AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request: 3/1/2013 **Contractual Deadline:** 3/31/2013 **Received in Administration:** 3/1/2013

Desired Agenda Date: 3/19/2013 **Amount of Discussion Time Desired:** None.

Action Requested: Please review for BOCC approval.

Parties to the Agreement: Gunnison County / CivicPlus

Term Begins: Project Completion **Term Ends:** 24 months **Grant Contract #:**

Summary: This contract is for the CivicPlus Extreme Website Makeover Contest that the County won in January 2013. Mike Lee has reviewed the contract and is in agreement to move forward. Per Mike's request, the optional LDAP Integration was added to the base contract, and he intends to pay the $1,800 fee from his Help Desk budget.

Recommendation: BOCC approval.

Fiscal Impact: $1,800 for the first 24 months after project completion.

Submitted by: County Manager's Office **Return To:** County Manager's Office

Finance Department Review: ● Required ○ Not Required

Comments: Sufficient budget in Help-Desk account to cover this cost.

Signature 3/1/13 Discharge Date

County Attorney Review: ● Required ○ Not Required

Comments:

RECEIVED MAR - 4 2013 COUNTY ATTORNEY

OK DB 3/5/13

Certificate of Insurance Required

Yes ____ No ✓ Initials

Signature Discharge Date

Returned to Administration: 3/5/13 **Original Returned:**

County Manager Approval:

Signature 3/19/13 Date 3-5-13

● Consent Agenda ○ Regular Agenda Time Allotted: 3

Revised January 2011

Extreme Website Makeover Grand Prize

Organization	Gunnison County			URL	http://www.gunnisoncounty.org
Street Address	200 E. Virginia				
Address 2					
City	Gunnison	State	CO	Postal Code	81230

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone	Mike Lee; (970) 349-2150.
Emergency Contact & Mobile Phone	Whit Runion; (970) 641-7921.
Emergency Contact & Mobile Phone	Katherine Haase; (970) 275-5208.

Billing Contact	Mike Lee			E-Mail	mlee@gunnisoncounty.org
Phone	(970) 641-1410	Ext.		Fax	
Billing Address	200 E. Virginia				
Address 2					
City	Gunnison	ST	CO	Postal Code	81230
Tax ID #	84-6000770			Sales Tax Exempt #	98-02498-0000
Billing Terms	Grand Prize EW Makeover			Account Rep	Will Spicer
Info Required on Invoice (PO or Job #)					

Contract Contact	Mike Lee			Email	mlee@gunnisoncounty.org
Phone	(970) 641-1410	Ext.		Fax	

Project Contact	Katherine Haase			Email	khaase@gunnisoncounty.org
Phone	(970) 641-7601	Ext.		Fax	(970) 641-3061

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for Gunnison County ("Client") that includes all functionality as defined in Exhibits attached.
2. CivicPlus will provide the Grand Prize winner of the 2012 Extreme Website Makeover ("EWM") contest with website development and implementation of the CivicPlus community engagement system and software as defined in Exhibit A.
3. CivicPlus will waive fees for website design, system implementation and setup, training, hosting, software maintenance, software upgrades and support as defined in Exhibit A. Limitations on services provided as part of the 2012 EWM are covered in Exhibit A.
4. CivicPlus will waive Annual Support, Maintenance and Hosting Fees as defined in Exhibit B, attached hereto, for two years from the date of the signing of this agreement.

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Additional Services

5. Services that involve billable time beyond the contract scope as defined in Exhibits A and B will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred. Additional services are payable at the time of performance of additional work.
6. Services that involve billable time beyond the contract scope as defined in Exhibits A and B that are requested and required as a part of this contract are covered in Exhibit C and are billable according to the billing terms and conditions noted below.

Billing & Payment Terms

7. For services involving billable time as defined in Exhibit C, one-third of the total fee will be billed upon completion of design; one-third of the total fee will be billed upon completion of content. The remainder of the fee and any additional project development services will be invoiced upon the completion of training.
8. The Client shall sign a project completion and acceptance form prior to project launch. The date may be extended if material system or operational failures are encountered. Immediately upon completion of training, the final bill for additional project development services as defined in Exhibit C will be billable and payable. All Parties agree that the website will not launch until the project is accepted in writing by the Client.
9. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date. Invoicing for Year 3 Annual Support, Maintenance & Hosting begins two (2) years from contract signing.

Agreement Renewal

10. This Marketing Agreement, in conjunction with the End User License Agreement (EULA), is effective for two years from the date of signing, at which time a new contract may be implemented or services terminated. In the event a new contract is implemented, Annual Support, Maintenance and Hosting fees begin at a base of $4,294 subject to an annual technology investment and benefit fee of 5 percent (%).
11. After the initial two-year contest period, if the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
12. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay $250 per completed request. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content and CivicPlus Government Content Management System ("GCMS") software.

Content Marketing

13. Client agrees to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
14. Client agrees to be recognized as a featured client on the CivicPlus website and in any CivicPlus marketing materials at least twice during the term of this Agreement; one to be shortly after the project launch date, the second to be mutually determined by the parties.
15. Client will cooperate with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project launch date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
16. Client will cooperate with the CivicPlus Marketing Department to create a case study related to their website, to be completed within four months of their project launch date.
17. Client will provide the CivicPlus Marketing Department a letter of recommendation within three months of their launch date. Marketing may provide "talking points" for the letter.
18. If the opportunity exists, Client will attend one conference to participate in a joint presentation with CivicPlus regarding their website project.
19. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client also agrees to display an "Extreme Makeover Winner" insignia on their home page for two years from the launch date. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission. Client further permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.

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Support

20. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
21. Support includes providing technical support of the GCMS software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
22. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
23. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Acceptance

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

Gunnison County	Date
CivicPlus	Date

Sign and Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager Fax: 785-587-8951	CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from February 7, 2013.

Project Development	**$36,193**
First and Second Years Annual Support, Maintenance & Hosting *Server Storage not to exceed 15 GB; Media Center Storage not to exceed 10 GB*	**Included**
Additional Functionality *LDAP Integration ($1,200 set up fee, $300 annual fee for each of Years 1 and 2)*	**$1,800**
Extreme Website Makeover Discount	**-$36,193**
Total Fees Year 1 and 2	**$1,800**

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Project Development

Phase 1: Analysis and Timeline Development Deliverable: Project Timeline and worksheets	**$2,569**
Phase 2: Website Design Deliverable: Website Design Composition	**$5,509**
Phase 3: Navigation Architecture Development Deliverable: Navigation structure optimized for your website	**$1,979**
Phase 4: Modules and Site Setup Deliverable: Set up fully functional site, software that runs the site, and site's statistical analysis.	**$4,696**
Phase 5: Content Development Deliverable: Website content development and module content.	**$8,400**
Phase 6: Test and Review, Establish Future Expectations Deliverable: List of items that need to be addressed	**$2,671**
Phase 7: 3 Days of On-Site Training for up to 12 employees *Quote includes travel expenses ($80 per person per day for the 13th attendee and beyond)* Deliverable: Train System Administrator(s) on GCMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	**$7,911**
Phase 8: Website Launch and Project Review Deliverable: Final project review report	**$1,904**
Phase 9: Marketing Deliverable: Registration of site with all major search engines	**$554**
Phase 10: Ongoing Consultation Deliverable: Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	**Included**
Additional Functionality	
Google Translation Tool	**Included**
LDAP Integration (set-up)	**$1,200**
LDAP Integration ($300 annual fee for first and second years)	**$600**
Gov 2.0 Upgrades	
Blog Share	**Included**
Facebook Integration Twitter Integration	**Included**
Options Included in One-Time Fee	
Total Project Development Fee	**$36,193**
First and Second Years Annual Support, Maintenance and Hosting Fee Server storage not to exceed 15 GB; Media Center storage not to exceed 10 GB	**Included**
Extreme Website Makeover Discount	**-$36,193**
Total Fees Year 1 and 2	**$1,800**

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Project Development Includes the Following:

Modules	Functionality
• Agenda Center	• Action Items Queue
• Alerts Center & Emergency Alert Notification	• Audit Trail / History Log
• Archive Center	• Automated PDF Converter
• Bid Postings	• Automatic Content Archiving
• Blog	• Content Library
• Business/Resource Directory	• Dynamic Breadcrumbs
• Calendar	• Dynamic Sitemap
• Carbon Calculator	• Expiring Items Library
• Citizen Request Tracker™ (5 users)	• Generic Mobile App (iOS & Android)
• Community Voice™	• Graphic Link Administration
• Document Center	• Links Redirect and Broken Links Finder
• ePayment Center	• Menu Management
• Facilities & Reservations	• Mouse-over Menu Structure
• Frequently Asked Questions	• MuniMobile™
• Forms Center	• Online Editor for Editing and Page Creation (WYSIWYG)
• Healthy City	• Online Web Statistics (Only with CivicPlus Hosting)
• Intranet	• Page Wizard w/Multiple Layouts
• Job Postings	• Printer Friendly/Email Page
• License & Permits	• Rotating Content
• Media Center with Live Streaming Video	• RSS
• My Dashboard	• Search Engine Registration
• News Flash	• Site Layout Options
• Notify Me® Email & SMS Text Subscription	• Site Search & Entry Log
• Online Job Application with 1 Generic Application	• Slideshow
• Opinion Poll	• Social Media Integration (Facebook & Twitter)
• Photo Gallery	• User & Group Administration Rights
• Postcard	• Web Page Upload Utility
• Quick Links	• Website Administrative Log
• Real Estate Locator	
• Spotlight	
• Staff Directory	

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Exhibit B - Annual Support, Maintenance and Hosting Services

Free for two years from the signing of this Agreement; thereafter, at a base fee of $4,294, subject to annual increases of 5%.

Year 3 (2015) Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 15 Media Center Storage not to exceed 10 GB		**$4,294**
Support, Maintenance & Hosting Services Include:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

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Exhibit C- Additional Services

Options	One-Time Fee
Pre-Implementation: On-Site Kick-Off Meeting Minimum three days meeting with website committee to discuss design goals, review audience goals and meet with departments to kick-off with a project overview *Quote includes travel expenses.* Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered.	$7,600
Pre-Implementation: On-Site Strategic Planning with Individual Departments Minimum three days of meetings (up to 12 departments) to interpret current processes and services, resulting in recommendation for website solutions. *Quote includes travel expenses.* Deliverable: A document summarizing the meetings, with analysis and recommendations. Design information gathered.	$7,600
Phase 3: Onsite Meeting for Individualized Content Planning Minimum three days (up to 12 Departments) to analyze call logs, review assignments, review individual sections' navigation, identify services/needs of departments, demonstrate best practices, review functionality and how it applies to individual sections. *Quote includes travel expenses.* Deliverable: Presentation on best practices, review worksheet assignments and review design composite.	$7,600
Phase 7: Two days On-Site Training/Consulting Review website with department administrators and provide additional time for basic learners. Review website procedures. Must be held concurrently with original on-site training session.	Optional
Phase 7: Laptop Lab Laptops for use in your CivicPlus training session.	Price Varies
Phase 8: Website Presentation Two days of on-site meetings to present website to stakeholders. *Quote includes travel expenses.*	Optional
Post-Training: Three Month Checkup Held three months after Go-Live, includes two days of additional consultation/training. *Quote includes travel expenses.*	Optional
Post-Training: Three Day Annual Refresher One day of consultation, two days refresher/advanced training. *Quote includes travel expenses.*	Optional
Virtual Webmaster: 5 Hours of Content Updates per month.	Optional $5,700 Annual Minimum
Recurring Training: Training on new functionality and services • New User Training – 3 hour training for new users to learn basic features of the GCMS. • Refresher Training / New Module Training – 3 hour session designed to refresh existing users as well as to train them on new modules. • New Feature Overview – 3 hour session designed to make users aware of recently released modules and features. • Website Review Consulting – 1 hour-long, in-depth review of the client website followed by a 2 hour session with client users.	Optional $2,000 Annually

Functionality Options	One-Time	Annual
Custom Client Mobile App (iOS & Android)	$4,500	$1,200
Department Header Package	$3,100	$650 (2nd Year and Beyond)
LDAP Integration	$1,200	$300
New Logo Development	$5,000	n/a
New Logo Development with Branding & Graphics Development	$7,000	n/a
Subsite	$8,000	$1,575 (2nd Year and Beyond)

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END-USER LICENSE AGREEMENT

IMPORTANT - READ THIS CAREFULLY: This CivicPlus End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Icon Enterprises, Inc., d/b/a CivicPlus (CivicPlus) for the CivicPlus Service, Software and Output as defined below.

SERVICE refers to any one-time or recurring services to be provided as a standard part of the CivicPlus software and service package, including but not limited to website design, setup, programming and training, hosting, software maintenance, software upgrades, support, backup procedures and disaster recovery.

SOFTWARE refers to the proprietary CivicPlus Government Content Management System (CMS) and its associated functionality and modules.

OUTPUT refers to the content placed on website pages and within website modules by the purchasing user using the CivicPlus CMS.

The Software is not for sale. The Software is licensed to you as the end user. The Service and use of the Software is only provided while this agreement is in full force and effect.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST REJECT THIS AGREEMENT IN WRITING WITHIN FIVE (5) DAYS OF RECEIPT BY E-MAILING EULA-REJECTION@CIVICPLUS.COM AND INCLUDING YOUR ORGANIZATION NAME, YOUR NAME AND YOUR CONTACT INFORMATION. UPON RECEIPT, THIS AGREEMENT AND YOUR PURCHASE ORDER WILL BE NULL AND VOID.

License Grant and Restrictions CivicPlus hereby grants you a non-exclusive, non-transferable right to use the Software subject to the terms and conditions of this Agreement, solely for your own internal business purposes. All rights not expressly granted to you are reserved by CivicPlus. CivicPlus reserves the right to change the terms of this Agreement by notifying you of new or amended terms.

You may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way or reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.

Intellectual Property Ownership CivicPlus alone shall own all right, title and interest, including all related intellectual property rights, in and to the Software and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to CivicPlus by you or any other party relating to the Software. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the intellectual property rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Software are trademarks of CivicPlus or third parties, and no right or license is granted to use them.

You assume full responsibility for website content maintenance and content administration. You shall have sole responsibility for the accuracy, quality, integrity, legality, liability, appropriateness, and intellectual property ownership or right to use all client-created content.

Billing & Payment Terms All parties agree that the website will not go live until the project is accepted in writing by you.

Termination This EULA is effective for two years following the date of signing the Marketing Agreement, at which time a new contract may be implemented or services terminated. You may terminate it at any time by contacting a verified CivicPlus representative. This EULA will terminate if you do not comply with any terms and conditions. Any breach of this Agreement or unauthorized use of the Software will be deemed a material breach of this Agreement. CivicPlus, in its sole discretion, may terminate your use of the Software if you breach or otherwise fail to comply with this Agreement.

Disclaimer of Warranties CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ERRORS OR DEFECTS WILL BE CORRECTED, OR (D) THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE IS PROVIDED TO YOU 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.

CIVICPLUS DOES NOT WARRANT THAT THE OUTPUT PRODUCED BY THE SOFTWARE IS DIRECTLY APPLICABLE TO YOUR INTENDED AUDIENCE. IT IS YOUR RESPONSIBILITY TO VERIFY THE APPLICABILITY OF THE OUTPUT PRODUCED BY THE SOFTWARE. IN NO EVENT SHALL CIVICPLUS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF POSSIBLE NONAPPLICABILITY OF THE OUTPUT.

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Limitation of Liability IN NO EVENT SHALL CIVICPLUS' AGGREGATE LIABILITY EXCEED TEN DOLLARS. IN NO EVENT SHALL CIVICPLUS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE SOFTWARE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Additional Rights Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

General
This Agreement shall be governed by Kansas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Topeka, Kansas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of CivicPlus to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CivicPlus in writing. This Agreement is the entire agreement between you and CivicPlus and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

--END OF AGREEMENT-