



REQUEST FOR BOARD ACTION

ITEM NO. 4

DATE OF MEETING: July 5, 2016

REQUESTED BY: Melissa Long, Clerk to the Board

SHORT TITLE: Approval of Contract and Purchase Order to iCompass for Agenda Software in the Amount of \$14,000.

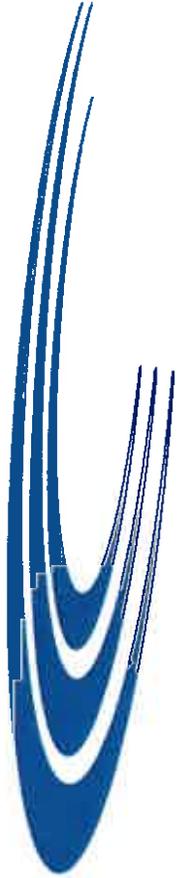
BACKGROUND: During the 2015-16 budget process, staff explored moving to an agenda software program to streamline the agenda process. IT Staff obtained quotes from three vendors:

VENDOR	START-UP COST	ANNUAL COST	TOTAL
NOVUS	\$1,500	\$7,950	\$9,450
ICOMPASS	\$0	\$14,000	\$14,000
GRANICUS	\$22,250	\$21,360	\$43,610

During the budget process for FY 2015-16, staff selected iCompass after Demo's from each vendor but the funding for the program was cut. During the budget process for the current fiscal year (FY 16-17), staff had the quote updated for iCompass.

Staff was very pleased with the Demo for iCompass and thought that it would best suit the needs for Pender County. All three quotes are attached for review.

SPECIFIC ACTION REQUESTED: To approve the attached contract and a purchase order for \$14,000 to iCompass for Agenda Software.



NOVUSAGENDA

...PROVEN

Meeting Management Solution



10012 N. Dale Mabry Hwy
Suite 115
Tampa, FL 33618
Byron Gillin
bgillin@novusolutions.com
800-274-5624 Ext 703

Prepared For Pender County

Date 3-20-15



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EXECUTIVE SUMMARY

NovusAGENDA is a **proven** electronic solution designed to create, approve and track items for upcoming and past board meetings. Whether your organization is adding an agenda item, like the approval for a new employee benefit offering or the construction of a baseball field, NovusAGENDA will provide the controlled, well-organized systematic solution to truly make your organization paperless. With the NovusAGENDA foundation in place internally, your board members and public can now access the information they need on demand at any time from any device!

PROVEN SOLUTION

Proven Experience - NovusAGENDA has been serving hundreds of public sector clients for over 14 years with the same stable ownership. Our team can offer you great insight in rolling out meeting automation. Expertise is the key to success and no one has more experience than NovusAGENDA.

Proven Results - our free 90 day pilot program allows you to try NovusAGENDA before you buy it. Even though we are confident NovusAGENDA will meet your needs, isn't it nice to know we are happy to let you try it first, just to be sure?

Proven Technology - NovusAGENDA is built on Microsoft technology that is stable, reliable and widely used today by all sectors. Our platform remains 100% web based as it always has been. Our Cloud hosting rests on the Amazon Web Service backbone which is the most reliable platform available in the industry today.

Proven Features - NovusAGENDA has all the key functionality you need to automate your meeting process. We add features based on client feedback not based on whether it looks good on a slick marketing campaign. All the features in NovusAGENDA are proven to add value for our clients without adding unnecessary costs or complexity.

Proven Support - Our highly acclaimed support team is well trained and experienced in handling legislative management issues and to respond quickly and politely. You will never be looked down upon by some grumpy geek when you talk to our support team. They will listen and respond ...period.

Proven Future – Technology changes quickly. Another great flexible feature is that any device is supported. As nice as the state of the art devices are such as the iPad, Galaxy Tab or Microsoft Surface there is no guarantee these devices will still be state of the art five years from now. Taking advantage of NovusAGENDA's browser-based, cloud-based platform will enable you to take advantage of the "latest and greatest" right now without risking obsolescence in a few short years.

NovusAGENDA is Proven.

Tools for the board member include:

- Logging in through a secure username and password on any device (i.e., iPads, PC, MAC etc)!
- Viewing agendas and all materials well before the meeting
- Viewing specific items along with support material including Closed Session items
- Making secure personal private comments on any item for their own purposes
- Researching past Agenda, Minutes and Personal Private Comments.
- Real time analytics on spending patterns and goal tracking
- Unique Dashboard designed to speed meeting preparation



NovusAGENDA has all the tools to automate the creation of your minutes, track and record voting, motions, and much more, such as video streaming indexed for you and your public. NovusAGENDA’s unique reporting module empowers your administrators with the data from your meetings to make data-driven decisions for the organization and track your progress along the way.

Novusolutions award winning staff brings over 15 years of experience working with hundreds of government NovusAGENDA clients across the country. Our support team will be an extension to your organization to offload all software management, training, and support, so you can focus on providing the public and board the transparency they demand. NovusAGENDA is the one comprehensive solution to make paperless meetings easy!

INSTALLATION

Our Cloud Computing partner is Amazon Cloud based Web Services, <http://aws.amazon.com/>. They offer world class cloud computing solutions with full 24 X 7 backup and reliable infrastructure designed for today’s complex computing challenges.

Amazon Hosting
NovusAGENDA Application runs on EC2 servers.
<http://aws.amazon.com/ec2/>

Backups are run daily and stored on Amazon S3
<http://aws.amazon.com/s3/>

This option allows you to outsource the hosting of the software to Novusolutions. This is by far the most popular option in today’s environment.

Self Hosting is available if needed. Contact us for more information.

DEPLOYMENT SERVICES

Standard services are required for deployment and included in the pricing and support.

Included Standard Deployment Services	
Configured Item Details	This screen is configured to add fields to our standard from required by your organization. This form is used to create items and can vary based on meeting type. YOU can have one item details page for planning and another for council meetings.



Configured Public Agendas	The public agenda is configured to mimic your current layouts. Agenda layout can vary based on meeting type.
Configured Minutes Page Set	The page set includes draft and final minutes layout. Minutes layout can vary based on meeting type.
Custom Workflows	Workflows can be pre-configured allowing users to simply submit items to named workflows which are then built for them automatically. Workflows can vary based on meeting type.
Solution Overview	This session is with key staff including Board Clerk, IT staff assigned to support the software and key Board Clerk staff. The session involves a complete system overview and workflow building session. This session is delivered prior to any other training so key staff are very familiar with the solution and the workflows are correct prior to staff training.
PDF converter	Attachments and agenda packets are converted to one single PDF file. PDF layout mimics the lay out of the minutes and agenda for that meeting type. We can also add page tamping to the PDF automatically.
Video Services	Do you already video record your meetings? If so, NovusAGENDA will offer you two meetings per month to be uploaded and streamed to the public off our servers <u>at no additional cost</u> . You take your existing video and simply upload it to our servers. Once it is converted, you can link clients to that video stream off your meeting. If you are looking for indexing or are starting from scratch and would like to record your meetings, please see our Video Service Considerations Section.

90 DAY PILOT PROGRAM

Novusolutions has agreed to offer you a 90 day pilot program of NovusAGENDA to confirm the cost and efficiency savings. Novusolutions is confident that NovusAGENDA will exceed expectations, eliminate paper, and improve the business process of agenda creation and meeting management. There will be no cost for the 90 day duration of this pilot.



Upon successful implementation of the pilot, you will then agree to continue using NovusAGENDA for the Pricing outlined below. However unlikely, if NovusAGENDA does not satisfy your needs, then no commitment is required and the service will be turned off.

The Approval Page of this document will need to be signed prior to beginning this agreement. This will allow Novusolutions to dedicate the resources to begin the project.

- You provide us copies of Agenda, minutes and departments with staff listings within 5 days of project start. In addition we can discuss your item review process as well in that first 5 days.
- We will fully deploy, train and test NovusAGENDA within 20 days of receiving your information.
- The Pilot will last a total of 90 days from project start to allow full testing of the software.
- Pilot program covers one meeting body but you can add others once you agree to move forward.

The purpose of the pilot program is to give you time to take a good look at NovusAGENDA and the features we offer to see the great value NovusAGENDA offers. While you may or may not be fully rolled out in 90 days you will have time to do your needed evaluation.

Why would you not be fully rolled out in 90 days? We have found that different organizations move at different paces. Some move very quickly and others take a bit more time. We will work with you to make sure the rollout moves at your pace to meet your needs. If needed we will work with you to get your evaluation done in the 90 day pilot window and then continue to work with you after the 90 days to complete any unfinished business.

PRICING

All pricing includes an unlimited use license enabling support for as many meeting types as you need at no added license costs. There are no user licenses either. "Unlimited use" means unlimited use with NovusAGENDA.

NOVUSAGENDA SOFTWARE PRICING

Item	Pricing (Annually)
NovusAGENDA	\$7,950
Minutes Module	Included
Board Portal	Included



Reporting	Included
Board and Committee management (Term Tracking)	Included
Video Integration with Video service provided By NovusAGENDA	Included
Optional Video Services	See Video Services Considerations
Total Annual Cost	\$7,950
Option In Meeting Tools (Voting, etc.)	Additional \$600 annually

NOVUSAGENDA TRAINING PRICING

Standard training services are required for deployment.

Standard Remote Training Services	Description
Administrator Training	This is remote training to train one or two system administrators on managing user rights in NovusAGENDA. This class is delivered remotely using web meeting technology managed by Novusolutions.
Board Clerk Training	Training including meeting management, agenda preparation, minutes and system oversight. Delivered remotely using web meeting.
User Training	Training includes creating items, copying old items to new meeting and item submission and approval process. Delivered remotely using web meeting.



Board Training	Training includes viewing agendas, minutes, and all documentation for upcoming meetings, making private notes, researching past meeting information and notes, and analyzing reports and meeting data. Voting can be added if the voting module is in place.
Web Based Training	<p>Web-based training videos for all staff to view on demand via Internet. Videos include:</p> <ul style="list-style-type: none"> • User training • Board Clerk Training • Board Training • Admin Training
Total One Time Cost	\$1,500

OPTIONAL TRAINING SERVICES

Additional remote training – Included for new releases and refresher training. If retraining is needed due to turnover or other issues we also include a Web-Based Training Portal and regularly scheduled Client Webinars.

Optional Onsite training - \$2,450 per day includes travel, 2-day minimum.

PRICING SUMMARY FOR NOVUSAGENDA

	One Time Fee	Annual Fee	TOTAL
NovusAGENDA	\$1500 for Remote Training Includes setup for up to five meeting types. Additional meeting types may require a small professional service fee.	\$7,950	\$9,450
Add On Options:			
In Meeting Tools (Electronic Voting, Request		\$600	



to Speak, In Meeting Public Display, Item highlight for board)

Onsite Installation (Only needed if Active Directory Integration is required)

\$3,450

Onsite Training (Not required as unlimited remote training options included)

\$2,450 per day including travel. 2 day Minimum.

TOTAL INVESTMENT YEAR 1

\$9,450

NovusAGENDA Including:

- Remote Training

Annual fees can be raised once each year to a rate not to exceed 4% per year.

DOCUMENT MANAGEMENT SYSTEM INTEGRATION

Document Management integration is an optional feature that can be added at any time. This feature utilizes a shared watch folder as an end point where NovusAGENDA will export files for import to your Document Repository.

\$600/Year

Your local Document Management Administrator will establish an import routine to capture files from the watch folder and bring them into your repository using import features available in your document management system. There are several different export/import options and you can get details on these from your NovusAGENDA sales representative.

There are NO long term contracts to sign with NovusAGENDA.



Payment Terms – Payment is due at the end of the successful pilot term. You will be invoiced at the end of the 90 day successful pilot.

VIDEO STREAMING SERVICES CONSIDERATIONS

The pricing above includes the option for clients to upload the existing video of their meetings to our servers and create a link to those videos on their agendas and minutes in NovusAGENDA (limit of 2 meetings a month). However, many clients require additional video services. NovusAGENDA provides state of the art video streaming technology and services completely hands-free! Contact us for pricing on hardware and the video streaming services that best fit your needs. These video services can be added at any time!

VIDEO STREAMING OPTIONS

NovusAGENDA has all the tools to automate the creation of your agendas and minutes, track and record voting, motions, and much more, such as video streaming indexed for you and your public built upon years of industry experience.

INDEXING OPTIONS

Unindexed video is available. Unindexed video is simply a video stream off your web site that will stream the meeting in its entirety.

We offer clients the option of indexing their videos. Indexing means links are added to the video stream so the public can click on that one link and see the video from that point forward. If a person wants to review item 5 for example they simply click on item 5 and the video begins there. This function is referred to as indexed video.

We have two programs for indexed video. One program enables you to do your own indexing which does require staff time on your part. Staff time can vary based on the nature of your meeting but you can assume approximately 15 minutes per hour of meeting time to conduct self indexing.

The other program has us doing the indexing for you which eliminates the need for staff training and effort to get indexed videos. The choice is yours and we are happy to discuss each option with you in detail. Our editors do indexing for a broad range of clients today and this option is often more cost effective for clients who simply do not have added staff time to allocate to video indexing.

VIDEO ENCODERS

Encoders record content according to your broadcast schedule and transfer the recorded audio/video to the NovusAGENDA Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming. Encoders are required for all live streaming and all indexing options. You can have non-indexed video, without a live stream, without an encoder. We provide encoders for all purposes and the cost can vary based on your needs.

ARCHIVING



Client audio/video can be stored securely on the NovusAGENDA Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN).

DELIVERY

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, NovusAGENDA can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. NovusAGENDA is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. NovusAGENDA can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users*.

NovusAGENDA also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.

VIDEO STREAMING HARDWARE AND SET UP COSTS

Many clients have already invested in various cameras and technology solutions for their video streaming needs. In most cases, NovusAGENDA's video solutions can integrate with these systems. If you need a camera quote, please contact us to discuss options. The next questions that need to be answered however are:

- Do I need to have a live stream of our meetings on our website?
 - If so, do they need to be in HD and do we need to support multiple outputs such as cable or ATT Uverse?
 - Do you want to offload all video editing and indexing services so your staff can focus on creating minutes?

If you answered No to both of these sections, you do not need encoder hardware below! Move on to the Video Services Section of this proposal. If you answered yes to either of the questions above, you need an enhanced encoder below. If you already own one, let's talk as we may be able to use your existing hardware. If not, here is the NovusAGENDA hardware option to consider. Contact your sales representative to find out about other hardware options such as Portable encoder solutions and other HD and multiple outlet options.

Item Description	Type	Costs (Up-Front)
Hardware/Software/Provisioning	IU	
<ul style="list-style-type: none"> • IU Server, Encoder Software Installation, System Burn-In, Rackmount Kit (4 posts-universal) Standard definition * 		\$2,905
Other Services required for setup		
<ul style="list-style-type: none"> • Branded Video Library Design, Branded Player Design 		



• Remote Install (Typically 3 hours)	
• Licenses for Software/Tools (Flash Media, EASE, HTML5, Microsoft OS)	
• Viewcast Osprey Video Capture Card 260-e with Simulstream Software	
	\$2,080
Total Upfront costs Hardware/Software/Provisioning +Viewcast Osprey	\$ 4,985

*Contact us For High Definition broadcast

VIDEO STREAMING SERVICE PACKAGES

We offer a variety of service packages ranging from non-indexed video with no live stream to fully outsourcing the indexing of video to us.

Service Description		Video Only Costs (Annual)
Package 1	Up To 25 Non-Indexed meetings per year (does not include LIVE Stream) No Encoder required Not integrated with your agenda. Users go to a separate website to view video stream via an easy to use hyperlink option.	FREE For NovusAGENDA Clients
-or-		
Package 2	24/7 SD video stream of meetings/events with unlimited on demand storage and indexing tools. You do your own indexing "live" in the meeting to up to 150 meetings per year. Contact us for pricing on more meetings. Fully integrated with your agenda and minutes	\$6,995
-or-		



Package 3	Up to <u>25</u> meetings indexed by us for you and includes LIVE feed. Fully integrated with your agenda and minutes Includes up to 120 hours per year of other non-indexed content	\$8,995
-or-		
Package 4	Up to <u>50</u> meetings indexed by us for you and includes LIVE feed. Fully integrated with your agenda and minutes Includes up to 120 hours per year of other non-indexed content	\$11,995

Is High Definition needed? We can support High Definition broadcast as well. Contact us for details.

OPTIONAL – REMOTE CAMERA SWITCHING

NovusAGENDA can handle your camera switching remotely as well! This eliminates your labor costs of staffing camera operators in your meeting. Contact us for pricing and hardware specifications!

CAMERAS NEEDED?

We can offer you state of the art camera systems with full installation services. Contact us for details.

TRANSFERRING OLD VIDEO TO THE NEW SYSTEM

We can transfer up to 5 years of old video to our system for a one-time fee of \$995.

PROPOSAL TERMS AND CONDITIONS

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS LICENSE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION ARISING OUT OF THE USE OF OR INABILITY TO USE THE NOVUSAGENDA SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE TOTAL VALUE OF THE ANNUAL CONTRACT.

OWNERSHIP OF DATA



The client owns all data stored in their NovusAGENDA data base from the instant you touch the keyboard. In the event the client terminates service or NovusAGENDA ceases business operations the data will be sent to your organization along with database schema to make the data accessible. All data is stored in an MSSQL database and also can be accessible on demand anytime by using the included NovusAGENDA Reporting Module.

PRICE TERMS

The pricing in this proposal is set for two years. Even though there is no contract or commitment to sign with NovusAGENDA, we want our clients to have budget security on this project. If a price increase is needed for any reason, the client will be notified more than a budget year in advance of the increase and would be no more than the CPI (Consumer Price Index) for the period.

Services are billed annually. All invoices are due within 30 days of issue date.

PAYMENT TERMS

NovusAGENDA is proud of our client retention rates. Therefore we do not require clients to sign long term contracts. All projects are billed annually to eliminate the high cost of invoicing, processing, and collections from both the vendor and the clients end every month. If the client cancels at any time, any unused funds would be returned. A 30 day notice is required.

If monthly billing is attractive to the client, there will be no charge if a credit or procurement card is used. Automatic electronic drafts or deposits are also fine. If traditional invoices and collections need to be instituted, a 5% fee will be added to cover this expense.

INSURANCE

Novusolutions carries full insurance and can offer certificate of insurance with your organization named on it at no cost. If your organization requires further insurance endorsements added costs may be charged to cover the cost of those documents because carriers charge added fees for those services.

The COI we provide will cover General, Automotive, Umbrella and Technology Errors & Omissions & Privacy Security Liability plus Workers Compensation coverage.

OTHER TERMS

NovusAGENDA is offered with a free pilot program so additional performance bonds or other such instruments are not needed to insure successful delivery. No payments are required until clients complete the pilot cycle.

NovusAGENDA carries commercial general liability insurance of \$1,000,000 that should be more than enough to cover risk for this SaaS solution. The cost for any additional insurance or bonds required by a client will be passed onto the client.

In lieu of escrow accounts NovusAGENDA will agree to provide a full unlimited use licensed copy of the software to any client in the event NovusAGENDA ceases operations.



All data is backed up in our Amazon cloud daily and kept in redundant locations. If clients require copies of data backups these can be provided quarterly at an additional fee. Contact NovusAGENDA sales team for costs.

HOW DO I ORDER?

We require your signature on the approval page listed below. Once that has been signed and sent back to Novusolutions we will assign your project manager. If you choose to issue a purchase order you may attach it to these documents or send it in under separate cover.

You can email to sales@novusolutions.com or :

Mail to: Novusolutions, 10012 N Dale Mabry Hwy, Suite 115, Tampa, Florida 33618-4425

Fax to: 954-337-0761 Attn: Sales



APPROVAL PAGE

Pender County hereby agrees to proceed with the project, initiating with the Pilot project described above and, following a successful Pilot cloud implementation, will move forward with NovusAGENDA. If the pilot is not successful, there is no cost or obligation.

In order to proceed with the Pilot implementation, this Authorization must be signed, which will initiate assignment of personnel to begin the Pilot project. After the successful pilot, please choose which option you will prefer to deploy (not binding as you can change your mind).

OPTIONAL COMPONENTS: Please check any options to be included.

- NovusAGENDA in Meeting Tools (Voting, request to speak, etc.)
- NovusAGENDA Video (Hardware may need to be purchased based on Package chosen)

The Pilot duration will be 90 days and will include the deployment, training, consultation and test meetings. At the end of 90 days you will be invoiced for the cost listed above and then decide if you want to proceed.

Signature

Date

Printed Signature

Purchase Order Number _____ (optional)

Invoice Address: _____

Accounts payable contact: _____

Phone _____

E-mail _____



iCompass

Quote for
PENDER COUNTY, NC

Prepared for: Angela Blake
Helpdesk Support Technician

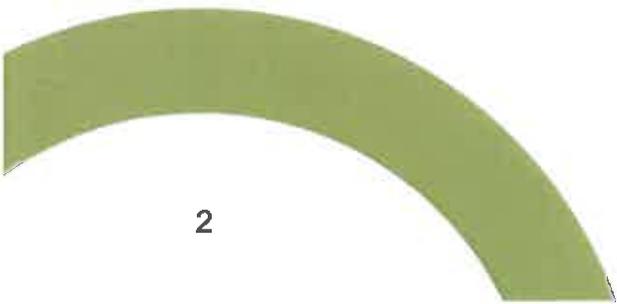
Friday, March 11, 2016

Prepared by:
Joshua Fruecht, MPA, CMC
Account Executive
iCompass Technologies, Inc.



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Welcome to *iCompass*!

Thank you for affording us the opportunity to provide you with this quote for the *iCompass Meeting Manager Pro (MMP) and Video Manager (VM) Solutions*. Should you require any additional information, require clarification or would like to schedule a proposal review meeting, please feel free to contact me at your convenience.

We Can Help - iCompass is an Industry Leader

iCompass provides:

- **INDUSTRY LEADING** implementation speed.
- **UNLIMITED** support, coaching and training
- 'Easy as That' fees which offer **BEST OVERALL VALUE**

iCompass provides *CivicWeb*, the leading Solutions for cloud-based *Meeting, and Records Management* for Municipal Clerks who are swamped with never-ending tasks related to managing their meeting process, records administration and tracking responsibilities.

CivicWeb automates meeting and records management workflow in one system, and facilitates open governance through comprehensive and seamless access to information. It provides real-time pulse and complete visibility into what's going on across the entire organization.

iCompass routinely has its customers up and running in two (2) meeting cycles via our 'Easy As That' Training Program. Our customers' immediate ROI is also realized in part due to our true all-inclusive pricing model, cloud-based service, no IT involvement, no expensive consultants, no over-built systems and no costly RFP process.



Our 'Best in Class' *CivicWeb* Tools

Meeting Manager Pro (MMP) – streamlines the creation, approval and distribution of agenda packets, minutes, meeting decisions/actions, and management of records.

Includes the following modules:

- ***Meeting Manager*** (unlimited Meeting Templates)
 - *Agenda & AgendaNotes* (iPad®, Web and PC versions)
 - *Minutes*
- ***Action Tracking***
 - *Meeting Tracker + Report Tracker*
 - *Output Document Capability* (1 for each Tracker, if applicable)
- ***Records Center***
 - *Records Center Custom Banner*
 - *Records Center Connector*
 - *Records Center Enterprise Search*
- *SharePoint Connector, Laserfiche Connector*, (if applicable)

Highlights:

- Increased visibility into the entire meeting process through a 'dashboard' view of all agendas, minutes and actions created, approved, distributed, and stored
- Reduction of the repetitive 'copy and paste' process when preparing, approving and distributing agendas, minutes, related forms and actions
- Creation of agenda items electronically
- Last minute changes can be easily and quickly accommodated
- Multiple types of attachments can be used, and there is no limit to how many
- There is no limit to the number of templates, and you have complete control to make changes to existing templates or create new ones
- Automatic page re-numbering, even for last minute additions to the agenda
- Built-in approval process with e-mail notification
- Final agendas, minutes, and related documents can be quickly and easily posted to a designated website (via the ***Records Center*** module) for public and/or staff access
- Ability to project HTML split screen view of agenda during meetings
- Hard copies of agendas, minutes, forms and actions lists can be printed any time
- Minutes are pre-populated for quick on-the-fly minute taking during meetings
- Capture and tracking of meeting decisions and action item follow-up
- Ability to manage and provide online access to historical and archived records for both the public and/or staff using the ***Records Center*** module

iCompass Technologies

STRENGTHENING OPEN & EFFICIENT GOVERNMENT

TOLL FREE 1-800-260-7409 • FAX 250-851-9402

www.icompassstech.com • info@icompassstech.com





- Automatically OCR documents as they are inputted into the system
- Drag and drop file management
- Document destruction logging
- Manage access levels and security options
- Document searching and sharing
- Powerful search capabilities
- Flexible access levels and security options

AgendaNotes (iPad® Version) Highlights:

- Access to any electronic agenda as soon as it is published
- Download the agenda and attachments to an iPad®
- User security maintained through login / password controls
- Highlight text with a swipe
- Place sticky notes right on reports and attachments
- Free hand circle and mark-up your entire agenda
- Auto sync grabs updates and agenda items on the go
- Hot links straight to your notes for quick review
- Easily print the agenda and your notes at any time

AgendaNotes (Web Version) Highlights:

- Access to any electronic agenda as soon as it is published
- View the agenda and attachments on any device
- Add notes to agenda headings and items
- Hot links straight to your notes for quick review
- Easily print the agenda and your notes at any time

AgendaNotes (PC Version) Highlights:

- Access to any electronic agenda as soon as it is published
- Download the agenda and attachments to a Windows compatible laptop or desktop computer
- Add notes to agenda headings and items
- Easily print the agenda and your notes at any time
- Hot links straight to your notes for quick review
- Options to download some or all attachments – great for dial-up users



Unlimited Support, Coaching & Training

Unlimited Support:

- The Customer may designate up to 3 individuals who will be registered with iCompass as authorized Champions eligible for free and unlimited support throughout the duration of the relationship.
- Only authorized Champions will receive support – inquiries from others within the Customer's organization will be directed to the authorized Champions.
- Support requests will be documented and e-mailed to the authorized Champion making such requests (as well as added to the Customer Resource Center) so as to minimize support requests in the future.
- 1-800 telephone and e-mail support during the business hours of 5:30 AM to 5:30 PM (Pacific Time), Monday-Friday (not including stat holidays).
- Support calls will be answered by a human being 24 hours/day, 7 days/week.
- iCompass will respond to incoming Support calls within 10 mins of our Customer Success Team receiving them, and we'll do so by phoning the Customer back.
- "Support" is defined as follows: *"iCompass providing the Customer assistance either over the phone or via e-mail related to the Customer's use of the Services."*

Unlimited Coaching Sessions:

- The Customer may request an unlimited number of Coaching Sessions for designated individuals throughout the duration of the relationship.
- An authorized Champion must make such requests.
- Each Coaching Session will last between 15 and 30 minutes.
- The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of Coaching Sessions. The Customer may cancel or reschedule a Coaching Session twice with less than one week's notice without penalty. After the second occurrence, there will be a \$200 fee charged to the Customer for each subsequent occurrence.

Unlimited Training Sessions:

- The Customer may request an unlimited number of free Training Sessions for designated individuals throughout the duration of the relationship.
- Such training will be provided via our 'Easy As That' Training Program - On-line, workshop style training with an instructor leading each module.
- An authorized Champion must make such requests.
- The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of participation within Training Sessions. The Customer may cancel or reschedule participation within a Training Session twice with less than one week's notice without penalty. After the second occurrence, there will be a \$200 fee charged to the Customer for each subsequent occurrence.

iCompass Technologies

STRENGTHENING OPEN & EFFICIENT GOVERNMENT

TOOL FREE 1-800-260-7409 • FAX 250-851-9402

www.icompassstech.com • info@icompassstech.com





Other 'Best in Class' Customer Resources:

- Monthly educational webinars
- iCompass Customer Resource Center which includes a growing collection of quick reference guides and videos
- iCompass Template Libraries for easy searching and review of sample documents from dozens upon dozens of other iCompass customers. Such documents include agendas, minutes, forms, classification schemes/retention schedules, etc.

Unlimited Storage Space

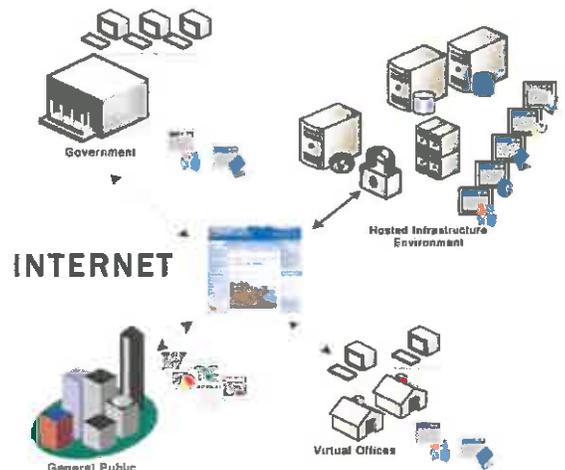
Unlimited storage for meeting documents and video manager content in our state of the art network facility provides continual back-up and redundancy to ensure your files are always at your fingertips. With Records Center your additional documents are also online, searchable and available to staff and the public 24/7.

Our Cloud Delivery Model - Software as a Service (SaaS)

Our *CivicWeb* tools are delivered over the Internet and our customers only require a web browser to access and use them. **Overall, the SaaS model is a much lower-cost delivery of software services - you no longer have to over spend or build in-house!**

Key Benefits:

- Joining a community of other Small Local Government municipalities for best practice improvement.
- All feature updates included.
- Constant redundant back-up of all information.
- Video streaming services provided via EarthChannel Content Delivery Network, streaming since 1998.



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'Easy as That' Fees

Meeting Manager Pro (MMP):

- Includes *Meeting Manager Pro*, *Action Tracking*, *Records Center*, *Records Center Connector*, and *AgendaNotes* (iPad®, Web and PC versions)
- Includes *Laserfiche*, *SharePoint Connectors* (if applicable)
- Unlimited storage for meeting related documents
- 6GB of storage for non-meeting documents
- Includes unlimited meeting templates (agendas & minutes)
- Includes 2 trackers created in *Action Tracking* (*Meeting Tracker* + *Report Tracker*)
- Includes 'Easy as That' Training, implementation, & support
- Includes unlimited users within your organization
- Includes all regular upgrades to the modules

Video Manager (VM):

- Includes Live Video Streaming, Video On Demand (VOD), and Video Indexing
- Unlimited bandwidth, storage and viewers
- Cross-Platform Media Player (PC / Mac / Mobile)
- Hardware included

CivicWeb Portal (CWP):

- Meeting schedules, agendas, minutes, voting and attendance records are all included.
- Linked to website
- Delivers information to the public automatically
- Automatically refreshes with the latest information once it is complete
- Meeting schedules, agendas, minutes, voting and attendance records are all included.

Annual Fee*
\$8,400
\$5,600
Included

*Annual Fees outlined above include Local Leader Discount

Terms & Conditions:

- The annual fees outlined herein are guaranteed for **thirty (30) calendar days** from the date of issuance.
- The annual fees outlined herein are based on a one year auto renew contract.
- The annual fees includes hosting in the facilities of our managed hosting service partner, technical support (e-mail and 1-800 support), maintenance, on-line training sessions, regular upgrades to the software and storage space.
- All annual fees are payable up front.
- Your license will include unlimited users from your organization.

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 [@icompasstech](https://twitter.com/icompasstech)



No Risk Satisfaction Commitment

iCompass wants our customers to feel safe in committing to a future of electronic agendas and records management. For this reason we offer the industries safest No Risk Satisfaction Commitment.

If for any reason Pender County is dissatisfied with the software, implementation or services provided by iCompass Technologies during the first 6 months after purchase all funds will be returned and commitments waved. Following this 6 months period should Pender County decide to discontinue services for any reason with 30 days' notice, any future commitments will be waved.

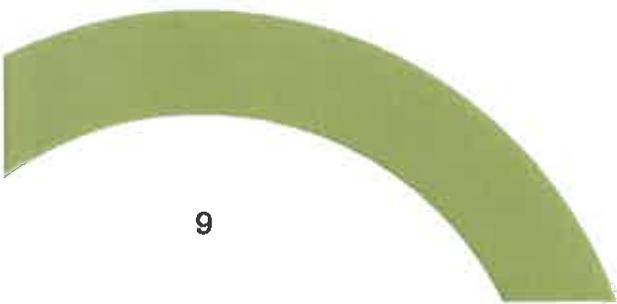
Conclusion

Again, thank you for affording us the opportunity to provide you with this quote for our **CivicWeb Services**. With almost 16 years of experience serving over 400 public sector customers, we trust that you will find great value in our services.

Please feel free to contact me if you have any questions, require any further clarification or wish to schedule a proposal review meeting. I can be reached at 863-877-2843.

Sincerely,

Josh Fruecht, *MPA, CMC*
Account Executive
iCompass





PROJECT SUMMARY FOR

Pender County, North Carolina

Government Transparency, Efficiency, and Collaboration Solutions

Presented by:
Jack Melnicoff
Enterprise Account Manager

Earl Moore
ITS Operations Manager
Pender County Government

Earl,

Thank you for considering Granicus, we're excited to support your organizational efforts to continue to offer the community, elected officials and staff the best technology to review and research content around your public meetings.

At Granicus, our primary purpose is to help you build better communities by harnessing the power of the Cloud. Thank you for giving me the opportunity to learn about your unique processes and understand your project goals. I look forward to working with you and members of your team to implement solutions to help you to achieve greater success.

On the following few pages, you will find a breakdown of our conversations, a checklist of our next steps, investment details and a summary of our recommended solution.

Over 1,100 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience, which has allowed us to develop solutions with government in mind. We hope that you enjoy being part of the Granicus client family soon!

Jack Melnicoff
Sales Executive
jackm@granicus.com
954.644.9599
Granicus, Inc

INVESTMENT DETAILS

Your Granicus solution was based on your specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support.

Item	Upfront Investment	Annual Investment
Open Platform	\$0.00	\$0.00
Government Transparency Suite	\$0.00	\$400.00
Granicus Encoding Appliance, analog	\$3,600.00	\$100.00
Meeting Efficiency Suite	\$4,850.00	\$500.00
Legislative Management Suite	\$13,800.00	\$780.00
TOTAL	\$22,250.00	\$1,780.00

SOLUTION SUMMARY

GRANICUS OPEN PLATFORM

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Citizen web portal



GRANICUS ENCODING APPLIANCE

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- 2 TB of local storage (approximately 2,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliance
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery



Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

GOVERNMENT TRANSPARENCY SUITE

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics



LEGISLATIVE MANAGEMENT SUITE

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Organize, store and retrieve documents
- Continuous legislative workflow
- Track and search legislative data



iLEGISLATE

Granicus' mobile agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over the iPad®. iLegislate is a free app that can be downloaded from iTunes, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes, annotate, and email agenda items
- View indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)



ADDITIONAL SOFTWARE APPLICATIONS CITIZEN PARTICIPATION SUITE

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agenda items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions.

- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
- Access community ideas, demographics, and feedback on an iPad with iLegislate*



BOARDS & COMMISSIONS

The Boards and Commissions app is designed to help government agencies easily manage government body appointments, vacancies, and citizen applications online. Now, the public can easily see what boards and commissions exist and take the opportunity to apply for open seats quickly from the web.

Traditionally, applying for boards and commissions is a paper-heavy and labor intensive process involving a lot of emails, phone calls, public notices, multiple systems and ongoing coordination throughout the year for governing bodies. This application simplifies the entire administrative process with online appointment workflows. There are even automated email form letters, and website widget builders to save time in the recruitment process.

Some of the key features it includes:

- Easily publish and promote open vacancies on their website and across social networks
- Customize and design your citizen application to template and leverage a seamless integration to any government website
- Filter and qualify applicants using simple and effective search tools
- Auto-generate communications and follow up for all steps of the application & appointment process
- Intelligent dashboard for monitoring terms and vacancies with built in alert system
- Integrates seamlessly with Granicus' Legislative Management toolset



iCompass Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the July 5, 2016 (the "Effective Date"), between iCompass Technologies Inc. ("iCompass") and Pender County, with an address at 805 S. Walker St., P.O. Box 5, Burgaw, NC 28425 (the "Customer").

1.0 Services.

- 1.1 **Provision of Services.** Customer's and Customer's end-users ("End Users") may access and use the services described in Section 9.0 of this Agreement and any other services that may be ordered by the Customer from time to time pursuant to a valid subscription (the "Services") in accordance with the terms of this Agreement.
- 1.2 **Facilities and Data Processing.** iCompass will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer in connection with the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.3 **Modifications to the Services.** iCompass may update the Services from time to time. If iCompass updates the Services in a manner that materially improves functionality, iCompass will inform the Customer.

2.0 Customer Obligations.

- 2.1 **Customer Administration of the Services.** Customer may specify End Users as "Administrators". Administrators have the ability to monitor, restrict, or terminate access to Services. iCompass' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 **Compliance.** Customer is responsible and liable for use of the Services by its End Users and all consequences of such use (including any and all consequences and liabilities resulting from End Users making Customer Data publicly accessible through the Services). Customer will obtain from End Users any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow iCompass to provide the Services. Customer will comply with laws and regulations applicable to Customer's use of Services, if any.
- 2.3 **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. Customer will promptly notify iCompass of any unauthorized use of or access to the Services.
- 2.4 **Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.
- 2.5 **Third Party Requests.**
 - 2.5.1 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
 - 2.5.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact iCompass only if it cannot obtain such information despite diligent efforts.
 - 2.5.3 iCompass will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of iCompass, receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then iCompass may, but will not be obligated to do so.

3.0 Intellectual Property Rights; Confidentiality

- 3.1 **Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) iCompass any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of iCompass, iCompass trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 **Suggestions.** iCompass may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sublicense, any feedback, comments, or suggestions Customer or End Users send iCompass or post in iCompass' online forums without any obligation to Customer.
- 3.3 **Confidential Information.** Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of iCompass, or except as required by law, any Confidential Information of iCompass, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of iCompass.

4.0 Fees & Payment.

4.1 Fees.

- 4.1.1 Customer will pay iCompass for all applicable fees upfront annually.
- 4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.
- 4.1.3 Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
- 4.1.4 iCompass reserves the right to increase annual fees, as listed, on an annual basis. Increases will be the larger of the 12-Month Consumer Price Index (not seasonally adjusted), as published by the United States Department of Labor, or five (5) percent.

4.2 **Taxes.** Customer is responsible for all taxes. iCompass will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide iCompass with an official tax receipt or other appropriate documentation.

4.3 **Purchase Orders.** If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

- 5.1 **Term.** The initial term of this Agreement shall be three years commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term.
- 5.2 **Termination for Breach.** If, for any reason during the first 6 months after purchase, the Customer is dissatisfied with the Services or the implementation or other professional services provided by iCompass, all funds paid under this Agreement will be refunded and future commitments waived. Following the first 6 months, either party may terminate this Agreement, at its option, with 45 days' written notice.
- 5.3 **Effects of Termination.** If this Agreement terminates: (i) the rights granted by iCompass to Customer will cease immediately (except as set forth in this section); (ii) iCompass may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, iCompass may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.3 (Effects of Termination), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

- 6.1 **By Customer.** Customer will indemnify, defend, and hold harmless iCompass from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against iCompass regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.
- 6.2 **By iCompass.** iCompass will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that iCompass' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will iCompass have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by iCompass and (ii) any content, information, or data provided by Customers, End Users, or other third parties.
- 6.3 **Possible Infringement.** If iCompass believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then iCompass may (i) obtain the right for Customer, at iCompass' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If iCompass does not believe the options described in this section are reasonable then iCompass may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.
- 6.4 **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are iCompass' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

- 7.1 **Exclusion of Warranties.** Except as explicitly set forth in this Agreement, iCompass makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. iCompass does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services.

- 7.2 **Limitation on Indirect Liability.** To the fullest extent permitted by law, except for iCompass and Customer's Indemnification obligations hereunder, neither Customer nor iCompass and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.
- 7.3 **Limitation on Amount of Liability.** To the fullest extent permitted by law, iCompass' aggregate liability under this Agreement will not exceed the amount paid by Customer to iCompass hereunder during the twelve months prior to the event giving rise to liability.

8.0 Miscellaneous.

- 8.1 **Terms Modification.** iCompass may wish to revise this Agreement from time to time. If a revision, in iCompass' sole discretion, is material, iCompass will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 45 days of receiving notice of the change.
- 8.2 **Entire Agreement.** The Agreement including the invoice and order form provided by iCompass, constitutes the entire agreement between Customer and iCompass with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.
- 8.3 **Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of North Carolina.
- 8.4 **Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 **Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 **Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of iCompass. iCompass may not assign this Agreement without providing notice to Customer, except iCompass may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
- 8.7 **Force Majeure.** Except for payment obligations, neither iCompass nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.8 **Iran Divestment Act Certification.** iCompass hereby certifies that iCompass, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. iCompass shall not utilize any subcontractor that is identified on the List.
- 8.9 **E-Verify.** iCompass and iCompass subcontractors shall verify the work authorization of their employees upon hiring through the federal E-verify program as required by Article 2, Chapter 64 of the North Carolina General Statutes.

9.0 Services.

9.1 iCompass shall provide the following Services to the Customer for the Fees indicated:

Service	Annual Fee
Meeting Manager Pro – MMP	\$8,400
Video Manager – VM	\$5,600

9.2 **Storage.** Unlimited meeting related content and up to 5GB of storage for non-meeting related content is included in the fees set out in this Agreement. Additional storage can be purchased as required.

IN WITNESS WHEREOF iCompass and the Customer have executed this Agreement as of the Effective Date.

<p><u>Pender County</u> by its authorized signatory:</p> <p>Name: Randell Woodruff Title: County Manager Date:</p> <p>Billing Contact: Melissa Long, Clerk to the Board Billing's Email: mlong@pendercountync.gov</p>	<p><u>iCompass Technologies Inc.</u> by its authorized signatory:</p> <p>Name: Scott Neufeld Title: Director of Demand Generation Date:</p> <p>Account Executive: Josh Fruecht Account Executive's Email: jfruecht@icompassstech.com</p>
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