SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC, ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and the City of Parma, Ohio ("Customer") with its principal place of business at 6611 Ridge Road, Parma, OH 44129 is made effective as of 03/01/2019 ("Effective Date") and shall remain effective for one-year from the effective date.

The parties hereto may agree to extend this Service Agreement for one-year periods following the initial effective period at a cost not to exceed $22,500 for each such subsequent year until and unless said parties decide to either terminate this Service Agreement as provided herein or otherwise renegotiate the terms hereof.

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form (hereinafter "Order Form"), attached hereto as Exhibit A and made part hereof, in consideration of the fees and terms described in the Order Form.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration, and all other services set forth in the CitizenServe Proposal for the First Suburbs Development Council (hereinafter "RFP"), attached hereto as Exhibit B and made part hereof.

Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives. The Customer anticipates starting the implementation process in January and a "go live" date with one or more modules in May.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

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

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form. In the event Customer terminates for cause, the Customer will not be responsible for payments under this Agreement from the time when the cause of termination occurs until Services are discontinued.

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe 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.

Further, upon any termination of this Agreement, the terminating party shall provide written notice of termination to the non-terminating party via certified mail return receipt requested at the following address:

Parma
Public Safety Director
6611 Ridge Road
Parma, OH 44129

CitizenServe
Account Manager Ray Barker
1101 E. Warner Rd.
Tempe, AZ 85284

5. SUPPORT SERVICES

Support Services include unlimited remote service and support during normal business hours (M-F 8 AM – 5 PM EST, excluding CitizenServe observed Holidays) and 24x7 for emergency support. CitizenServe will begin working on service impacting support issues within 4 hours of the time the issue is reported. Routine support will be responded to within 8 hours. Service Provider will use commercially reasonable efforts to keep the SAAS System available on a 24 hour a day, 7 day a week basis, via web site access, subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on Sundays and communicated in advance) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Services.

6. ACCEPTABLE USE:

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

7. 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 Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

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

CitizenServe 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.

9. ACCEPTANCE:

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

Customer: "Customer"   Online Solutions,
                                                   LLC

Date: _____

                                                   Date: _____

Signature: _____

                                                   Signature: _____

Print
Name: _____

                                                   Print Name: _____

Title: _____

                                                   Title: _____