manager
- iCal Integration
- Drag and Drop Menu Management
- Drag and Drop Photo Management
- Drag and Drop Document Management
- Link Checker
- Menu Manager
- Online Web Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics

Mobile Device and Accessibility Features

- WCAG 2.1 AA ADA Compliant
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great Mobile Phone viewing on any Smart - Phone Apple, Android, etc.

Service Level Agreement

Revize Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues, determined by Revize, are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Until this error is resolved, the website is essentially halted. A large number of users and or core program functionality are severely impacted.

Critical issues are defined as website errors that are an inconvenience, or causes a inconsistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but the ser would eventually want changed.

Technical Support Escalation

If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow update as agreed by both the client and Revize.

Revize Support

- 8 am – 8 pm EST Phone Support (Monday-Friday)
- 24x7x365 Portal & Email Support
- Dedicated Support Staff
- Training Refreshers
- Video Tutorials and Online Training Manual