CIVICPLUS LICENSE AND SERVICE AGREEMENT FOR ELSMERE, DE

Organization:	Town of Elsmere			Web Address:	www.townofelsmere.com
Contact Name:	John Giles			E-mail Address:	JGiles@townofelsmere.com
Street Address:	11 Poplar Ave				
Address 2:					
City	Wilmington	State:	DE	Zip Code:	19805
Phone:	302-998-2215	Ext:		Fax:	302-998-9920
Billing Contact:					
Billing Address (if different)					
Billing Phone #:		Fax:		Information required on invoices, e.g. P.O. # or Job #:	
Tax ID #:			Sales Tax Exempt #:		
Payment Terms:	Monthly			Acct. Rep.	Ashley Clayton

Terms and Conditions:

The town of Elsmere, DE was selected as a winner in the RequestTracker Sweepstakes Contest on September 13, 2006. As a winner of this contest:

1. CivicPlus will waive the annual invoicing fees for two years from the commencement of services.

2. CivicPlus will waive the setup fees for this project (up to $2,000)

3. The client may contract with CivicPlus for services that exceed the original services provided in the contest.

4. The client may terminate the agreement at the end of the contract term by providing sixty (60) days prior notice.

5. Upon completion of the contract terms, monthly fees in the amount of $150 (sufficient to cover five administrative users) will be required for the CivicPlus service.

6. CivicPlus will support designated support contacts for the client. Support will include providing technical support and application support of the CivicPlus system. Following initial setup, additional page design, graphic design, word processing training, and custom programming may be contracted separately.

7. Upon completion of the project, the client is responsible for maintaining and updating their content. Additional page design, graphic design, word processing training, custom programming may be contracted separately as needed after the software setup is completed.

8. The client owns all of their content and images and may remove their content and images from the CivicPlus site at any time.

9. The website management system and applications are owned by CivicPlus and are not transferable.

10. CivicPlus may provide promotional and press releases concerning the website project. All material must be approved by the client before it is released.

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Project Summary	Annual Fee	One-Time Fee	
Establish Project Timeline and Overall Project Management		$	Included
System Design and Navigation Architecture		$	Included
Site development – Modules and Site Setup		$	1,500
RequestTracker for 5 administrative users	1,800	$	
Review and Test		$	Included
Training: 3 hours of phone training		$	Included
Go-live and project review		$	Included
Marketing		$	Included
Total	**$1,800**	**$**	**$1,500**
Adjustment for the RequestTracker Sweepstakes:	**2 years FREE**		**FREE**

Setup Notes: CivicPlus will develop a unique RequestTracker for the client. Upon approval of the design, the selected services will be established with on-going review by the client. Upon completion of training, the client will be responsible for updating and maintaining their site. CivicPlus will continue providing updates to the software and maintain the content and data.

Additional Training: Training that involves billable time beyond the contracted amount will be documented and invoiced at $125/hour.

Support: Page development and technical support provided free throughout the terms of the contract. Technical problems with the software are addressed throughout the contract period at no charge.

Additional Projects: Projects that involve billable time beyond the contracted amount will be documented. Written approval by the client is necessary before billable time is incurred.

Maintenance Upgrades: Maintenance upgrades to the CivicPlus service are provided at no extra charge. Additional modules may be purchased and activated at any time

Indemnification and Liability

Bountiful shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of Bountiful and installation of software contemplated by this agreement, or otherwise arising out of or in any way connection with the CivicPlus' provision of service and performance under this agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of CivicPlus.

CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of

service of any underlying carrier or other service provider whose facilities or services are used in

furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.

Except as expressly provided in this agreement, CivicPlus makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Development Specifications

Additional development specifications and requirements will follow upon commencement of the project.

Acceptance:

We the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this contract.

Name   09-15-06
Elsmere   Date

Name
CivicPlus   Date

Please fax the above contract as soon as possible to
FAX Number: 785-587-8951

For any billing questions, Accounting can be reached at 888-228-2233, ext.215
Support can be reached at:
888-228-2233, ext. 307
785-587-1853, ext. 307

Maintenance, Support, Hosting and Monitoring

Your website will be maintained and monitored by Microsoft Certified Software Engineers and Microsoft Certified Software Developers. The following will be performed on the servers:

♦ Updates to the CivicPlus software will be performed in order to continue to improve the service.

♦ Technical Support concerning the use of CivicPlus will be provided.

♦ An e-mail newsletter with the latest tips on how to get the most out of CivicPlus will be provided on a regular basis.

♦ A Search Engine Registration Schedule may be included with the regular maintenance.

Hosting Information

Physical Security:
- Entrances - Proximity card key system prevents unauthorized access.
- Closed Circuit Video - High resolution camera system with time lapse recording covering all secured areas.
- Visitor Access - All visitors require a full-time escort within the hosting area.

Power:
- All systems are fed by Uninterruptible Power Supplies (UPS's) with natural gas-powered generator backup.

Bandwidth:
- High capacity (12MB) Internet backbone connections ensure fast downloads.
- Multiple carriers (SWB and Qwest) provide redundancy for continuous connectivity.
- Routers and switches automatically balance Internet load between carriers.
- Redundant Cisco routers running HSRP (Hot Standby Router Protocol).

Monitoring:
- 24x7x365 monitoring of all critical components including Internet connectivity, servers, routers, switches and power systems.

Backup:
- Tape backup performed daily with archive of daily backups for 30 days and archive of monthly backups for a year.
- Off-site tape archive.

AntiVirus:
- Continuous scan system.
- Signature files auto-updated every 4 hours from national registry.

Data Security:
- Server Operating System updates applied as necessary.
- Router level port blocking and reporting.
- Router level packet filtering and reporting.
- Server level port blocking and logging.
- Ongoing security analysis by Cisco Security Specialist.

Data Redundancy:
- RAID Level 5 data storage array.

Staff Certifications:
- Full-time Electrical Engineers (EE).
- Full-time Microsoft Certified Systems Engineers (MCSE).
- Full-time Certified Novell Engineers (CNE).
- Full-time Cisco Router Technicians