



CivicPlus

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

Client:

Galveston TX - Statement of Work

QTY	Product Description	PRODUCT TYPE
1.0	Design Center Pro	Recurring
1.0	48 Month Website Recurring Redesign	Recurring
1.0	Annual Fee Renewal for SSL Certificate	Recurring
1.0	Annual Fee for Website Media Center Storage	Recurring
1.0	Annual Fee Renewal for Hosting and Support	Recurring
1.0	AudioEye Ally: https://www.galvestontx.gov	Recurring

Annual Recurring Services	\$15,794.00
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1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to three years from January 1, 2022 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for up to 2 additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and every 12 months thereafter. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 2.5% annual increase each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice
4. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates

new products or enhancements to the Services (“New Services”), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services.

5. If Client’s use of the Design Center module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, Client will be charged an hourly fee of \$160 for such resources.
6. 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.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

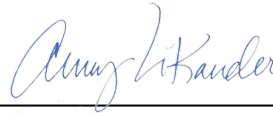
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Vice President of Client Services

Date:

Date:

11/05/2021

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 #)			
Contract Contact		Email	
Phone	Ext.	Fax	
Project Contact		Email	
Phone	Ext.	Fax	



AUDIOEYE MANAGED 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 Master Services Agreement (the “Agreement”) between CivicPlus, LLC (“CivicPlus”) and Galveston, Texas (“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.

1. TERM

The duration of this AudioEye Platform Subscription and SOW shall co-term with Client’s CivicEngage subscription.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed	\$5,125 per domain
Total Subscription Cost*	\$5,125 per domain*

*Recurring subscription pricing is subject to an annual 2.5% increase.

The Parties agree pricing herein shall be included with, and not in addition to, the Annual Recurring Services fees described in Client’s CivicEngage Statement of Work. 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
https://www.galvestontx.gov/

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

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.