

**CivicPlus**

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

**Quote #:**

Q-27573-1

**Date:**

7/26/2022 1:59 PM

**Expires On:**

10/24/2022

**Product:**

CivicReady

**Client:**

Long Beach NY - CivicReady

**Bill To:**

Long Beach NY - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ross Wells	x	ross.wells@civicplus.com		Net 30

## CivicReady - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicReady Core Package	CivicReady Core Package	
1.00	CivicReady Core - Mass Communications	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	Renewable
1.00	CivicReady Standard Implementation	CivicReady Standard Implementation	One-time
1.00	CivicReady NOAA Core	Integration with NOAA weather, distribute urgent news, instructions, and mandates via the NOAA network.	Renewable
1.00	CivicReady Implementation Marketing Tools	Access to client branded marketing tools, including Social Media Graphics, Marketing Flyer, Customized Graphic Button and News Flash Graphic.	One-time

List Price - Year 1 Total	USD 16,473.88
Total Investment - Year 1	USD 10,478.22
Annual Recurring Services - Year 2	USD 10,478.22

Total Days of Quote:365

**Term & Payment**

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicReady Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal

Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service.

#### **CivicReady Functionality**

5. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an internet-hosted software application (the "Services"). Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Long Beach NY - CivicEngage. Client may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

#### **CivicReady Appropriate Use of Service**

6. Client agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access the Service, or otherwise delivered by Service on behalf of Client.

7. Client shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State and Local telemarketing laws and requirements.

#### **Account Information and Privacy**

8. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

9. Client represents and warrants that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

#### **Disclaimer of Warranties and Limitation of Liability**

10. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CIVICPLUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE SERVICES OR TO CLIENT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

11. CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CIVICPLUS NOR ANY PERSON ASSOCIATED WITH CIVICPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CIVICPLUS NOR ANYONE ASSOCIATED WITH CIVICPLUS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES

OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS.

12. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIVICPLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM CLIENT'S USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM CLIENT'S USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT CIVICPLUS WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL CIVICPLUS'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM CLIENT TO CIVICPLUS AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**Internet Delays**

13. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.


Signature Page to Follow.

**Acceptance**

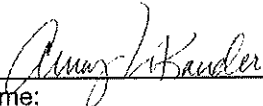
By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

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

Client

By:   
Name: DONNA M. LINDEN  
Title: CITY MANAGER  
Date: 9/26/2022

CivicPlus

By:   
Name: Amy Vikander  
Title: Senior VP of Customer Success  
Date: 9/23/2022

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization City of Long Beach, NY URL www.longbeachny.gov  
 Street Address 1 West Chester Street  
 Address 2 \_\_\_\_\_

City Long Beach State NY Postal Code 11561

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays).  
 Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
 ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone John McDally 917/498-5619

Emergency Contact & Mobile Phone Kerry Ann Troy 516/297-6049

Emergency Contact & Mobile Phone Doreen Hayden 516/710-6070

Billing Contact John McDally E-Mail jmcally@longbeachny.gov  
 Phone 516/705-7202 Ext. \_\_\_\_\_ Fax 516/

Billing Address 1 West Chester Street  
 Address 2 \_\_\_\_\_

City Long Beach State NY Postal Code 11561

Tax ID # 11-6000351 Sales Tax Exempt # 11-6000351

Billing Terms \_\_\_\_\_ Account Rep \_\_\_\_\_

Info Required on Invoice (PO or Job #) 00230762-00

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [  ]

Please list all external sources: \_\_\_\_\_

Contract Contact John McDally Email jmcally@longbeachny.gov  
 Phone 516/705-7202 Ext. \_\_\_\_\_ Fax 516-431-1389

Project Contact Doreen Hayden Email DHayden@longbeachny.gov  
 Phone 516/705-7202 Ext. \_\_\_\_\_ Fax 516-431-1389



Master Service Agreement and Statement of Work
Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [www.civicplus.com/master-services-agreement], and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Long Beach, NY. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

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

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

1. ADDITIONAL TERMS

2. AMENDMENTS

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

Table with 2 columns: Document and Section, Amended Language. Row 1: MSA § 9, At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services ninety (90) days following termination of the applicable SOW. During the ninety (90) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

Acceptance

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

Client and CivicPlus signature lines with handwritten names (DONALD M GARDEN, Amy Vikander), titles (CITY MANAGER, Senior VP of Customer Success), and dates (9/26/2022, 9/23/2022).