

The IndyGov.Biz Web portal (www.biz.indygov.org), which is a service of City of Indianapolis and Marion County (“City/County”) government, provides online access to a number of databases and services offered by Local Government Online Indiana, LLC (LoGO Indiana) on behalf of the City/County. The Customer and LoGO wish to contract for the provision of IndyGov.Biz services to Customer as per the Terms and Conditions below.

01. AGREEMENT

This agreement sets forth the terms and conditions under which LoGO will provide services to Customer.

02. LoGO WITHDRAWAL OF SERVICE

LoGO reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to Customer in connection with deletion of any such service.

03. ACKNOWLEDGEMENT

Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. LoGO shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer’s internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.

04. CONDITIONS OF USE

a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance

as designated from time to time by LoGO in its sole discretion.

b) ID / Account Numbers: LoGO will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations; LoGO shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.

c) Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through applicable services, databases, or other information provided through LoGO.

05. PAYMENT

a) Invoices for all services rendered will be prepared by LoGO and provided by LoGO either online or by mail. Rates shall be in accordance with the current IndyGov.Biz rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to published rates, Customer shall pay LoGO for all sales, use, and excise taxes incurred by LoGO in providing services to Customer.

c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney’s fees, as permitted by law.

06. LIMITATION OF LIABILITY

a) The remedies set forth in this Agreement are exclusive and in no event shall LoGO, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other

theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

b) Customer agrees that LoGO will not be liable for any claim or demand of any nature or kind whether asserted against LoGO or against Customer by any third party, arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

c) LoGO shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

d) No action or suit, regardless of form, other than an action for payments due LoGO, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) LoGO and the City/County, local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on LoGO shall at no time be liable for any errors in, or omissions from, information available on LoGO.

07. WARRANTY

a) LoGO makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While LoGO and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, any and all information, databases, programs, or

other products to which access is provided by or through LoGO.

08. RATE CHANGES

a) Published rates for IndyGov.Biz services are established by the City/County governing authority ("Enhanced Access Review Committee of the Information Technology Board") in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

09. LIMITATIONS

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's ID/account numbers, use data received from or through IndyGov.Biz and/or LoGO in any way except in full and complete compliance with all applicable laws.

10. TRADENAME/TRADEMARK

Customer agrees that it will not use the trademark "LoGO", or the names or means of identifying any of LoGO's services including, but not limited to, "IndyGov.Biz" in any fashion unless specifically authorized to do so in writing by LoGO. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by LoGO.

11. GENERAL CONDITIONS

a) Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by LoGO shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of LoGO's right to performance of any such term or terms in the future.

b) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

c) Governing Law: This Agreement shall be governed by and construed according to the laws of the state of Indiana as such laws are applied to

contracts made and to be performed entirely in Indiana, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Indiana and in no other jurisdiction.

d) Assignment: This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. LoGO may assign this Agreement and/or the payments due to LoGO without notice to or requirement for Customer's permission or approval.

e) Direct Debit (ACH) Option shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.

f) Visa/MasterCard/Discover/American Express Option shall mean that the billed amount is automatically charged monthly to the Customer's charge card.

g) Monthly Invoice/Check Option shall mean that LoGO bills Customer monthly; \$15 minimum monthly fee applies only if Customer has used less than \$15 in combined services in that month.

h) Automatic Subscription Renewal shall mean that Customer shall be billed (or credit card charged) for each year's account fee on the anniversary date of monthly account agreement. No refunds of account fees shall be given. The agreement may be cancelled by Customer with at least 30 days notice in writing to LoGO in advance of the agreement's anniversary date.

i) Identical Duplicate Transactions that occur consecutively within a 15 minute period will not be charged.

12. IndyGov.Biz MANAGEMENT

IndyGov.Biz is managed by Local Government Indiana Online Indiana LLC., a wholly-owned subsidiary of NIC, Inc.

END OF TERMS AND CONDITIONS