

SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

This Software-As-A-Service Agreement (this "Agreement") is entered into as of the date set forth below between Constituent Outreach Consultants, an Illinois Corporation ("Constituent Outreach") and the Village of Hazel Crest, Illinois, an Illinois municipality ("Customer").

Service. Constituent Outreach provides users with the online business application for apple and android software based mobile devices (the "Service"), or successor product name, and any new features that augment or enhance the current Service. Constituent Outreach shall host the Service, or have a 3rd party host the service, and may update the content, functionality, and user interface of the Service from time to time at its sole discretion.

System License Grant. In consideration of the service fee paid by Customer and subject to the terms of this agreement and the Terms of Service as posted at www.constituentconsultants.com, or successor website, Constituent Outreach grants Customer, its employees, and agents a nonexclusive, nontransferable license to use the Service for business purposes. Reselling of the Service is prohibited unless expressly authorized by Constituent Outreach. Any right not expressly granted are reserved by Constituent Outreach.

Terms of Service, Warranties & Limitations of Liability. Constituent Outreach does not warrant that the Service will be error-free. Constituent Outreach's sole liability for any breach of this warranty shall be, in Constituent Outreach's sole discretion, to use commercially reasonable efforts to deliver the Service and achieve the functionality described in the associated Solution Data Sheets or Capability. Many of the Solutions and Services delivered are based on 3rd party open source components which are outside of the control of Constituent Outreach and therefore we provide no warranty or assume any liability for those components. Constituent Outreach shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period with the notice sent to the sales representative.

EXCEPT AS PROVIDED IN THIS SECTION, CONSTITUENT OUTREACH MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE. IN NO EVENT SHALL CONSTITUENT OUTREACH BE LIABLE FOR ANY DAMAGES EXCEEDING THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT.

Miscellaneous. This Agreement shall insure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. This Agreement and Incorporated Terms of Service represent the entire agreement of the parties and may not be modified unless expressly agreed to in writing by both parties. This Agreement shall be governed in accordance with the internal laws of the State of Illinois. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Each party shall be responsible for compliance with all applicable laws, rules and regulations, if any, related to the performance of its obligations under this Agreement. Neither party will be liable for any failure to perform any obligation (other than payment obligations) hereunder, or from any delay in the performance thereof, due to causes beyond its reasonable control.

THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE REQUISITE AUTHORITY TO ENTER INTO THIS AGREEMENT AS AN AUTHORIZED AGENT OF THE PARTY NOTED BELOW.

Constituent Outreach

This includes the following Constituent Outreach components: (Those checked are the services that apply)

iPhone application

Android application

Term and Pricing

The term of this agreement is from July 1st, 2015 (start date) to July 1st, 2016 (end date).

The customer shall pay a set up services fee of \$0 (\$1000 set up fee is waived) and an annual maintenance, service and license fee of \$2,988.00. Setup includes 15 hours of labor. Additional hours will only be included with customer consent and will be billed at \$125/hr.

Total fee is due within 30 days of executing this agreement.

This License shall continue for subsequent one year renewal terms, unless terminated within 60 days notice before end of term with the license fee based on Constituent Outreach's current pricing. Customer accepts and agrees to be charged for any fees associated with a renewal term or increased usage (additional users or services) based on the same method of payment. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. If this Agreement is terminated, Customer will not receive a refund of any monies paid to Constituent Outreach. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach. Upon termination or expiration of this agreement, Customer has no rights to continue use of the Service. If this Agreement is terminated as a result of a breach on Constituent Outreach's part, Customer's remaining payment obligation ceases.

This Software-As-A-Service Agreement consisting of two (2) pages is executed and entered into on the date set forth below.

ACKNOWLEDGED AND AGREED:

CONSTITUENT OUTREACH CONSULTANTS:

CUSTOMER:

By: 

By: 

Print Name: Andrew Todd

Print Name: JOHN A. DALY

Title: Chief Operating Officer

Title: VILLAGE MANAGER

Date: ~~January 28, 2014~~ 7-19-15

Date: 7-8-2015

RECEIVED

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