

Attachment 3

CivicPlus Phase B Option 07.01.2021


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-17425-1

Date:

6/10/2021 8:54 AM

Expires On:

6/30/2021

Product:

CivicEngage

Client:

Santa Barbara County CA - CivicEngage

Bill To:

Santa Barbara County CA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
William Spicer	x	spicer@civicplus.com		Net 30

CivicEngage - Statement of Work

Phase B – Agreed upon Implementation

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
25.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	Platinum Hosting & Security - CivicEngage	Platinum Hosting & Security per domain (must be purchased for each)	Renewable
1.00	Additional Storage 100 GB - CivicEngage	Additional Storage 100 GB - CivicEngage	Renewable
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable
1.00	Sub-Site - CivicEngage Evolve	Sub-Site Annual Fee	Renewable
1.00	Hosting & Security Annual - CivicEngage Evolve	Hosting & Security Annual - CivicEngage Evolve	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
26.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	One-time
26.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	Renewable
1.00	AudioEye Managed	AudioEye Managed	Renewable
1.00	Design Center Pro Bundle - CivicEngage Evolve	Includes Annual Subscription, Implementation, and 1 Block of Training (Up to 2 individuals - 4 Hours)	

1.00	Design Center Pro Annual - CivicEngage Evolve	Design Center Pro Annual - CivicEngage Evolve	Renewable
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QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Design Center Pro Implementation - CivicEngage Evolve	Design Center Pro Implementation - CivicEngage Evolve	One-time
4.00	Design Center Pro Training (4h, virtual) - CivicEngage	Up to 1/2 day virtual instruction with live instructor. (Pricing per two (2) seats)	One-time
1.00	On-Site User Testing - CivicEngage	Includes two (2) rounds of on-site testing.	
2.00	User Testing - CivicEngage	User Testing - 2 Rounds	One-time
3.00	Travel Days - CivicEngage	On-Site Days - CivicEngage	One-time
120.00	Custom System Development Recurring - CivicEngage	Custom System Development Annual Fee - CivicEngage	Renewable
30.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Half Day Block	One-time
40.00	Virtual Content Consulting - CivicEngage	Content Consulting 1/2 day block - CivicEngage	One-time
40.00	Travel Days - CivicEngage	On-Site Days - CivicEngage	One-time
400.00	Content Development - 1 Page - CivicEngage	400 Meetings - CivicEngage	One-time
1.00	Custom Annual Fee - CivicEngage Evolve	Custom Annual Fee - CivicEngage Evolve	Renewable
1.00	Custom Implementation - CivicEngage Evolve	Custom Implementation for CivicEngage Evolve	One-time
25.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	
25.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee	Renewable
25.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation	One-time
1,700.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable

1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time
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QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Integration Hub : Bucket of 10 Third Party Integration	Bucket of 10 third party integration for Integration Hub.	Renewable
1.00	CivicEngage Integration Hub : Bucket of 5 Webhooks	Bucket of 5 webhook integrations for Integration Hub.	Renewable
10.00	Recurring Virtual Training (Half Day Block) - CivicEngage	Recurring Virtual Training (Half Day Block) Annual Fee - CivicEngage	Renewable

List Price - Phase B Total	USD 578,905.00
Total Investment - Phase B (Year 1)	USD 368,055.96
Annual Recurring Services - Year 2	USD 209,445.60

Total Days of Quote:365

1. This Statement of Work ("SOW") shall attach to and be subject to the terms and conditions of the Agreement for Services of Independent Contractor, signed on April 20, 2021 (the "Agreement") by and between CivicPlus, LLC "CivicPlus") and County of Santa Barbara ("Client") and the CivicPlus Master Services Agreement incorporated as Addendum 1("MSA") to the Agreement, as the CivicEngage Phase B Statement of Work. By signing this SOW, Client expressly agrees that this SOW signals its exercising its Option, as defined in the Agreement, to implement the services set forth in this SOW.
2. This SOW shall remain in effect for an initial term starting on July 1, 2021 and continuing to June 30, 2022 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, this SOW will automatically renew for an additional 1-year renewal term starting on July 1 of the respective calendar year("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Phase B (Year 1) will be invoiced as set forth in Exhibit B -Payment Arrangements.
4. After the First Renewal Term, and subject to the parties' mutual consent as set forth in section 4 of the Agreement, Annual Recurring Services shall be invoiced on the start date of each Renewal Term, July 1 of the relevant calendar year. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in first Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. **If** a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and

department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
8. CivicPlus is not responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate the Engage Evolve services with.
9. Client's use of CivicOptimize Productivity Services is subject to the Acceptable Use Policy set forth at <https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy>.
10. If Client uses CivicOptimize Productivity, Client understands and agrees that the Client is solely responsible for the content and type of data stored for its end users and/or constituents. CivicPlus implements industry standard data protection for stored data; however, the Services contracted for herein (the "Services") are not intended to store personally identifiable information ("PII"), personal health information ("PHI"), payment card industry information ("PCI") or any other financial data. CivicPlus strongly discourages Client from soliciting and storing PII and PHI within the Services and prohibits Client from soliciting and storing any PCI or any other financial data within the system. CivicPlus cannot monitor and control Client's actions; therefore, in the event Client solicits and stores any PII, PHI, PCI or other financial data, it is at Client's sole discretion and risk. Client as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
11. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CIVICPLUS MAKES NO REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE CLIENT WITH RESPECT TO ANY TECHNOLOGY OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

Signature Page to Follow.

Acceptance

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

DocuSigned by:
By: *Andre Monostori*
Name: C15BA3D8E632423... Andre Monostori

Title: Interim Assistant Director - ICT

Date: 7/1/2021 | 8:53:41 PM PDT

CivicPlus

DocuSigned by:
By: *Amy Vikander*
Name: 4AEC254EEF49472... Amy Vikander

Title: VP of Client Services

Date: 7/1/2021 | 10:21:14 AM PDT

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Platinum Hosting, Support and Service Level Agreement

Hosting Details

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated CivicEngage Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 45 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 4 hours • Guaranteed recovery POINT objective (RPO) of 4 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement • DDOS Advanced Security Coverage • Continuous DDoS mitigation coverage • Content Distribution Network support • Proxy server support • Live User Detection service

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' CivicEngage and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Process

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding CivicEngage or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services	
Support	
<ul style="list-style-type: none"> • 7 a.m. – 7 p.m. (CST) Monday – Friday • (excluding holidays) • 24/7 Emergency Support • Dedicated Support Personnel • Usability Improvements • Integration of System Enhancements • Proactive Support for Updates & Fixes • Online Training Manuals • Monthly Newsletters • Routine Follow-up Check-ins • CivicPlus Connection 	<ul style="list-style-type: none"> • Install Service Patches for OS • System Enhancements • Fixes • Improvements • Integration • Testing • Development • Usage License

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the CivicEngage available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month (beginning with the first full month of service) in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Service Credit Percentage

1% of one month’s fee

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of CivicEngage, or any other CivicEngage performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the CivicEngage in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

4 Hours

Service Credit Percentage

10% of one month's fee



Statement of Work for **Santa Barbara County, CA**

**AUDIOEYE MANAGED
FOR CIVICENGAGE
STATEMENT OF WORK**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the CivicEngage Statement of Work (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Santa Barbara County, CA ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client

CivicPlus

DocuSigned by:
Andre Monostori
By: _____
C15BA3D8E692423...
(Signature)

DocuSigned by:
Amy Vikander
By: _____
4AEC254EEF49472...
(Signature)

Name: Andre Monostori

(Print)

Name: Amy Vikander

(Print)

Title: Interim Assistant Director - ICT

Title: VP of Client Services

Date: 7/1/2021 | 8:53:41 PM PDT

Date: 7/1/2021 | 10:21:14 AM PDT

1. TERM

The duration of this AudioEye Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

This AudioEye subscription purchased under the SOW applies only to the Authorized Domain(s) listed in the table, below.

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost as set forth in the SOW and Agreement. All renewal years Total Subscription Cost shall be invoiced on the date of Client's current CivicEngage billing schedule.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
countyofsb.org and all subdomains included in the project contracted for herein.

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ **Billing Address 1:** _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ **Billing Address 1:** _____
(if different from billing email address provided above)

City: _____ **State/Zip:** _____

Payment Method: _____

*All payments shall be made in accordance with the terms and conditions of the Agreement.
Invoices will be expressed in US Dollars (USD).*

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People's Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

The following table represents the proposed ideal timeline for the County of Santa Barbara, CA website design and development project, as scoped in the Phase SOW.

The dates provided assume: 1) the parties execute the SOW for Phase B prior to June 30, 2021, and 2) the County of Santa Barbara's cooperation and responsiveness.

As with all large- scale projects, unforeseeable events may occur and the dates herein are only projected dates based on the assumptions listed above and no interruption in timeline due to an unforeseeable event.

INITIATE	NOTES	START DATE	DUE DATE
Phase B Project Kickoff Meeting	Meeting	7/5/2021	7/9/2021
Project timeline Review and Approv	Form	7/12/2021	7/16/2021
ANALYZE	NOTES	START DATE	DUE DATE
Consulting Engagements	Consultant, Department Specific	7/19/2021	12/10/2021
DESIGN & CONFIGURE	NOTES	START DATE	DUE DATE
Content Meeting	Meeting	7/19/2021	7/23/2021
Design Concept Meeting	Meeting	8/9/2021	8/13/2021
System Configuration	Meeting	8/16/2021	8/20/2021
Content Preparation & Updates	Initial Content Due Date 8/20	7/19/2021	12/10/2021
OPTIMIZE	NOTES	START DATE	DUE DATE
Website Reveal Meeting	Design and Content Applied	10/18/2021	10/22/2021
EDUCATE	NOTES	START DATE	DUE DATE
System Training	Administered in Groups	11/1/2021	11/19/2021
System Reinforcement Training	Administered in Groups	11/29/2021	12/10/2021
LAUNCH	NOTES	START DATE	DUE DATE
Finalize Go-live Plan Meeting	Meeting	12/16/2021	12/16/2021
Go-live approval form completed	Form	12/16/2021	12/20/2021
Launch Assistance Consulting	Consultant	TBA	TBA
Website Launch	Online		ETA March of 2022

The website Launch consists of 4 items as detailed in the table above:

- 1) Finalize "Go-live Plan" meeting. (Review and approval of any outstanding items.)
- 2) The "Go-live" approval form being completed. (This details date and time for new site cutover)
- 3) Launch Assistance Consulting
- 4) Website Launch

After the three items preceding have been completed and an agreed-upon date and time has been set, Go-live will be pursued as agreed upon. Note, there could be up to 1 hour of website-service interruption as Go-live is initiated.