

Manual Accessibility Testing Subscription Agreement

This Manual Accessibility Testing Subscription Agreement (“Agreement”) is by and between Siteimprove, Inc., a California corporation with a business address at 7807 CreekrIDGE Circle, Bloomington, MN 55439 (“Siteimprove”) and Fauquier County, 40 Culpeper Street, Warrenton, VA 20186-3206, Warrenton, United States (“Customer”), for the below “Professional Services”. These Professional Services are only available to Siteimprove customers with an active Accessibility subscription.

Professional Services

- Manual Testing. Siteimprove will manually test up to 10 webpages for accessibility issues (“Manual Testing”). The results of the Manual Testing will be included in the Audit Report (defined below). Any additional pages that Customer authorizes for Manual Testing in addition to the included ten will be billed at \$425/page.
- Audit Review. After the Manual Testing is complete, Siteimprove will conduct an audit review with Customer (the “Audit Review”). The Audit Review will consist of the delivery and review of the audit report (including the results of the manual testing). The Audit Review will be scheduled no later than 30 days following completion of the manual testing. The Audit Review can, depending on Customer’s need and time-permitting, also include: (i) conducting a website content review; (ii) reviewing the results of manual testing; and (iii) assisting with a Corrective Action Plan.

The Manual Testing will begin no sooner than 30 days after Customer’s signature date (additional fees will apply if testing needs to begin sooner). The only deliverable from the Professional Services will be an “Audit Report” created from the findings and analysis of the Manual Testing.

If Customer would like additional pages tested for the Professional Services, Customer may request a quote from Siteimprove. The Professional Services and Audit Report are not legal advice or intended to certify compliance with any local, federal, or international rules, directives, regulations, or laws.

Term

The first date for this Agreement (the “Effective Date”) is July 1, 2018. The Agreement will remain in force for a period of one (1) year following the Effective Date (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of twelve (12) months (the “Renewal Term”) until terminated according to Section 2 of the Terms and Conditions.

Fees

The annual fee (excluding applicable taxes) for the Professional Services is: \$ 4,500 (the “Fee”).

Invoices and Payment

All invoices are sent to the email address listed in the Billing Information Section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file. All invoices must be paid pursuant to Section 3 of the Terms and Conditions.

You will be invoiced as follows:

- Upon signing this Agreement, Customer will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the subsequent term.

Billing Information

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When you subscribe to the Course(s), we need to collect and process your personal information in order to identify you as a customer, to process payments and to send you invoices. This information is collected in this Agreement. We may transfer such information to affiliates for the purpose of the same.

You have the right to access, correct, modify and erase personal information you have given us. You may exercise these rights by contacting privacy@siteimprove.com

Contact information for invoicing:

Name:

Address:

Email:

Phone:

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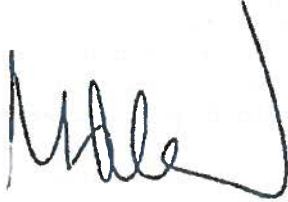
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By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement and the attached Terms and Conditions.

SITEIMPROVE Inc.

Fauquier County



Signature

Morten Ebbesen

Name

CEO

Title

March 28, 2018

Date

320 Hospital Drive

Address

Email*



Signature

Susan R. Monaco

Name

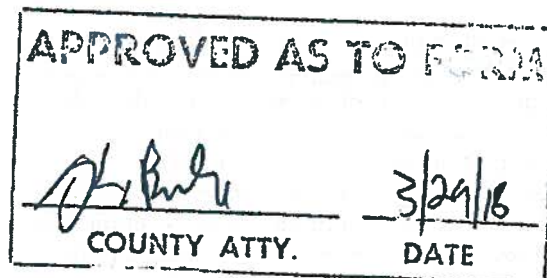
Procurement Manager

Title

3/29/2018

Date

* We do not share your information with third parties. All personal information collected by Siteimprove is subject to its Privacy Policy (siteimprove.com/privacy-policy)



Terms and Conditions

- 1) **Services Limits.** In the event that Customer requests additional services, Siteimprove will not proceed without the express written consent of Customer. Email authorizations are an acceptable form of written consent. Customer and Siteimprove will cooperate in scheduling the Professional Services based on Siteimprove resource availability. Siteimprove has sole discretion to determine which resources to assign to Professional Services and may use contractors and subcontractors to provide Professional Services. Professional Services do not include any form of remediation; Customer is solely responsible for all remediation based on the results of Professional Services. Customer shall not have any rights to access the Siteimprove proprietary Software-as-a Service (“SaaS”) through this Agreement.
- 2) **Termination.**
 - a) **For Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.
 - b) **For Convenience.** During the Initial or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 60 days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 2(b).
 - c) **For Lack of Fund Appropriation.** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, Customer may terminate the Agreement.
- 3) **Invoices; Payments; Past-Due Invoices.** Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Professional Services; or (iii) terminate this Agreement pursuant to Section 2 (Termination).
- 4) **IP Ownership.**
 - a) **Customer Ownership of Deliverables.** Except for any Siteimprove Property (described below), it is the intent of the parties that the deliverables created pursuant to this Agreement will be deemed a work made for hire (as defined by the Copyright Act of 1976). Customer will acquire ownership of the deliverables only after the payment in full of all amounts due by Customer to Siteimprove.
 - b) **Siteimprove Property.** Siteimprove is and will remain the owner and/or licensee of all right, title and interest in and to its SaaS – which may be used in the creation of any deliverables for Customer – as well as any content otherwise offered through its Professional Services that is not exclusively created as a deliverable pursuant to this Agreement (collectively, “**Siteimprove Property**”). With the exception of the SaaS which requires a separate written agreement, Customer is granted a limited license to the Siteimprove Property which is worldwide, non-transferable, non-assignable, and limited to internal business use. Customer acknowledges and agrees that this Agreement does not transfer or grant Customer any rights, title, or interest in and to the SaaS.
 - c) **Perfecting Customer Ownership of Deliverables.** If any deliverables are not considered a work-made-for-hire under applicable law or to the extent that exclusive title or ownership rights may not originally vest in Customer as contemplated hereunder (i.e., may not be deemed works made for hire), Siteimprove, at the standard rate, will provide reasonable and timely assistance and execute all documents

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necessary to enable Customer to perfect, preserve, register, or record its rights.

5) Representations and Warranties.

- a) For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) these representations and warranties are only for the benefit of Customer.
- b) For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the SaaS may be used in the course of providing the Professional Services.
- c) Disclaimer. **Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Siteimprove makes no representation or warranty about certifying compliance with any local, federal, or international rules, directives, regulations, or laws. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.**

6) Indemnification. To the extent permitted under Virginia law, Customer shall indemnify, defend and

hold harmless Siteimprove and its affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an "Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively "Losses") incurred by Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "Action") that arises out of or relates to any breach of the representations and warranties contained herein. The Indemnitee will promptly notify the Customer in writing of any Action for which it believes it is entitled to be indemnified. The Indemnitee will cooperate with Customer at Customer's sole cost and expense. Customer will promptly take control of the defense and investigation of the Action and employ counsel reasonably acceptable to the Indemnitee to handle and defend the Action, at Customer's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

7) Limitation of Liability.

- a) **In no event will either party or its agents, officers, directors, employees, successors, assigns, or affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.**
- b) **In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the Professional Services during the Initial Term or any Renewal Term (as the case may be).**
- c) **The foregoing limitations in Sections 7(a) and 7(b) shall not be applicable to claims: (i) for breach of either party's confidentiality**

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obligations under Section 10; or (ii) arising under the indemnification obligations in Section 6.

- 8) **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Customer shall not: (a) directly solicit, induce, recruit, encourage, request, or attempt to influence any employee of Siteimprove to terminate her or his employment; or (b) employ, hire, or take away any employee of Siteimprove, either for itself or for any other person or entity. The foregoing limitation is only applicable to Siteimprove employees that have provided Professional Services under this Agreement. Notwithstanding the foregoing, nothing shall prevent Customer from employing an employee of Siteimprove who: (x) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; (y) is directed to Customer by employment search firms where such employment search firms are not directed by Customer to initiate discussions with respect to the prospective employment of that individual; or (z) contacts Customer on his or her own initiative without any direct or indirect solicitation by Customer.
- 9) **Nature of Relationship.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Professional Services, Siteimprove shall be, and at all times is, acting and performing as an independent contractor with Customer, and not as a partner, co-venturer, agent, or employee of Customer, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Customer or to bind Customer in any manner. Except for any materials, procedures, or subject matter agreed upon between Siteimprove and Customer, Siteimprove shall have complete control over the manner and method of performing the Professional Services. Siteimprove understands and agrees to independent contractor status. Siteimprove will be responsible for payment of all Siteimprove employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes.
- 10) **Confidentiality.** "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party. Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.
- 11) **Assignability.** This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns.
- 12) **Notices.** All notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notice to Customer should

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be sent to the address set forth in the Agreement.
Notice to Siteimprove should be sent to: Siteimprove, Inc., Attn: Legal Department, 7807 Creekr Ridge Circle, Bloomington, MN 55439; With a copy to: legal@siteimprove.com

- 13) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Virginia and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Fauquier County, Virginia will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.
- 14) **No Waiver.** The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.
- 15) **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or

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unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

- 16) **Entire Agreement.** This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Except for authorizations to proceed with additional Professional Services as set forth in Section 1, any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement (“**Agreement**”) is by and between Siteimprove, Inc., a California corporation with a business address at 7807 CreekrIDGE Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, “**Siteimprove**”) and **Fauquier County** (“**Customer**” / “**you**” / “**your**”) for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, “Website(s); (C) Exhibit B, “Terms and Conditions”; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before March 30, 2018. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement (“**Included Services**”):

Included Services	Limits (the “Limits”)*
Quality Assurance Crawls website and identifies quality issues.	2,500 Pages
Policy Allows Customer to set website parameters to ensure consistency in content.	
Accessibility Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.	
SEO Details technical and content-related issues affecting search engine rankings and traffic to the website.	
Priority Allows Customer to set criteria for order in which issues and errors are reported. <u>This service requires the implementation of a script on the website.</u>	
PDF Scanning	5,000 PDFs
Response Monitors website’s availability and performance.	3 Response Check Points
Premium Support Plan	

* The Limits consist of the following and their applicable definitions:

Pages: A Page is an electronic document created with HTML and accessible with a browser.

Response Check Points: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

Yearly Page Views: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A “Page View” is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

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Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <http://my.siteimprove.com>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Limit Increases

Increasing the Limits for the Included Services are available at the rates and increments indicated below. These rates and increments may be updated annually. If an increase is requested after the start of the Initial or Renewal Term, the cost will be pro-rated.

Limit Increase	Additional annual subscription fee
Pages	\$751.89 per 1,000 pages
PDFs	\$239.29 per 1,000 PDFs
Response Check Points	\$113.35 per Check Point

Term

The first date for this Agreement (the “**Effective Date**”) is July 1, 2018. This Agreement will remain in force for a period of 1 year following the Effective Date (the “**Initial Term**”). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the “**Renewal Term**”) until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **\$7,428.25** (the “**Fee**”).

The Customer will receive access to the Services from the date of your signature below until July 1, 2018 free of charge.

Invoices & Payments

All invoices are sent to the email address listed in the Billing Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- Upon signing this Agreement, you will be invoiced \$0.

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Quote Number: 64387
GSA CONTRACT: **GS-35F-036CA**

- The Agreement is free of charge from the date of your signature below until July 1, 2018, on which you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

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Billing Information

When you subscribe to the Included Services, we need to collect and process your personal information in order to identify you as a customer, to process payments and to send you invoices. This information is collected in this Agreement. We may transfer such information to affiliates for the purpose of the same.

You have the right to access, correct, modify and erase personal information you have given us. You may exercise these rights by contacting privacy@siteimprove.com

Contact information for invoicing:

Name:

Address:

Email:

Phone:

Customer Information

Is a Purchase Order Number ("PO") required?

- Yes, please provide Purchase Order Number: _____
- No

If a PO is required, will you be providing a new PO for each invoice?

- Yes
- No, the provided PO number can be used for the initial invoice and all subsequent invoices

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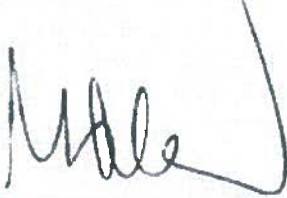
Quote Number: 64387
GSA CONTRACT: GS-35F-036CA

Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Fauquier County



Signature

Morten Ebbesen

Name

March 28, 2018

Date



Signature

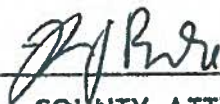
Susan R. Monaco

Name

3/29/2018

Date

APPROVED AS TO FORM



COUNTY ATTY.

3/29/18

DATE

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Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- www.fauquiercounty.gov/

Exhibit B: Terms and Conditions

1. DEFINITIONS

a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

b. "Affiliate" means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

c. "Confidential Information" means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information

that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION

a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this

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Quote Number: 64387

GSA CONTRACT: **GS-35F-036CA**

Agreement at any time for its convenience, with or without cause, by giving written notice to the other party at least 60-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

c. For Lack of Fund Appropriation. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, Customer may terminate this Agreement.

4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access to the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify,

disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

5. REPRESENTATIONS AND WARRANTIES

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and

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constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("**Force Majeure Events**"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do

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so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:

Siteimprove, Inc.
Attn: Legal Department
7807 Creekr Ridge Circle
Bloomington, MN 55439
With a copy to:
legal@siteimprove.com

11. CONSUMER PRICE INDEX

The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year's contract value.

12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Virginia and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Fauquier County, Virginia will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

13. NO WAIVER

The delay or failure of either party to exercise any

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right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

14. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

15. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

16. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

17. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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Exhibit C - Premium Support Plan

1. SCOPE OF SERVICES. Siteimprove provides Premium support as set forth in this Premium Support Plan.

2. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

3. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

3.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. "**Business Days**" are defined as the days on which Customer's regional support center is open for business (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of ten events)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies

3.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

COSMETIC	MINOR	MAJOR	CRITICAL
<ul style="list-style-type: none"> • Minor problem not impacting service functionality • Feature requests or missing or erroneous documentation • Question/ information request that does not affect delivery of service 	<ul style="list-style-type: none"> • Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists • The problem is with a non-critical feature or functionality 	<ul style="list-style-type: none"> • Service is operational but performance is highly degraded to the point of major impact on usage • Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion • Access to a particular third-party application or service provider deemed noncritical is impacted 	<ul style="list-style-type: none"> • Service is down or unavailable • Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact • Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response • Data is corrupted or lost and must be restored from backup • Any critical error encountered will be worked

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on by Siteimprove during
EMEA business hours until
resolved

3.3 KEY ACCOUNT MANAGEMENT. Premium Support Customers are assigned a Customer Success Manager (CSM) – a product expert who understands the Customer’s business priorities and desired outcomes. The CSM quickly and effectively onboards the Customer, collaborates with technical support and other Siteimprove teams to manage the Customer’s issues to resolution, offers guidance to the Customer on training needs of users, sets up bi-annual business reviews, and reports progress on a regular basis.

4. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC
excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year’s Eve
- EMEA Support Center - Copenhagen, Denmark
Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC
excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia
Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC
excluding New South Wales national and regional public holidays

5. SYSTEM AVAILABILITY.

5.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time (“**System Availability**”). System Availability is calculated as:

$$\frac{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - ([Scheduled\ Downtime] + [Unscheduled\ Outage\ Time])}{[Total\ number\ of\ minutes\ in\ a\ calendar\ month] - [Scheduled\ Downtime]} \times 100\%$$

Scheduled Downtime is defined in Section 9. “Unscheduled Outage Time” is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 6.3 (Exceptions).

5.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at <http://status.siteimprove.com/> (<https://support.siteimprove.com/>); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 6.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.

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5.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer's misuse of the Included Services; (ii) failures of Customer's internet connectivity; (iii) Customer's failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

6. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("**Response Rate**"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove's choosing and reporting is available upon written request.

7. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("**Service Credit**"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer's Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer's sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("**Scheduled Downtime**") as long as Customer has signed up for the alerts at <http://status.siteimprove.com> (<https://support.siteimprove.com/>).

9. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

10. TERM. This Premium Support plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.