

WEBQA SERVICE(S) AGREEMENT

For GovQA Community Development Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Rd, Ste. 110 Woodridge, IL 60517 and The Village of Barrington Hills, a village with its principal place of business at 112 Algonquin Rd. Barrington Hills, IL 60010 ("Customer") is made effective as of December 1, 2012.

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GovQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined such as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:

Either party may terminate this agreement without cause if the terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule 1. All monies associated to the current term will be due immediately.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. INDEMNIFICATION

Each Party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. SERVICE INITIATION:

Customer agrees to all customer activities as stated on Schedule A.

9. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

10. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

11. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

WebQA Inc.

Signature: _____

Print Name: John Dilenschneider

Title: CEO Date: _____

WEBQA SERVICE(S) AGREEMENT

For GovQA Community Development Service(s)

Schedule A

A. Service(s): Software /Seats/Data: Unlimited seats of GovQA CDP and All Customer Data is Owned By Customer
Authorized website: <http://www.mygovhelp.com/barringtonhillsil>
Admin website: <http://www.mygovhelp.com/barringtonhillsil/zadmin>
Admin Logon: ID: SA Password: PASSWORD

B. Fees: **Main Modules:** At a Locked-In subscription cost per month for term of **\$395**

- | | |
|---|---|
| <input checked="" type="checkbox"/> Code Enforcement Module | <input checked="" type="checkbox"/> All Service(s) Upgrades |
| <input checked="" type="checkbox"/> Permits and Inspection Module | <input checked="" type="checkbox"/> Full Reporting |
| <input checked="" type="checkbox"/> Planning and Zoning Module | |

Implementation and Training: At a Locked-in cost of **\$2,500**

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|--|
| <input checked="" type="checkbox"/> One-time setup and load of up to 10 case types into system, per module |
| <input checked="" type="checkbox"/> One time setup and load of up to 10 document templates into system, per module |
| <input checked="" type="checkbox"/> 3 Online Training sessions – to be used at client’s discretion |
| <input checked="" type="checkbox"/> 1 Follow up refresher training session |
| <input checked="" type="checkbox"/> One-time property address database and legacy data import. |
| <input checked="" type="checkbox"/> 10 GB storage free with service(s). Additional 10GB is \$20/month |

C. Terms: **Annual Billable Term Starting: December 1, 2012** **Ending: November 30, 2013.** Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent. Customer will hold a kickoff meeting to launch implementation no later than 15 days from contract start date.

D. Billing: Fees are exclusive of all taxes; billed on a quarterly basis at time of contract and due upon receipt of invoice. Initial implementation is due upon signing of agreement. This secures site, servers and resources necessary to begin project. If payment is not received within 45 days of invoice due date, WebQA has the right to suspend all services until payment is received. Furthermore, customer is responsible for all costs including attorney fees associated to the collections of invoices over 45 days.

E. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is

WebQA Accounts Receivable 900 S. Frontage Road Suite 110 Woodridge, IL 60517

F. Special: No special implementation or customization at this time. If required, attach as Schedule 2.

G. Contacts: Organization Name _____

Main Contact Name: _____ **Title:** _____
Address: _____ City _____ State: ____ Zip: _____
Work Phone: _____ Cell _____ Fax: _____ Email: _____

Billing Contact Name: _____
Title: _____ Email: _____
Address: _____ City _____ State: ____ Zip: _____
Work Phone: _____ Cell _____ Fax: _____
Purchase Order Number: _____ Duns Number: _____