



WEB SITE CONSULTING, DEVELOPMENT AND CUSTOMER RELATIONSHIP MANAGEMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the ____ day of ____, 2013 (the "Effective Date"), by and between **simpleview**, LLC, with offices at 7458 N. La Cholla Blvd., Suite 100, Tucson, Arizona, 85741 ("**simpleview**") and the City of Independence, Missouri, with offices at 111 E. Maple Ave, Independence, MO 64050-3066 ("Client").

RECITALS

- A. WHEREAS, **simpleview** offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including a customer relationship management application ("CRM");
- B. WHEREAS, Client desires that **simpleview** develop and host a Client Web site (the "Site"), provide and implement the design for the Site, implement CRM and provide certain other services and applications useful in the design, programming, and maintenance of the Site;
- C. WHEREAS, Client desires to engage **simpleview**, and **simpleview** desires to be engaged by Client, to provide Internet services and products on the terms and subject to the conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises set forth herein, **simpleview** and Client (collectively, the "Parties") hereby agree as follows:

1. **simpleview Services**

simpleview agrees to provide design, programming and hosting of the Site on the World Wide Web as set forth or described in Exhibit A hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual written agreement of the Parties. Obligations of **simpleview**, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that **simpleview** is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto. **simpleview** shall deliver the modules listed in Exhibit A in working order and free of material defects.

2. **Web Site Development and Hosting**

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to **simpleview** in an electronic file format specified and accessible by **simpleview** (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Web Site Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to **simpleview** as required by **simpleview**. The pricing in Exhibit A allows for two (2) days of training for CRM at the Client's facilities. Costs associated for economy airfare, lodging and travel incidentals will be billed

separately. If additional training is required, a separate workorder (see section 2.2) will be generated based on our hourly rates and associated travel expenses. Training for CMS modules is done online.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the Site that differ materially from the Services in Exhibits A and B, Client shall submit to **simpleview** a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). **simpleview** shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject **simpleview's** proposal in writing. If Client accepts **simpleview's** proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by **simpleview's** proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

2.3.1 System Availability. **simpleview** warrants at least 99.9% System Availability during each calendar month. "System Availability" means the percentage of total time during which the Site is fully accessible, excluding Scheduled Maintenance and Emergency Maintenance and any loss or interruption due to causes beyond the control of **simpleview**. "Emergency Maintenance" means downtime of the Site due to the application of urgent patches or fixes, or other urgent maintenance, recommended by **simpleview** vendors to be applied as soon as possible, that is performed outside of Scheduled Downtime hours. "Scheduled Maintenance" means downtime of the Site during preset, scheduled maintenance windows. Scheduled Maintenance typically is performed during off-peak hours which are defined as between 9 P.M. and 4 A.M. EST Standard Time. **simpleview** will provide Client with notice of any scheduled maintenance at a minimum of 24 hours prior to the scheduled outage. Times for Scheduled Maintenance may be changed with reasonable prior written notice to Client (which may be via email).

Should **simpleview** fail to achieve 99.9% System Availability in any calendar months, Client shall receive a prorated credit towards future hosting services

Should **simpleview** fail to achieve 99.9 % System Availability in each of two consecutive calendar months, Client shall have the right to terminate this Agreement for cause (and without having to give **simpleview** any cure period), in which case **simpleview** will refund to Client any prepaid fees for the remainder of the Term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within 20 business days after the end of the relevant period.

Client is not permitted to select another vendor to host the Customer Relationship Management ("CRM") application.

2.3.2 Updates to the Site. **simpleview** shall provide Client with a system and the necessary software to allow Client to transmit revisions, updates, deletions, enhancements or modifications (the "Updates") to the Site.

2.3.3 Disaster Recovery. **simpleview** shall maintain a disaster recovery plan (a "DRP") for all technology required to provide the Services, together with the capacity to execute the DRP. Upon request by Client, Supplier shall provide Company with an executive summary of Supplier's then-current version of the DRP. Supplier shall perform disaster recovery tests at least annually. Supplier shall provide Company a written description of all DRP test results in sufficient detail to allow Company to assess the success of each test.

2.3.4 Security. **simpleview** shall provide all reasonable physical, anti-virus and password related security for the **simpleview** system and/or services, and will make all reasonable security procedures available to protect Client Data from unauthorized access. **simpleview** shall have and adhere to industry standard written information security guidelines for maintaining security controls which guidelines include without limitation, physical, administrative and technological controls

2.3.5 Backup Procedures. Data will be backed up on at least a daily basis. In the event that a data restore is required as a result of equipment failure, **simpleview** will bear the costs of such restore.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C. **simpleview** expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term; provided, however, that the annual increase for any fee shall not exceed ten percent (10%) of the fee paid during the immediately preceding 12-month term. Client shall pay, or promptly reimburse **simpleview** for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by **simpleview** in connection with the performance of the Services, provided however, that the travel and related expenses shall be approved in advance by an officer of Client's company. Client shall pay to **simpleview** all fees within thirty (30) days of the date of the applicable **simpleview** invoice. Implementation of certain applications may require two or three days of onsite training.

4. Proprietary Rights

4.1 Proprietary Rights of Client

Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, domain names, designs, trademarks, patents, trade secrets, and any other proprietary rights, and subject to section 4.2 of this Agreement, all other elements of the Site. Nothing in this Agreement shall be construed to grant **simpleview** any ownership right in the Client Content.

4.2 Proprietary Rights of **simpleview**

Subject to Client's ownership interest in Client Content, all materials, including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML (or XML) script developed or provided by **simpleview** or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be

deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to **simpleview**'s products or services, shall remain the sole and exclusive property of **simpleview** or its suppliers, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "**simpleview** Materials"). Subject to section 5.2 of this Agreement, to the extent, if any, that ownership of the **simpleview** Materials does not automatically vest in **simpleview** by virtue of this Agreement or otherwise, Client hereby transfers and assigns to **simpleview** all rights, title and interest which Client may have in and to the **simpleview** Materials. Client acknowledges and agrees that **simpleview** is in the business of designing and hosting Web sites, and that **simpleview** shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any **simpleview** Materials in providing such services.

4.3 **simpleview** Notices

Unless otherwise agreed to in writing by the Parties, **simpleview** shall have the right to place proprietary notices of **simpleview** (including hypertext links related thereto) on the **simpleview** Materials and on the Site, including developer attribution and hypertext links to **simpleview**'s web sites, and to change or update such notices from time to time upon notice to Client. The size and location of these notices shall be subject to Client's approval, which approval shall not be unreasonably withheld. In no event may Client remove or alter any **simpleview** proprietary notice from the **simpleview** Materials or the Site without **simpleview**'s prior written consent. **simpleview** may use the name of and identify Client as a **simpleview** client, in advertising, publicity, or similar materials distributed or displayed to prospective clients upon Client's prior written consent.

5. License

5.1 Grant of License - Client

Client hereby grants to **simpleview** a non-exclusive, worldwide, royalty free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, exhibit, publish, transmit, perform, display, and otherwise use Client Content solely as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - **simpleview**

simpleview hereby grants to Client a limited, non-exclusive, nontransferable license solely for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to make use of **simpleview** Materials that are incorporated in the Site and that are required for the operation of the Site. Client cannot use the **simpleview** Materials for any other purpose, including selling, copying or transferring any portions to third parties, or providing Web site development or hosting services for others. **simpleview** hereby reserves for itself all rights in and to the **simpleview** Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of **simpleview** without **simpleview**'s prior written consent.

6. Warranties

6.1 **simpleview** Warranties

simpleview warrants: (i) that **simpleview** has the right and authority to enter into and perform its obligations under this Agreement; (ii) that **simpleview** shall perform the Services in a professional and workmanlike manner

and (iii) none of the simpleview Materials, any other materials used by **simpleview** or any actions of **simpleview** in connection with the Services will infringe or violate any right of any third party.

6.2 Client Warranties

Client warrants that: (a) it has all authorization(s) necessary for hypertext links to third party Web sites; and; and (b) that the Client Content does not infringe or violate any right of any third party. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the CRM.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless **simpleview**, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Client's warranties, hereunder; (ii) arises out of the negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the Site provided by Client infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by **simpleview**

simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of **simpleview's** warranties hereunder; or (ii) arises out of the negligence or willful misconduct of **simpleview**; or (iii) Client's use of, or **simpleview's** use of, simpleview Materials or any other materials used by **simpleview** in connection with the Services, infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses

8. Warranty Disclaimer and Limitation of Liability

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6, **simpleview** MAKES NO WARRANTIES HEREUNDER, AND **simpleview** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT.

EXCEPT FOR CLAIMS ARISING FROM A BREACH OF SECTIONS 2.3.3, 2.3.4 OR 2.3.5, OR FOR INDEMNIFICATION UNDER SECTION 7, THE TOTAL LIABILITY OF **simpleview** HEREUNDER FOR ANY SERVICES NOT PROPERLY PERFORMED (INCLUDING ANY LIABILITY FOR NEGLIGENCE) SHALL BE LIMITED, AT THE SOLE DISCRETION OF **simpleview**, TO (a) PERFORMING THOSE SERVICES CORRECTLY, OR (b) IF SUCH PERFORMANCE IS IMPOSSIBLE, TO THE AMOUNT'S PAID TO **simpleview** FOR THE SERVICES THAT WERE IMPROPERLY PERFORMED. IN NO EVENT SHALL **simpleview** OR CLIENT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A CLAIM ARISING FROM A BREACH OF SECTIONS 2.3.3, 2.3.4, 2.3.5

OR 10, OR A CLAIM FOR INDEMNIFICATION UNDER SECTION 7, THE LIABILITY OF **simpleview** TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO **simpleview** BY CLIENT UNDER THIS AGREEMENT.

9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for three (3) years, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). This Agreement shall automatically be renewed beyond the Initial Term for additional one (1) year terms (each, a "Renewal Term") unless Client provides **simpleview** with a written notice of termination at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term.

Either party may terminate this Agreement if the other party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice specifying the breach.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any future fiscal period, the Client, at its option may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to **simpleview**, without future obligations liabilities, or penalties to **simpleview**, except for amounts due up to the time of termination. In addition, Client shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

10. Confidentiality

Each party agrees that during the course of this Agreement, information that is identified as confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, client and prospect data, and marketing data ("Confidential Information"). The obligations with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when receiving party can demonstrate such information (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by individuals of the receiving party without access to the Confidential Information, (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party or (e) is required by law to be disclosed; provided, however, that the party required to disclose will first timely notify the other part of the requirement so that such other party may seek an appropriate protective order. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any **simpleview** Materials to compete with **simpleview** or in any way that would diminish **simpleview**'s rights therein.

Except as required by judicial, administrative or governmental order or action, **simpleview** agrees that the terms of this Agreement shall be kept confidential, unless requested under the requirements of RSMO Chapter 610 – The Missouri Sunshine Law.

11. Miscellaneous

11.1 Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and **simpleview** with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

11.2 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Missouri.

11.3 Independent Contractors

The Parties agree that **simpleview** and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties.

11.4 Choice of Forum; Attorneys Fees and Costs

All claims, disputes or causes of action relating to or arising out of this Agreement shall be brought, heard and resolved solely and exclusively by and in a federal or state court situated in Jackson County, Missouri. Each of the parties hereto agrees to submit to the jurisdiction of such courts shall be proper for all purposes of this Agreement. If a dispute arises between the parties as a result of which an action is commenced to interpret or enforce any of the terms of this Agreement, the negotiated settlement between the parties shall represent the responsible party for out-of-pocket attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

11.5 Force Majeure

Neither party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that party.

11.6 Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

11.7 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

11.8 Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

11.9 Tax Jurisdiction

As work to be done by **simpleview** will be at its offices located in Tucson, Arizona, the appropriate tax jurisdiction is the State of Arizona, and Pima County. All applicable federal and Arizona state, county and city taxes will be borne by **simpleview** as part of this agreement. In the event that a taxing agency other than the State of Arizona, Pima County, City of Tucson or the Federal government levies taxes on the work specific to the project or projects outlined in this agreement, Client will bear the responsibility of paying the taxes either directly, or indirectly through invoices marked up for tax inclusion. **simpleview** will provide the Client with written quotes for all products and services with the corresponding tax liabilities, and then agree to be responsible to collect and transmit these taxes to the proper authority.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

simpleview, LLC

7458 N La Cholla Blvd., Suite 100

Tucson, AZ 85741

USA

By:_____ Date:_____

Authorized Signature

City of Independence

111 E. Maple Ave

Independence, MO 64050-3066

USA

By:_____ Date:_____

Exhibits

A – simpleview Services

B – Additional Services

C– Fee Schedule

EXHIBIT A

simpleview SERVICES

SIMPLEVIEW CRM – “LITE” LEVEL PRICING (UP TO 15 CONCURRENT USERS)

	Lite	Comments
Users	Up to 15 Users	
Implementation (One time fee)	\$19,000	Includes data migration, system configurations, standard and customized reports and template creation
Licensing & Annual Support	\$12,000	Annual fee includes technical support, updates, version upgrades, report building, template creation, shared hosting, ticketing system access codes, and access to live support via phone Monday – Friday 8am – 6pm MST
Data Migration	Included	
Support Hours	120/ year *	Support begins upon client approval of system launch
On-site Training	Included	2 days of on-site training at Client’s facilities included. Costs associated for economy airfare, lodging and travel incidentals will be billed separately to Client.
Follow-up Training Days	TBD	On site: \$2,000 per trainer per day. Two day minimum; travel expenses billed separately to Client. At simpleview: \$1,000 per trainer per day. No minimum; travel expenses are the responsibility of the Client.
Annual Shared Hosting	INCLUDED	
Meeting Sales Module	INCLUDED	
- MINT Integration	INCLUDED	
- Meeting Broker Integration	INCLUDED	
Consumer Module	INCLUDED	
Member/ Partner Module	INCLUDED	
Group Tour & Travel Module	INCLUDED	
Client Services & Referrals Components	INCLUDED	
Dues & Invoicing	INCLUDED	
Member/ Partner Login	INCLUDED	
Press/ PR Module	INCLUDED	
Form Builder	INCLUDED	
Inventory Module	INCLUDED	
Events Management Module	INCLUDED	
RUF Consumer Data Health Check Integration	INCLUDED	

*As part of this agreement, Customer is allotted 120 support hours provided by development and project management staff in the maintenance and hosting of CRM per year not to exceed 360 hours over a three-year term. If Year One support requirements exceed 120 hours, Client has the option of utilizing Year Two and Year Three support hours during the term of the agreement. Hours from one year to the next cannot be carried-forward. Any overages over the three year term will be billed at \$125/hour, or client may upgrade to the next CRM support level. Standard system maintenance and updates initiated by simpleview, such as version upgrades, bug fixes or new feature updates, shall not be charged against the allotted support hours. Client initiated requests, such as customizations, custom reports or templates, shall be charged against the allotted hours.

WEBSITE SCOPE - PRICING (IN USD)

Usability, Strategy & Design	
Sitemap Consultation	x
Creative Brief	x
Creative	x
Design Implementation & Execution	x
Website Development Core Engagement	
Navigation & Content Management (CMS)	x
Content Collection, Page Creation & Data Migration	x
Homepage Slideshow & Interior Header Management	x
Landing Pages & Metatag Management	x
Website Form Integration with CRM Consumer Group	x
Advanced Site Search	x
Partner Listings (integration with Simpleview CRM)	x
Calendar of Events	x
Site Transition (SEO) Program	x
CMS Modules	
Microsite Builder Module	x
Multimedia Gallery	x
Custom Landing Pages and CRM Integrated Data Capture for Contests and Promotions	x
Special Offers/Coupons	x
Themed / Advanced Trip Builder	x
CMS Integrations	
Booking Engine Integration	x
Facebook "Like" button for site pages	x
Google Maps Integration	x
Social Bookmarking (ShareThis/AddThis)	x
Social Media Integration Lite	x
TripAdvisor Integration	x
Mobile	
MultiDevice Site (Responsive Design)	x
One Time Fee Total	\$ 111,500
Project Management Fee	16,725
One Time + PM Fee Total	\$ 128,225

<input checked="" type="checkbox"/> "Dedicated Hosting" \$499/month <ul style="list-style-type: none"> • Dedicated hosting environment • 100 GB Storage • 2 Static IP Addresses • Unlimited Email Accounts • Unlimited FTP Accounts Add-ons <input type="checkbox"/> \$25/month per additional static IP
Additional Services <input type="checkbox"/> \$20/month for Postini spam services <input checked="" type="checkbox"/> \$35/month for streaming media services (may change to be tiered levels) – Required for MultiMedia Gallery

simpleSupport Plan - 5	\$500/month for 12 months	Comments
Included Hours per Month	5.00	This line item covers the cost of online creative, development, day-to-day project management, training and support.
Bonus Hours per Month	.25	
Total Hours per Month	5.25	
Quarterly Strategic Planning Call	Included	These calls are run by our Business Development Team, may include several members of our staff, and are not counted against your allotment of support hours.
Onsite Consulting Days	TBD	On site: \$2,000 per day if desired. Two day minimum; includes travel expenses - regardless of location. At simpleview: \$1,000 per day. No minimum; travel expenses are the responsibility of the customer.
Access to Ticketing System	Included	
Access to User Forum	Included	
Total Cost	\$6,000.00	

EXHIBIT B

ADDITIONAL SERVICES

No Additional Services as of July 5, 2013

EXHIBIT C
FEE SCHEDULE

- I. **\$19,000.00 USD** for Customer Relationship Management licensing and implementation for up to 15 users.
 - i. Payment terms for the above items are as follows; **\$9,500.00** deposit and **\$9,500.00** due upon launch of the live application.
 - ii. Travel expenses related to the initial training will be billed separately to Client.
- II. **\$12,000.00 USD** per year for Customer Relationship Management annual hosting, technical support and application upgrades for up to 15 users;
 - i. Payment terms for Customer Relationship Management annual hosting, technical support and application upgrades are as follows; **\$12,000.00** due upon launch of the live application; **\$12,000.00** due on the first anniversary of the launch of the application; and **\$12,000.00** due on the second anniversary of the launch of the application.
 - ii. As part of this agreement, Customer is allotted 120 support hours per year not to exceed 360 hours over a three-year term. If Year One support requirements exceed 120 hours, Client has the option of utilizing Year Two, and Year Three support hours during the term of the agreement. Hours from one year to the next canNot be carried-forward. Any overages over the three year term will be billed at \$115/hour, or Client may upgrade to the next CRM support level at that additional cost. Client will have access to time entries of developers related to their CRM application on a real-time basis. As of July 1, 2009, our hourly fee for significant modifications to the CRM application is \$115 per hour. Client will be notified prior to work starting for significant modifications to the CRM application. Standard system maintenance and updates initiated by simpleview, such as version upgrades, bug fixes or new feature updates, shall not be charged against the allotted support hours. Client initiated requests, such as customizations, custom reports or templates, shall be charged against the allotted hours.
 - iii. The annual upgrade and support fees may be increased by **simpleview** on a year by year basis; however, such increases shall not exceed an average of 10% a year over the three-year term of the agreement.
- III. **\$128,225.00** for the Core Requirements listed in Exhibit A;
 - i. Payment terms for the above are as follows; **\$42,742.00** due upon contract execution, **\$42,742.00** due upon approval of design, and **\$42,741.00** due upon launch of the live site.
 - ii. As of July 1, 2012, our hourly fee for routine fixes and maintenance of the Web Site is \$125 per hour. Upon launch of the live site, the client will have thirty (30) days to review

the site and provide a written change list to **simpleview** for minor modifications within the scope of the original proposal. Any modifications requested after the 30 day period will be billed as part of the simpleSupport Plan..

- IV. Monthly Web site dedicated hosting fees are **\$499.00** per month, plus **\$35.00** per month for streaming media bandwidth, for a total of **\$534.00** per month and will be billed on a quarterly basis. The first quarterly hosting fee of \$1,602.00 will be due upon launch of the Client Web site. The initial invoice will be adjusted to coincide with January 1, April 1, July 1 or October 1 quarterly payment schedule. For example, should the site launch on May 1st, the initial invoice will be for the time period of May 1, 2013 through June 30, 2013 for \$1,068.00, with the next invoice being for \$1,602.00 for the time period of July 1, 2013 through September 30, 2013, and \$1,602.00 every subsequent quarter thereafter.
- V. The simpleSupport Plan – 5 will be billed monthly starting the first day of the month after the launch of the live site for \$500.00 USD, with subsequent monthly billings of \$500.00 for a total of twelve (12) months. **simpleview** will provide monthly time logs and a reconciliation of total hours utilized during the term of the Support agreement. Unused hours will be carried forward to future months. Overages will be applied to future months. Support hours can be applied to new work orders as requested by Client. Should Client utilize all support hours, a separate invoice will be generated at our prevailing hourly rates, or the Client can be move to the next level of support. At the end of a 12 month period, a new Support agreement can be negotiated. If Client elects to not continue the Support agreement, the unused balance can be applied to unpaid invoices.