

## STAFF REPORT

Date: October 6, 2015  
To: Mayor and Council Members  
Through: Acting City Manager  
From: Planning and Neighborhood Services  
Subject: BasicGov Annual Software Renewal Agreement and Purchase Order

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### **Actions:**

1. Receive the Staff Report

### **Options:**

1. Approve the Contract and Purchase Order

### **Background and Analysis:**

The proposed agreement is a two year renewal agreement for BasicGov web based software system. The Planning, Building, Code Enforcement, and Public Works Departments currently use BasicGov. The software is essential in city operations for tracking applications, fees, plan checks, code enforcement cases, and processing building permits.

In 2007, staff reviewed many different software systems and product demos and chose Basic Gov due to its relatively low cost and adaptability to Beaumont's needs. The City's original agreement expired in 2012 and then went to a year to year billing based on the original agreement. The City is billed based on how many logins and the storage we need each year. The proposed renewal agreement is for two years and includes an increase in the second year of 3%. This is the first increase in costs since the original agreement. Changing this type of software is not usually done very often due to the cost of implementation and training.

Staff made a quick call to two other companies with similar systems to check prices. The estimated costs for those companies are:

HDL: \$123,000 for Permit and Code Software including the license, installation, implementation, training, reports and 1<sup>st</sup> year use fee

Energov: \$122,967 for complete suite of service (permitting, licensing, public maintenance management) subscription fee, implementation, training, support. Ongoing annual would be \$38,532.

### **Fiscal Impact:**

\$33,942 has been budgeted in the FY 2015-2016 Budget Account #01-1350-4060.

Respectfully submitted,  
City Staff

000130



**951-769-8520**  
**Fax: 951-769-8526**

No. **PLAN** 2016-01

THIS NUMBER MUST APPEAR  
ON ALL INVOICES, DELIVERY  
SLIPS AND CORRESPONDENCE

| QUANTITY | DESCRIPTION<br>Supplies/Services       | COST<br>ACCOUNTING | UNIT<br>PRICE | AMOUNT    |
|----------|--|--------------------|---------------|-----------|
|          | Basic Gov Annual Software Subscription |                    |               | 33,942.00 |
|          | <b>ACCOUNT DISTRIBUTION</b>            |                    |               |           |
|          | 01-1350-4060                           | Set Terms          |               |           |
|          |  |                    |               |           |
|          |  |                    |               |           |
|          |  |                    |               |           |
|          |  |                    |               |           |
|          |  |                    |               |           |

000131



# BasicGov

BasicGov Systems, Inc.  
#1100 - 555 West Hastings Street  
Vancouver, British Columbia V6B 4N6  
Canada

## INVOICE

Date: 10/01/2015  
Invoice No.: 11487

Sold to:

**City of Beaumont**

Ms. Rebecca Deming  
550 E 6th Street  
Perris, CA 92223  
USA

| Description  | No. of<br>user/license/<br>hours | Price    | Amount               |
|--|----------------------------------|----------|----------------------|
| Annual subscription for:   |                                  |          |                      |
| - Unlimited use license  | 11                               | 2,082.00 | US\$22,902.00        |
| - Unlimited use license  | 7                                | 1,500.00 | US\$10,500.00        |
| - Storage  | 9                                | 60.00    | US\$540.00           |
| Service Period Covered: October 1, 2015 to September 30, 2016  |                                  |          |                      |
| Please note: Starting next year, the annual license costs will increase by 3% each year. Next year's annual license costs will be \$34,960.26. |                                  |          |                      |
| GST No.: 85688 8318 RT0001 PST No.: PST-1006-6675  |                                  |          |                      |
| <b>Total Amount</b>  |                                  |          | <b>US\$33,942.00</b> |

**IMPORTANT**

Term: Net 30.  
Payment must be received on or before the due date to avoid any late payment charges.  
Late payments are charged at 2% per month on overdue accounts.

Please make check payable & mail to:

**BasicGov Systems, Inc.**

#1100 - 555 West Hastings Street  
Vancouver, British Columbia V6B 4N6  
Canada

**USD wire payment information:**

Correspondent Bank: HSBC Bank USA  
Swift Code: MRMDUS33  
ABA NO: 0210-0108-8  
Account No: 000050881

Destination Bank: HSBC Bank Canada  
Swift Code: HKBC CATT  
Bank Address: 885 West Georgia St.  
Vancouver BC V6C 3G1

Beneficiary Name: BasicGov Systems, Inc.  
Account No.: 270 446354 070  
Address: #1100 - 555 West Hastings St.  
Vancouver BC V6B 4N6 Canada

Please reference invoice number in wire

000132

## RENEWAL AGREEMENT

To: City of Beaumont

For: Subscription Licenses

Date: September 11, 2015

**Subscription Renewal**

We trust that you are finding BasicGov a valuable tool for managing your local government. We continue to improve the performance and capability of BasicGov, so please visit [www.BasicGov.com](http://www.BasicGov.com) to see what's new.

Under the terms of our contract your subscription is automatically renewed for one year unless you advise us in writing that you wish to modify or cancel your service. Signing this agreement carries forward all terms from existing contract. Your upcoming subscription period will be October 1, 2015 to September 30, 2016. A summary of your current subscription is as follows:

**Annual Subscription Fees:**

This section shows the number of estimated users, and annual cost for the subscription fees.

Subscription costs for annual renewals will be based upon the fees below.

We have been happy to servicing you for the past 5 years. For that period, BasicGov has been able to not increase annual costs for the service, and will do so for one more year. As per permitted in section 5.1 of the BasicGov subscription agreement, starting in your 2016 renewal period, we will be introducing a modest fee increase of 3% to account for increasing service and supplier costs to BasicGov.

**Software License Cost:**

| Description  | Annual Cost (USD)    |                      | Total Cost (\$)    |
|--|----------------------|----------------------|--------------------|
|  | Oct 1/15 – Sep 30/16 | Oct 1/16 – Sep 30/17 |                    |
| Software Licensing (11 full access users). Includes access to Permits and Inspections, Licensing, Code Enforcement and Planning modules.             | \$22,902.00          | \$23,589.06          | \$46,491.06        |
| Software Licensing – Discounted (7 full access users). Includes access to Permits and Inspections, Licensing, Code Enforcement and Planning modules. | \$10,500.00          | \$10,815.00          | \$21,315.00        |
| Storage (9 units)  | \$540.00             | \$556.20             | \$1,096.20         |
| GIS Connector  | \$0                  | \$0                  | \$0                |
| Parcel Load Utility  | \$0                  | \$0                  | \$0                |
| <b>Total Costs</b>   | <b>\$33,942.00</b>   | <b>\$34,960.26</b>   | <b>\$68,902.26</b> |

**Contract Term: 2 Years**

Subscription Fees are due upon signing, and are payable in advance on an annual basis. This is subject to automatic renewal as set forth in the BasicGov Subscription Agreement.

**Signatures:** I authorize BasicGov Systems, Inc. to continue with the number of licenses described above and invoice as per the above information. Your signature also authorizes BasicGov Systems, Inc. to retain Administrator access to the customer's org and data, in order to configure and support the system.

| Customer Signature |  |       |      |
|--------------------|--|-------|------|
| Signature          |  | Title | Date |
| Name               |  | Email |      |
| Mailing Address    |  |       |      |
| Phone              |  | Fax   |      |



## Standard Customer Order Form City of Beaumont, CA

This Order is governed by the BasicGov™ Subscription Agreement signed by the Customer identified below and BasicGov Systems, Inc., and specifies details of the Customer's authorized use of the BasicGov software solution.

The pricing in this order form expires on **November 12, 2010**.

### Annual Subscription Fees:

This section shows the number of users, number of modules, and annual cost for the subscription fees.

Subscription costs for annual renewals will be based upon CloudBench Applications' fee schedule at the time of the renewal, as specified in section 5.1 of the BasicGov Subscription Agreement.

| Number of Licenses/Units | License Type                     | Modules Accessible      |           |                  |          | Annual Cost    |
|--------------------------|----------------------------------|-------------------------|-----------|------------------|----------|----------------|
|                          |                                  | Permits and Inspections | Licensing | Code Enforcement | Planning | Total (in USD) |
| 11                       | Unlimited Use (2082.00 per year) | Yes                     | Yes       | Yes              | Yes      | \$22902.00     |
| 9                        | Storage (\$60 per year)          |                         |           |                  |          | \$540.00       |
| 1                        | GIS Connector                    |                         |           |                  |          | \$0            |
| 1                        | Parcel Load Utility              |                         |           |                  |          | \$0            |
| Total                    |                                  |                         |           |                  |          | \$23442.00     |

Additional users, up to 5 total, added in the next 24 months will have unlimited access as defined above for \$1500.00 per year.

ok  
11/11/10

### List of Users:

The List of users can be provided at a later date.

### Implementation Services:

This section describes the services that are included with the standard implementation process. The City of Beaumont is adding the Permits and Inspections module. The implementation for this module is free of charge.

| Item                          | Description  |
|-------------------------------|--|
| Permits and Inspections Setup | Configuration of: <ul style="list-style-type: none"> <li>Up to 20 standard pick lists</li> <li>Manual or flat or basic graduated fees</li> <li>Maximum of 1 custom letter template</li> <li>Maximum of 3 custom reports</li> <li>Up to 3 basic workflow tasks</li> <li>Condition list</li> </ul> |

BasicGov Systems, Inc.  
1100 - 555 West Hastings Street, PO Box 12026  
Vancouver, BC, V6B 4N4, Canada  
Toll free 1.877.256.8385 | Fax 1.866.228.8917  
Email [info@basicgov.com](mailto:info@basicgov.com)

BasicGov Additional Modules Form

Page: 1

Date: 09/11/2010

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Initials: 



## Standard Customer Order Form City of Beaumont, CA

|                   |   |                                     |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
|-------------------|---|-------------------------------------|-------|-------------|-------------------|--------------|-------------------------------------|-------------------|--------------|-------------------------------------|----------------|-------------|-------------------------------------|
| Training sessions | One 1.5 hour online training class per module, and one 1.5 hour online training class for reports. This does not include re-training.   |                                     |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Data loading      | Standard data in flat file format, for parcel and owner data, with optional conditions and ordinances. No data cleanup will be provided.  |                                     |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Data conversion   | This is not included in standard implementations.   |                                     |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Annual support    | <p><b>First 30 Days:</b> The first 30 days after your system is live is a period of adjustment. Tier 1 support hours are not tracked or charged during this time. Reasonable requests for Tier 2 support that fall within the scope of the initial implementation will similarly be free of charge; this determination is at the sole discretion of BasicGov.</p> <p>After 30 days the BasicGov support agreement is engaged for Tier 1 and Tier 2 support (See below).</p> <p><b>Tier 1:</b> Covers all day-to-day activities and foreseeable adjustments required within normal business operations and includes:</p> <ul style="list-style-type: none"><li>• Fee Changes</li><li>• Letters</li><li>• New pick list entries</li><li>• Reports</li><li>• New Fields</li></ul> <p>Thirty hours per year of Tier 1 support are included with your contract and initial response to a support request will occur within 10 business hours of the request. Tier 1 support hours are renewed annually can not be carried forward. Note that the 30 hours includes not only time spent in direct correspondence (email or phone) with the customer but also time spent by BasicGov staff to resolve the problem. Additional support packages may be purchased for an additional \$3000 per 30 hour block.</p> <p>For one off Tier 1 issues beyond the 30 hours, the following fees apply</p> <table><tr><td>Service</td><td>Price</td><td>Description</td></tr><tr><td>Add Custom Letter</td><td>\$200.00 /ea</td><td>These are fees post implementation.</td></tr><tr><td>Add Custom Report</td><td>\$100.00 /ea</td><td>These are fees post implementation.</td></tr><tr><td>Add Custom Fee</td><td>\$75.00 /ea</td><td>These are fees post implementation.</td></tr></table> <p><b>Tier 2:</b> These support requests may requires significant involvement of expert technical staff at BasicGov. The determination of whether a request is Tier 1 vs Tier 2 is at the sole discretion of BasicGov. Tier 2 support includes:</p> <ul style="list-style-type: none"><li>• Retraining new hires</li><li>• Data Loading</li><li>• Workflow modifications</li><li>• Integration Support</li><li>• Batch Letter Setup</li><li>• Retraining replacement staff</li><li>• Data conversions</li><li>• Approval process changes</li><li>• GIS Support/Integration</li></ul> <p>Tier 2 support is not included in the contract and is charged at a rate of \$250 per hour. Tier 2 work will not being until the customer has signed a support change request form. A Tier 2 Support package of 10 hours can be pre-purchased for \$2000.</p> | Service                             | Price | Description | Add Custom Letter | \$200.00 /ea | These are fees post implementation. | Add Custom Report | \$100.00 /ea | These are fees post implementation. | Add Custom Fee | \$75.00 /ea | These are fees post implementation. |
| Service           | Price   | Description                         |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Add Custom Letter | \$200.00 /ea  | These are fees post implementation. |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Add Custom Report | \$100.00 /ea  | These are fees post implementation. |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |
| Add Custom Fee    | \$75.00 /ea   | These are fees post implementation. |       |             |                   |              |                                     |                   |              |                                     |                |             |                                     |

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BasicGov Additional Modules Form

Page: 2

Date: 09/11/2010

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000137





## Standard Customer Order Form City of Beaumont, CA

|                     |   |
|---------------------|---|
|                     | <b>Support Hours:</b> Standard support hours are 8am to 5pm Pacific time, Monday through Friday, excluding holidays. Emergency support is provided on Canadian statutory holidays that do not correspond with American statutory holidays. Primary users will be notified approximately 5 days prior to a Canadian holiday and will be provided with a phone number they can use for emergency support. Messages left at the designated number will be checked several times daily.   |
| Refresh parcel data | <p>City to choose between:</p> <ul style="list-style-type: none"><li>Parcel Updater Tool: utility for refreshing parcel and owner data; scheduled data refreshes are done by the customer: \$500 fee</li><li>Parcel Updater Service: utility for refreshing parcel and owner data; scheduled refreshes are done by BasicGov: \$200 fee per update</li></ul> <p>Database structure changes can be handled in the future for an additional fee, as a Change Order.</p> <p>Only file formats handled by native Windows data source drivers can be used to load city data (i.e. txt, csv, access, etc.)</p> |
| Systems integration | This is not included in standard implementations.   |

**Total Implementation Cost:** \$ 0 USD  
**Total First Year Subscription Costs:** \$ 23442.00

### Contract Term:

The term of this order is 2 years.

This contract will consolidate previous contracts and renewal dates to a single annual invoice. The effective date of this order, and subsequent first invoice, will be determined at a later date. Subscription Fees will begin on the effective date, and are payable in advance on an annual basis. Subscriptions fees will not increase at a rate greater than 5% per year beyond the term of this contract. Implementation Fees are billed as of the signing date of this order form. This order is subject to automatic renewal as set forth in the BasicGov Subscription Agreement. Fees are payable within 30 days from the date of the invoice, and invoices will be sent via email to the billing email address. Overdue accounts will be charged interest at a rate of 2% per month.

**Signatures:** I authorize BasicGov Systems, Inc. to invoice as per the above information.  
Your signature also authorizes BasicGov Systems, Inc. to retain Administrator access to the customer's org and data, in order to configure and support the system.

Customer Signature

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Email [info@basicgov.com](mailto:info@basicgov.com)

BasicGov Additional Modules Form

Page: 3

Date: 09/11/2010

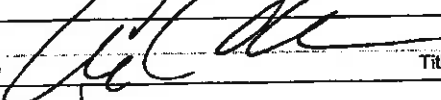
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000138

**BasicGov**

## Standard Customer Order Form City of Beaumont, CA

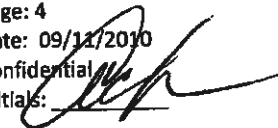
|                  |   |        |              |      |          |
|------------------|---|--------|--------------|------|----------|
| Signature        |  | Title  | City Manager | Date | 11/10/10 |
| Name:            | Alan Kapanicas  | Email: |              |      |          |
| Mailing Address: | 650 E. 6th St, Beaumont, CA 92223   |        |              |      |          |
| Phone:           | 951-769-8520  | Fax:   | 951-769-8526 |      |          |

|                                     |                                       |                        |              |                             |
|-------------------------------------|---------------------------------------|------------------------|--------------|-----------------------------|
| <b>Customer Billing Information</b> |                                       |                        |              |                             |
| Name:                               | City of Beaumont                      | Attn: Accounts Payable | Email:       | snorville@ci.beaumont.ca.us |
| Mailing Address:                    | 650 E. 6th Street, Beaumont, CA 92223 |                        |              |                             |
| Phone:                              | 951-769-8520                          | Fax:                   | 951-769-8526 |                             |

|   |       |      |
|---|-------|------|
| <b>BasicGov Systems, Inc. Signature</b> |       |      |
| Signature                               | Title | Date |
| Name:                                   |       |      |

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BasicGov Additional Modules Form

Page: 4  
Date: 09/11/2010  
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890139

## BASICGOV™ SUBSCRIPTION AGREEMENT

This Subscription Agreement effective the Effective Date indicated below is made by and between BasicGov Systems Inc, of Vancouver, British Columbia, Canada ("BasicGov") and the Customer identified below (the "Customer") (collectively the "Parties" and each a "Party"). For valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

### 1. INTRODUCTION

1.1. BasicGov™ ("BASICGOV") is proprietary, modular, web-based software solution for municipalities, accessible through the Apex Platform™ online platform (the "Apex Platform") operated by Salesforce.com Inc. ("Salesforce.com").

1.2. The details of Customer's access to and use of BASICGOV, including the number of authorized Users (defined in paragraph 4.1), will be specified in written order forms signed by the Parties from time to time (each an "Order"), which are governed by and form part of this Agreement.

1.3. Customer's access to and use of BASICGOV and the Apex Platform are governed by this Agreement and separate agreements between Customer and Salesforce.com (collectively the "SFDC Agreements"), including the Salesforce.com End User Subscription Agreement attached as Exhibit "A" to this Agreement. By signing this Agreement, Customer acknowledges and signifies to BASICGOV and Salesforce.com that Customer has understood, and agreed to the Salesforce.com End User Subscription Agreement. If there is any inconsistency or conflict between this Agreement and the SFDC Agreements, then this Agreement will take priority and govern regarding Customer's access to and use of BASICGOV and the relationship between Customer and BASICGOV, and the SFDC Agreements will take priority and govern regarding Customer's access to and use of the Apex Platform and the relationship between Customer and Salesforce.com.

### 2. TERM AND SERVICES

2.1. **Term of Agreement and Orders:** The initial term of this Agreement is for the period set forth in the initial Order commencing on the Effective Date (the "Initial Term"), unless terminated earlier by either Party pursuant to this Agreement. Unless expressly stated otherwise in an Order, this Agreement will automatically renew for additional one-year periods (each a "Renewal Term"), unless terminated earlier pursuant to this Agreement or unless either Party gives notice of non-renewal to the other Party by no later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term. For purposes of this Agreement, the Initial Term and all Renewal Terms are referred to collectively as the "Term". The term of each Order will commence on the effective date specified on the Order and expire on the expiration date specified in the Order, unless terminated earlier pursuant to this Agreement or the terms of the Order. Each Order will automatically renew for additional one-year periods, unless: (a) the Order is terminated earlier pursuant to this Agreement; (b) either Party gives notice of non-renewal to the other Party by no later than ninety (90) days before the end of the then-current term of the Order; or (c) the Order expressly states that it will not automatically renew.

2.2. **BASICGOV Services:** Subject to the provisions of this Agreement and the SFDC Agreements, BASICGOV hereby grants to Customer a non-exclusive, non-transferable, limited license during the Term to access and use through the Apex Platform: (a) the BASICGOV modules specified in valid and subsisting Orders; and (b) online training and technical support materials for those BASICGOV modules (collectively, the "BASICGOV Services").

2.3. **Optional Services:** BASICGOV will provide optional services to or for the benefit of Customer (the "Optional Services"), as specified in applicable Orders. Unless otherwise agreed in writing by the Parties, Optional Services will be provided only during the Term and subject to this Agreement and such additional terms and conditions (including payment of additional fees) as agreed in writing by the Parties.

2.4. **Orders:** Each time Customer wishes to request BASICGOV Services and Optional Services (collectively, the "Services") from BASICGOV, Customer will sign and deliver to BASICGOV a completed Order in the form prescribed by BASICGOV. An Order submitted by Customer will not be binding on BASICGOV unless and until BASICGOV accepts the Order in writing. BASICGOV may in its discretion refuse to accept any Order.

2.5. **Technical Support.** Customer will ensure that all requests for technical support regarding the Services and the Apex Platform are directed to BASICGOV only, and not to Salesforce.com. ANY REQUEST FOR TECHNICAL SUPPORT MADE BY CUSTOMER OR ANY USERS TO SALESFORCE.COM WILL BE SUBJECT TO AN ADDITIONAL FEE PAYABLE BY CUSTOMER.

### 3. CUSTOMER DATA

3.1. **Ownership of Customer Data:** BASICGOV will not acquire any right, title to interest in, to or associated with the data provided by Customer or created by Customer using the Services (collectively, the "Customer Data").

3.2. **Storage/Return of Customer Data:** Customer Data is stored by Salesforce.com in the Apex Platform, and is subject to the Salesforce.com End User Subscription Agreement. At any time upon request by Customer during the Term and within thirty (30) days after the end of the Term, BASICGOV will request that Salesforce.com return all Customer Data in the Apex Platform to Customer in accordance with the Salesforce.com End User Subscription Agreement. Salesforce.com is not responsible for the privacy, security or integrity of Customer Data that is transmitted outside the Apex Platform.

3.3. **Consent and License re Customer Data:** Certain Services may require that BASICGOV and Salesforce.com access, use, process and transmit Customer Data, and certain BASICGOV modules or additional functionalities (including data integration with Customer's systems) may result in Customer Data being transmitted from the Apex Platform to other computer systems. Customer authorizes and consents to such use of Customer Data by BASICGOV and Salesforce.com, and hereby grants to BASICGOV and Salesforce.com a non-exclusive, royalty free, world-wide right and license during the Term to access, copy, process and otherwise use Customer Data as may be required to provide the Services and perform BASICGOV's obligations under this Agreement.

3.4. **Disclaimer:** USE OF CUSTOMER DATA IS AT CUSTOMER'S OWN RISK. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS AND LIABILITIES ASSOCIATED WITH, ALL CUSTOMER DATA. BASICGOV DOES NOT HAVE ANY CONTROL OVER CUSTOMER DATA, AND IS NOT RESPONSIBLE OR LIABLE FOR SALESFORCE.COM'S STORAGE OF CUSTOMER DATA OR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OF OR FAILURE TO STORE ANY CUSTOMER DATA. BASICGOV MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, REGARDING CUSTOMER DATA, AND DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR CUSTOMER DATA TO THE FULLEST EXTENT PERMITTED BY LAW.

### 4. AUTHORIZED USERS

4.1. **Users:** Customer will access and use the Services only through Customer's authorized representatives (each a "User") with a valid and subsisting account (each an "Account") and username and password issued by or on behalf of BASICGOV (collectively, "Codes"). Customer will appoint and authorize one or more Users (each an "Administrator") to appoint other Users and administer Customer's use of the Services. Customer will not authorize more Users than the number of Users specified in valid and subsisting Orders. A User whose employment has been terminated by Customer or who will otherwise no longer use the Service may be replaced with a new User. Customer is fully responsible and liable for, and bears all risks relating to, all use of the Services by Users and all acts or omissions by Users, and will ensure that all Users comply with the terms of this Agreement and the SFDC Agreements.

4.2. **Registration/Changes:** BASICGOV may refuse to register any individual as a User, and may, acting reasonably, restrict, suspend or terminate (in whole or in part) the permission granted to any User to access and use the Services. A User's permission to access or use the Services will automatically be terminated if Salesforce.com suspends or terminates the User's permission to access or use the Apex Platform.

Initials



4.3. **Accounts/Codes:** Accounts and Codes are specific to the User for whom they are issued, and may not be shared with any other person. Customer will ensure that all Users keep their Codes secure and confidential at all times and not permit any other person to use their Account or Codes, and immediately notify BASICGOV if they know or suspect that any Account or Code has become known to or used by any unauthorized person. Customer is fully responsible and liable for the security of all Codes and all use and misuse of Codes and Accounts. If BASICGOV, in its discretion, considers a Code to be insecure or to have been used inappropriately, then BASICGOV may immediately cancel the Code without any notice to Customer, the affected User, or any other person.

4.4. **Disclaimer:** CODES MAY NOT PREVENT UNAUTHORIZED ACCESS TO CUSTOMER DATA OR OTHER INFORMATION. CUSTOMER OR USERS MAY USE IN CONNECTION WITH THE SERVICES. BASICGOV IS UNDER NO OBLIGATION TO VERIFY THE ACTUAL IDENTITY OR AUTHORITY OF THE USER OF ANY CODES, ACCOUNTS OR THE SERVICES, AND IS NOT RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS TO THE SERVICES OR ANY UNAUTHORIZED OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

## 5. FEES

5.1. **Fees - General:** Customer will pay to BASICGOV the applicable fees (the "Fees") for the Services as specified in Orders or as otherwise set forth in this Agreement. If the Fees are not specified in an Order or this Agreement, they will be based upon the rates in the current schedule of fees available on BASICGOV's websites (the "Fee Schedule"), which may be changed by BASICGOV in its discretion from time to time. User-based Fees will be based upon the total number of Users specified in applicable Orders, whether or not the corresponding Accounts are actively used during the billing period. Unless otherwise expressly set forth in an Order, Users added during a billing period will be subject to payment of Fees for the entire billing period. All pricing terms are confidential to BASICGOV, and Customer will not disclose that information to any other person.

5.2. **Fees - Data Storage:** The Services include an amount of data storage calculated on a per User basis, as specified in the applicable Order. If the amount of data storage used by Customer during a billing period exceeds those limits, Customer will be charged additional Fees based upon the then current Fee Schedule.

5.3. **Taxes:** Fees are exclusive of all applicable federal, state, provincial, county, municipal and other sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments, of any nature whatsoever now or hereafter imposed (collectively, "Taxes"). Customer is solely responsible and liable for, and will pay to BASICGOV, all Taxes (other than corporate income taxes payable by BASICGOV) associated with, based on or due as a result of the Fees, and all related interest, penalties and expenses.

5.4. **Payments:** For each Order, BASICGOV will prepare and deliver an invoice to Customer setting out the applicable Fees and Taxes payable to BASICGOV. Each invoice will be due and payable in accordance with the payment terms and method set forth in the Order or otherwise agreed to in writing by the Parties. BASICGOV may deliver invoices to Customer by email. BASICGOV may require advance payment of an invoice before providing related Services. Payment obligations are not cancellable, and advance payments are non-refundable, under any circumstances.

## 6. APEX PLATFORM

6.1. **Access to Platform:** Customer's access to and use of the Services will depend upon the access to and use of the Apex Platform, which is operated and controlled solely by Salesforce.com, and is subject to the Salesforce.com End User Subscription Agreement.

6.2. **Disclaimer:** BASICGOV HAS NO CONTROL OVER SALESFORCE.COM OR THE APEX PLATFORM, AND IS NOT RESPONSIBLE OR LIABLE FOR THE APEX PLATFORM OR ANY RELATED MATTERS OR ANY ACT OR OMISSION BY SALESFORCE.COM OR ANY OF ITS PERSONNEL OR REPRESENTATIVES.

## 7. RESTRICTIONS RE SERVICES

7.1. **Restrictions:** Customer will use the Services only as expressly authorized by this Agreement and only for Customer's own internal business purposes, and not for any other purpose whatsoever. Without limiting the generality of the foregoing, Customer will not directly or indirectly: (a) use, disclose, or provide or permit access to or use of, the Services except as expressly authorized by this Agreement; (b) copy the online training and technical support materials except as necessary for their use as expressly set forth in this Agreement; (c) assign, authorize,

license, sublicense, grant, sell, resell, share, lend, lease, loan, transfer, publish, transmit, publicly display or perform, distribute, rent, create any interest in, or otherwise give or make available or permit the use of or commercially exploit the Services or their functionality or performance, by or for the benefit of any other person, with or without charge; (d) modify or create derivative works from or based on the Services; (e) create links to or frame or mirror the Services; (f) alter, attempt to circumvent, destroy, obscure, or remove any notices, proprietary marks or codes, means of identification, or digital rights management tools or information, security or control measures (including license keys), or agreements (including end user agreements) on, in or in relation to the Services; (g) reverse engineer or access the Services or the Apex Platform in order to: (i) create a competitive product or service, or a product or service using similar ideas, features, functions or graphics; or (ii) copy any ideas, features, functions or graphics of the Service; or (h) permit, assist or encourage any other person to do any of the foregoing.

7.2. **Prohibited Users/Uses:** Customer may not access or use the Services or the Apex Platform if Customer is a direct competitor of Salesforce.com or BASICGOV, or for the purpose of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer will not, and will ensure that its Users do not, use the Services: (a) for any unlawful or immoral purpose; (b) to send spam or otherwise duplicative or unsolicited messages prohibited by applicable law; (c) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (d) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) to interfere with or disrupt the integrity or performance of the Services or the Apex Platform or the data contained therein; or (f) to attempt to gain unauthorized access to the Services or the Apex Platform or related systems or networks. Customer will not, and will ensure that its Users do not, develop applications for internal use with the Apex Platform or the Services without the expressly prior written consent of BASICGOV and Salesforce.com. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services or the Apex Platform, and will promptly notify BASICGOV of any unauthorized access to or use of the Services or the Apex Platform.

7.3. **Changes:** Customer acknowledges and agrees that BASICGOV may in its discretion change the Services from time to time without any notice or liability to Customer or any other person.

## 8. PROPRIETARY RIGHTS

8.1. **General:** BASICGOV and its licensors will at all times own and retain all right, title and interest (including all intellectual property rights) in, to and associated with the Services and all related content, software and technologies. Salesforce.com will at all times own and retain all right, title and interest (including all intellectual property rights) in, to and associated with the Apex Platform and all related content, software and technologies. Customer will not acquire any right, title or interest in, to or associated with the Services or the Apex Platform or any related software or technologies, except for the limited license set forth in paragraph 2.2.

8.2. **BASICGOV Marks:** BasicGov™, and related logos and marks are the trademarks of BasicGov. Customer will not acquire any license to use, or any right, title or interest in, to or associated with, any of those trademarks.

8.3. **Disclosure of Customer Information to Salesforce.com:** BASICGOV will disclose information regarding Customer and Orders (including contact information regarding Customer's representatives) to Salesforce.com. BASICGOV has no control over, or any responsibility or liability for, Salesforce.com's collection, use, or disclosure of that information.

8.4. **Reservation:** All rights not expressly granted under this Agreement are reserved to the Parties.

Initials: 

## 9. REPRESENTATIONS / DISCLAIMERS / LIABILITY LIMITATIONS

**9.1. Representations/Warranties of Customer:** Customer represents and warrants to BASICGOV that now and at all times during the Term: (a) Customer has the right, power, capacity and authority to enter into and perform its obligations under this Agreement and to grant the licenses, authorizations and permissions set forth in this Agreement (including regarding access to and use of Customer Data); (b) all information provided by Customer to BASICGOV in an Order or otherwise is true, accurate, current and complete; and (c) Customer's use of the Services complies with all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data, and does not and will not violate or infringe the rights of any person.

**9.2. Representations/Warranties of BASICGOV:** BASICGOV represents and warrants to Customer that BASICGOV has the corporate power, capacity and authority to enter into this Agreement.

**9.3. No OTHER REPRESENTATIONS/WARRANTIES:** THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 9.2 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES FROM BASICGOV. THE SERVICES ARE PROVIDED "AS IS AND WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; ERRORS; FITNESS FOR A PARTICULAR PURPOSE; LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, OR INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; QUALITY; RESULTS; SUITABILITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY DISCLAIMED BY BASICGOV TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BASICGOV DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT: (A) THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR WILL COMPLY WITH APPLICABLE LAWS OR BE FREE FROM ERRORS OR UNINTERRUPTED SERVICE; (B) ERRORS OR DEFECTS WILL BE CORRECTED, OR (C) THE SERVICES AND RELATED SOFTWARE AND SYSTEMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**9.4. General Disclaimer:** USE OF THE SERVICES AND THE APEX PLATFORM IS AT CUSTOMER'S OWN RISK. THE SERVICES AND THE APEX PLATFORM MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND BASICGOV'S CONTROL, AND MAY NOT BE CONTINUOUS OR UNINTERRUPTED OR SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. CUSTOMER IS SOLELY RESPONSIBLE FOR CUSTOMER'S AND USERS' USE OF THE SERVICES AND THE APEX PLATFORM. CUSTOMER HEREBY ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND BASICGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

**9.5. Sole Remedy:** IF CUSTOMER IS NOT SATISFIED WITH THE SERVICES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SERVICES.

**9.6. EXCLUSION/LIMITATION OF LIABILITY:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) **EXCLUSIONS:** IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL BASICGOV BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE), ARISING FROM, CONNECTED WITH, OR RELATING TO THE SERVICES, THE APEX PLATFORM, THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE (INCLUDING BY REASON OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN ANTICIPATION OF THE CONTINUANCE OR PERFORMANCE OF THIS AGREEMENT), OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY);

(b) **LIMITATIONS:** IF, NOTWITHSTANDING PARAGRAPH 9.6(A), BASICGOV IS FOUND LIABLE FOR DAMAGES TO CUSTOMER, THEN IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL BASICGOV'S TOTAL AGGREGATE LIABILITY TO CUSTOMER AND ANY OTHER PERSON ARISING FROM, CONNECTED WITH, OR RELATING TO THE SERVICES, THE APEX PLATFORM, THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR OTHERWISE, UNDER THIS

AGREEMENT OR ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), EXCEED THE LESSER OF: (I) THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (II) \$10,000; AND

(c) **GENERAL/DEFINITION:** THIS PARAGRAPH 9.6 APPLIES REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY BASICGOV OR SALESFORCE.COM, AND EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LOSS OR DAMAGE BEING INCURRED; AND IN THIS PARAGRAPH 9.6, REFERENCES TO "BASICGOV" AND "SALESFORCE.COM" INCLUDES THEIR RESPECTIVE PAST, PRESENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, LICENSORS, LICENSEES, AND EACH OF THEM, JOINTLY AND SEVERALLY.

**9.7. FAIR ALLOCATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT PRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, WHICH IS REFLECTED IN THE FEES TO BE PAID BY CUSTOMER.

## 10. INDEMNITY

**10.1. Indemnity:** Customer will defend, indemnify, and save and hold harmless BASICGOV and its personnel and representatives from and against all Claims and Proceedings directly or indirectly arising from, connected with, or relating to Customer's use of the Services and the Apex Platform, or any actual or alleged negligence, misconduct or breach of this Agreement or the SFDC Agreements by Customer or any other person for whom Customer is under this Agreement or in law responsible. BASICGOV will have sole control over the defence of and settlement negotiations with third parties relating to all third party Claims and third party Proceedings. Customer will assist and co-operate as fully as reasonably required by BASICGOV in the defence of all third party Claims and third party Proceedings. In this Agreement: (a) "Claims" means claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, losses, legal fees, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal; and (b) "Proceedings" means actions, suits, proceedings and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal.

## 11. TERMINATION AND SUSPENSION

**11.1. Termination:** BASICGOV may in its discretion terminate this Agreement for cause effective immediately upon delivery of notice of termination to Customer if Customer breaches this Agreement or the SFDC Agreements (including any non-payment or any unauthorized use of the Services), or if BASICGOV's participation in the Apex Platform Program expires or is terminated. This Agreement will automatically and immediately terminate if Customer's access to and use of the Apex Platform is prohibited by Salesforce.com. If this Agreement is terminated, Customer will promptly pay all outstanding fees and charges. Each Order will automatically and immediately terminate upon the expiration or termination of this Agreement.

**11.2. Suspension of Services by BASICGOV:** Notwithstanding any other provision of this Agreement, if Customer fails to make a required payment under this Agreement, BASICGOV may immediately suspend the provision of all or any portion of the Services without any notice to Customer or any other person. No such suspension will be a breach of this Agreement by BASICGOV, entitle Customer to a refund or suspension of fees, or give rise to any liability by BASICGOV to Customer or any other person.

**11.3. Survival:** Notwithstanding any other provision of this Agreement, Sections 5, 8, 9, 10, and 12 and paragraphs 6.2, 3.1, 3.2, 3.3, 3.4, 4.4, 7.1 and 11.3 of this Agreement, and all other provisions necessary to their interpretation or enforcement, will survive indefinitely after the termination of this Agreement and will remain in full force and effect and be binding upon the Parties as applicable.

## 12. GENERAL

**12.1. Notices:** BASICGOV may deliver Orders, Invoices and other notices to Customer by email, facsimile, or delivery to the addresses on record in BASICGOV's Customer file. Customer will give all notices to BASICGOV under this Agreement in writing delivered by courier or by facsimile transmission to BASICGOV's current address for delivery specified on BASICGOV's websites.

Initials: 

12.2. **Publicity.** BASICGOV may reference Customer in BASICGOV's advertising and promotional activities and materials (including BASICGOV websites) and may list Customer in any listing or directory of BASICGOV customers. Upon request by BASICGOV, Customer will provide BASICGOV with Customer's trademark or logos for use in such promotional materials, lists and directories.

12.3. **Relationship of Parties:** The Parties are non-exclusive independent contractors, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties.

12.4. **Force Majeure:** Notwithstanding any other provision of this Agreement, BASICGOV will not be liable to Customer or any other person for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to any cause or causes that are beyond BASICGOV's reasonable control. Any delay or failure of this kind will not be deemed to be a breach of this Agreement by BASICGOV, and the time for BASICGOV's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

12.5. **Miscellaneous:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose. No consent or waiver by a Party to or of any breach by the other Party in its performance of its obligations under this Agreement will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of that Party; or (b) effective unless in writing and signed by both Parties. Except as expressly set forth in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the Parties may be lawfully entitled under this Agreement or at law or equity, and the Parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. In this Agreement: (a) a reference to "this Agreement" and other similar terms refers to this Subscription Agreement and all Orders, each of which is incorporated herein by reference, as a whole and not just to the particular provision in which those words appear; (b) headings in this Agreement are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (c) words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies and corporations; (d) words importing the singular number only include the plural and vice versa; (e) words importing either gender include both genders; (f) "including" means including without limitation; (g) references to a day, month, or year, mean a calendar day, month, or year, unless expressly indicated otherwise; and (h) references to

currency are to the currency of the United States of America, unless expressly indicated otherwise.

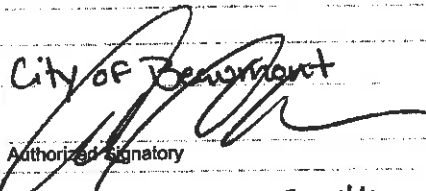
12.6. **Enurement and Assignment:** The provisions of this Agreement will ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Customer may not assign this Agreement without BASICGOV's prior written consent, which consent may be withheld in BASICGOV's discretion. BASICGOV may assign or license all or any portion of its rights and interests under the Agreement as it sees fit in its discretion. Users are not parties to or beneficiaries of this Agreement.

12.7. **Governing Law:** This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia, Canada and applicable federal laws of Canada, excluding the United Nations Convention On Contracts For The International Sale Of Goods and any rules of private international law or the conflict of laws that would lead to the application of any other laws.

12.8. **Dispute Resolution:** All disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement, the Services, or any related matters or any legal relationship associated therewith or derived therefrom (collectively "Disputes") will be referred to and finally resolved by binding arbitration under the International Commercial Arbitration Rules of the British Columbia International Commercial Arbitration Centre (the "BCICAC") by one arbitrator appointed in accordance with those rules. The arbitration will be private and confidential and will be administered by the BCICAC in accordance with its rules. If the BCICAC is not operative, the arbitration will proceed ad hoc and be governed by the *Commercial Arbitration Act (British Columbia)*. The place of arbitration will be the City of Vancouver, British Columbia and the language to be used in the arbitration will be the English language. Any awards rendered in any such arbitration are final and binding and judgment thereon may be entered in any court having jurisdiction for its enforcement. Notwithstanding the foregoing, the Parties may seek appropriate remedies from the Supreme Court of British Columbia sitting in Vancouver, British Columbia regarding all Disputes prior to or during the arbitration of Disputes, and the Parties hereby irrevocably submit and attorn to the sole and exclusive jurisdiction of that court in respect of all such matters.

12.9. **Complete Agreement:** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between them with respect to the subject matter of this Agreement. Customer's issuance, and BASICGOV's acceptance of, a purchase order or other similar document are for administrative convenience only and any terms and conditions contained in a purchase order or other document will be no force or effect and will not in any way amend or supplement this Agreement. This Agreement may be modified only by a written instrument signed by the Parties or their successors or permitted assigns.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have duly executed this Agreement.

|                               |   |
|-------------------------------|---|
| <b>Customer:</b>              |   |
| Name of Customer              | City of Beaumont  |
| By                            |  |
| Authorized Signatory          | Date 11/10/10   |
| Customer's Address            | Mailing Address: 550 E. 6 <sup>th</sup> Street, Beaumont, CA 92223                  |
| Fax                           | 951-769-8526  |
| email                         | akapanicas@ci.beaumont.ca.us  |
| <b>BasicGov Systems, Inc.</b> |   |
| By                            |   |
| Authorized Signatory          | Date  |

Initials: 

**Exhibit "A"**  
**Salesforce.com End User Subscription Agreement**

This is an Agreement between Salesforce.com and the Customer, and governs the Customer's access to and use of the Apex Platform and related services provided by Salesforce.com. This Agreement exempts Salesforce.com and other persons from liability or limits their liability, and contains other important provisions that Customer should read. By signing the BasicGov™ Subscription Agreement, Customer acknowledges and signifies that it has read, understood, and agreed to this Agreement. If Customer does not accept and agree to this Agreement, Customer may not access or use the Apex Platform.

**1. Definitions.**

In this Agreement:

- (a) **"AppExchange"** means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.
- (b) **"Reseller"** means BasicGov Systems Inc.
- (c) **"Service"** means the online, Web-based application provided by SFDC via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.
- (d) **"Users"** means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).
- (e) **"You"** and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these End User Subscription Terms.
- (f) **"Your Data"** means all electronic data or information submitted by You to the Service.

**2. Use of Service.**

- (a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).
- (b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Service.
- (c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these End User Subscription Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.
- (d) You shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

**3. Services Provided.** The Service will be made available to You pursuant to the terms and conditions set forth in this End User Subscription Agreement. Salesforce.com shall: (i) not use, modify, or disclose to anyone other than Users, Your Data; (ii) maintain the security and integrity of the Service and Your Data; (iii) provide basic support to Your Users, only to the extent such cases are escalated to SFDC by Reseller in Reseller's discretion; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Salesforce.com shall give at least 8 hours notice via the Service and which Salesforce.com shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. U.S. Pacific Time Friday to 3:00 a.m. U.S. Pacific Time Monday); or (b) any unavailability caused by circumstances beyond Salesforce.com's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Salesforce.com employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Salesforce.com's possession or reasonable control, and denial of service attacks.

**4. Third-Party Providers.** Certain third-party providers, some of which may be listed on pages within Salesforce.com's website and including providers of AppExchange applications, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Salesforce.com does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Salesforce.com as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, and any purchase by You of any product or service offered by such third-party provider, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Salesforce.com or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of these End User Subscription Terms. No purchase of such third-party products or services is required to use the Service.

**5. Proprietary Rights.** Subject to the limited rights expressly granted hereunder, Salesforce.com reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these End User

Initials 

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Subscription Terms. The Service is deemed Salesforce.com confidential information, and You will not use it or disclose it to any third party except as permitted in these End User Subscription Terms.

6. **Your Data.** As between Salesforce.com and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information, and Salesforce.com shall not access Your User accounts, including Your Data, except to respond to service or technical problems or at Your request. Upon request by You made within 30 days after the effective date of termination of all of your Salesforce.com User subscriptions, SFDC will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, SFDC shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in its systems or otherwise in its possession or under its control.

7. **Compelled Disclosure.** If either You or Salesforce.com is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

8. **Suggestions.** You agree that Salesforce.com shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Service.

9. **Fees.** Contracted for fees for use of the Service represent a firm commitment: i.e., an order cannot be canceled during the term of the subscriptions, and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term.

10. **Termination.** You may not cancel or terminate an executed subscription order. User subscriptions will automatically renew unless (a) either party gives the other party, or salesforce.com gives You, notice of termination at least 30 days prior to the end of the relevant subscription term, or (b) your Reseller's right to resell the Service has been terminated or expired, in which case any existing subscriptions will continue in effect until the end of their then-existing term and salesforce.com will contact You to discuss renewal directly with salesforce.com. Any automatic renewal will be at the list price in effect at the time of renewal unless otherwise prior agreed in writing by Your Reseller, or salesforce.com, as applicable. Your use of the Service may be immediately terminated and/or suspended upon notice due to a breach of the terms of this End User Subscription Agreement by You or any User, including but not limited to failure to pay any fees due.

11. **Data Storage.** You are entitled to a cumulative amount of 20 MB of storage per User subscription for no additional charge. You may purchase additional storage if necessary, and you may contact Reseller for then-current rates.

12. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. **No Liability.** IN NO EVENT SHALL SALESFORCE.COM HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Further Contact.** Salesforce.com may contact you regarding new Salesforce.com service features and offerings.

15. **Google AdWords Program.** Service features that interoperate with the Google AdWords program depend on the continuing availability of the Google AdWords application programming interface ("API") and program for use with the Service. If Google Inc. ceases to make the Google AdWords API or program available on reasonable terms for the Service, Salesforce.com may cease providing such Service features without entitling You to any refund, credit, or other compensation.

Initials: 

000145





## Change Order Form – Additional Users Beaumont

This Change Order is governed by the BasicGov™ Subscription Agreement signed by the Customer identified below and BasicGov Systems, Inc.

The Change Order is in addition to the original Customer Order Form. All other terms and conditions and pricing in the original Customer Order Form remain in effect.

This order form does not have an expiry date..

### Additional User Subscriptions:

This section shows the number of users that will be added for subscriptions for the BasicGov software.

| Number of Licenses/Units | License Type                       | Modules Accessible      |           |                  |          | Annual Cost    |
|--------------------------|------------------------------------|-------------------------|-----------|------------------|----------|----------------|
|                          |                                    | Permits and Inspections | Licensing | Code Enforcement | Planning | Total (in USD) |
| 5                        | Unlimited Use (\$1500.00 per year) | Yes                     | Yes       | Yes              | Yes      | \$7500.00      |
| Total                    |                                    |                         |           |                  |          | \$7500.00      |

### List of Additional Users:

To be given at a later date

### Contract Term:

This is order form will coincide with the existing contract anniversary date of September 30<sup>th</sup>. An invoice amount will be determined based on the initiation date of the licenses to September 30<sup>th</sup> 2011 plus training.

On the Beaumont anniversary date (Sept 30), the annual fees listed on this order form will be added to the existing contract terms.

**Signatures:** I authorize BasicGov Systems, Inc. to remove user subscriptions as per the above information.

|                           |  |        |  |
|---------------------------|--|--------|--|
| <b>Customer Signature</b> |  |        |  |
| Signature                 | <i>Bill Ayward</i>                       |        | Title <i>Asst City Mgr</i> Date <i>7-27-11</i> |
| Name:                     | <i>BILL AYWARD</i>                       | Email: | <i>BAAYWARD@CLBEAUMONT.CA.US</i>               |
| Mailing Address:          | <i>550 E. SIXTH ST BEAUMONT CA 92223</i> |        |  |
| Phone:                    | <i>(951) 869-8520</i>                    | Fax:   |  |



## Change Order Form – Additional Users Beaumont

This Change Order is governed by the BasicGov™ Subscription Agreement signed by the Customer identified below and BasicGov Systems, Inc.

The Change Order is in addition to the original Customer Order Form. All other terms and conditions and pricing in the original Customer Order Form remain in effect. This order form does not have an expiry date..

### Additional User Subscriptions:

This section shows the number of users that will be added for subscriptions for the BasicGov software.

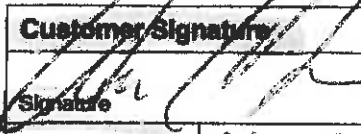
| Number of Licenses/Units | License Type                       | Modules Accessible      |           |                  |          | Annual Cost    |
|--------------------------|------------------------------------|-------------------------|-----------|------------------|----------|----------------|
|                          |                                    | Permits and Inspections | Licensing | Code Enforcement | Planning | Total (in USD) |
| 2                        | Unlimited Use (\$1500.00 per year) | Yes                     | Yes       | Yes              | Yes      | \$30000.00     |
| Total                    |                                    |                         |           |                  |          | \$3000.00      |

List of Additional Users: To be given at a later date

### Contract Term:

This order form will coincide with the existing contract anniversary date of September 30<sup>th</sup>. An invoice amount will be determined based on the initiation date of the licenses to September 30<sup>th</sup> 2011. On the Beaumont anniversary date (Sept 30), the annual fees listed on this order form will be added to the existing contract terms.

**Signatures:** I authorize BasicGov Systems, Inc. to add user subscriptions as per the above information.

|   |                                    |                     |                              |
|---|------------------------------------|---------------------|------------------------------|
| <b>Customer Signature</b>   |                                    |                     |                              |
|  | <b>Signature</b>                   | <b>City Manager</b> | <b>8/5/2011</b>              |
| <b>Name:</b>  | Alan C. Kaparicas                  | <b>Email:</b>       | akaparicas@ci.beaumont.ca.us |
| <b>Mailing Address:</b>   | 550 E. 10th St, Beaumont, CA 92223 |                     |                              |
| <b>Phone:</b>   | 951-769-8520                       | <b>Fax:</b>         | 951-769-8526                 |

|   |              |             |
|---|--------------|-------------|
| <b>BasicGov Systems, Inc. Signature</b> |              |             |
| <b>Signature</b>                        | <b>Title</b> | <b>Date</b> |
| <b>Name:</b>                            |              |             |

BasicGov Systems, Inc.  
1100 - 555 West Hastings Street, PO Box 12026  
Vancouver, BC, V6B 4N4, Canada  
Toll free 1.877.256.8385 | Fax 1.866.228.8917  
Email [info@basicgov.com](mailto:info@basicgov.com)

BasicGov Additional User Form  
Page: 1  
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