

Exhibit A.1 - Statement of Work #1: CivicReady Subscription


CivicReady	First Year Fees	Annual Services*
CivicReady Implementation n - Solution implementation includes portal customization, website embeds, data import and web-based training.	Included	N/A
CivicReady – Mass Notification -Solution hosting -Unlimited access for an unlimited number of admins, users and groups -Unlimited SMS, Voice Call, Email and Social Media notifications with supported multi-media -Unlimited quick launch templates -ESRI integrated mapping tools -Ad-Hoc Messaging -Notification test environment -Two-way Communication via email and SMS	\$13,000	\$13,000
Automated Alerts Automated Alerts received from the National Weather Service and dispersed to subscribers by geo-location	Included	Included
Residential Database Verified residential contact records including names, addresses and phone numbers to leverage during emergency communications	Included	Included
Geofencing	Included	Included
Support – Q&A, troubleshooting and user assistance Emergency support is 24/7/365	Included	Included
Web-based Training – Custom dedicated training for organization employees via web-based conferencing.	Included	Included
Online Resources – Online group training via video demo or webinar. Demonstrative video library available 24/7 to each user	Included	Included
Total	\$13,000	\$13,000*

*Pricing tier assigned based on user and support requirements. Recurring subscription pricing is subject to normal product pricing changes not to exceed an increase of 3% per year.

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the "Service") for the term of this SOW #1 in consideration of the payments described herein. Client shall be responsible for all activity occurring under Client's account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW #1. Client shall (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security, (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client, and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service

Term & Payment

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW #1 is hereby attached.
2. This SOW #1 shall remain in effect for a period of one year (12 months) from October 1, 2018.

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- 3 The First Year Fees shall be invoiced October 1, 2018
- 4 Renewal Term Annual Services shall be invoiced on October 1 of relevant calendar years, beginning October 1, 2019. Annual services are subject to a 3% annual increase beginning in the second year of service.
- 5 The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee

CivicReady Functionality

- 6 CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet-hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Wise County, Texas. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America

CivicReady Appropriate Use of Service

7. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client
8. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

9. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client
- 10 CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information

Account Information and Privacy

- 11 CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

12. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

- 13 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a



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particular purpose and non-infringement of third party rights) We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control

- 14. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct

. Disclaimer of Warranties


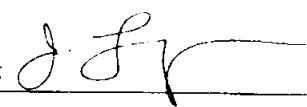
- 15. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS

Internet Delays

- 16. CIVICPLUS'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 17. CivicPlus shall extend bundled pricing consideration to any surrounding cities or counties to Client purchasing CivicPlus products
- 18. Any tax funded entity within the geographic boundaries of Client (Wise County, Texas) can sign on with own Administration/User at no additional cost
- 19. Client may add IPAWS to their account in consideration of an additional \$1,500 annually, subject to the terms and conditions herein, contingent on FEMA IPAWS certification.

Acceptance

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

Client	CivicPlus
By: 	By: 
Name: <u>J.O. Clark</u>	Name: <u>Jeff Logan</u>
Title: <u>County Judge</u>	Title: <u>Vice President of Sales</u>
Date: <u>6/25/14</u>	Date: <u>6/25/2018</u>