IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Jonesboro hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, <u>after the initial 3-YEAR TERM</u>, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than $2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Cost Proposal

Jonesboro	Population- 55515
PO Box 1845 Jonesboro, AR 72403	Prepared by: Nathan Romrell

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Enterprise) *Permit Management *Code Enforcement *Portal Home - Track contractors, inspections, property information - Track code violations, fees, and activities - Unlimited reports and Ad-hoc reporting - Unlimited access to iWorQ's template library including 3 custom letters - Includes 3 customizable web forms - Premium Data (25MB Uploads & 100GB Storage) - Online Credit/debit card processing integrated with iWorQ. - GIS REST Services – iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. - iWorQ will update property details Monthly, annual fees are $500 per layer. Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum $500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	$17,000.00	Annual
Financial Export Financial Export – iWorQ will export financial payments or monies received into the iWorQ system on a nightly basis to an FTP site maintained by customer. *Any refunds or adjustments would be done manually as part of a reconciliation process.	$2,000.00	Annual
Entity Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation	$3,000.00	Annual
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work by location using OpenStreetMap -Work order scheduling and templates -Track inventory, parts, material -Sign and Pavement Management with OpenStreetMap -Quarterly GIS Updates	$13,500.00	Annual

Capital Asset - Sidewalk Management - Track work completed and maintenance history - Track up to 3 asset types - Track location using OpenStreetMap - Configurable dashboard, fields, and reports	**$0.00**	Annual
Stormwater Package Package includes: Work Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history SWPP Permit Management - Issue permits (SWPP) - Unlimited access to iWorQ's template library, including 3 custom letters Capital Asset Management - Track location, inspections, maintenance, and work orders for MS4 compliance - Asset layers on OpenStreetMap (Catch basins, Inlets, outfalls, Lines etc.) - Track up to 3 asset types - Set maintenance, inspection, and work order schedules - Manage and reduce illicit discharge * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap – Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage	**$6,000.00**	Annual
Premium Data (Custom) - Base of 25MB upload size and a custom total of data storage detailed below under note IV.	**$1,000.00**	Annual
Subscription Fee Total (This amount will be invoiced each year)	**$42,500.00**	

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	**Full Price Cost**	**Package Price**	**Billing**

NOTES SERVICE(S) DESCRIPTION

I.   Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date

II.   This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days

III.   This cost proposal cannot be disclosed or used to compete with other companies.

IV.   Total for data storage is 450GB

V.   This agreement combines existing services totaling $41,500 with proposed added service (200GB of data) totaling $1,000 for a new annual total of $42,500. Added service may be prorated.

VI.   A prorated invoice totaling $583.33 will cover added services through November 2023. At which point, the full annual invoice totaling $42,500 will be sent to cover services from December 2023 through November 2024.