WEBQA MASTER SERVICE(S) AGREEMENT
For GovQA FOIA Applications

SCHEDULE A

A. Service(s) Descriptions:
The GovQA service(s) provides by WebQA is the FOIA platform that posts all Open Records information and captures all requests received via letter, website, email, fax, or walk-in. Unlimited seats will be provided and all data is owned by the customer. FOIA components included are:

- [X] FOIA Systems
- [X] FOIA Portal
- [ ] FOIA Public Archive
- [ ] FOIA Payments
- [ ] Other

B. WebQA Agrees To The Following Functionality:
(a) One-time setup of Landing Page with Icons and Links to Customer Help areas
(b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
(c) One-time setup and load of 25 Answers into knowledgebase
(d) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
(e) Forms and Letter templates: Up to 10 custom letter templates
(f) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at $95/hr.
(g) Special Implementation Action (Integrations, etc.):

C. Customer Agrees To:
(a) Hold an implementation kickoff meeting with WebQA 15 days after contract signing.
(b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support:
(a) One Online Administrator training
(b) Two Online training session for all users
(c) Ongoing support through system videos and knowledgebase
(d) Periodic webinars to train and update customers on new features
(e) Optional ___ additional hours of online end-user training at $125/hr
(f) Optional ___ days of On-Site Training ($1,800 per day plus expenses)
(g) NOTE: Customer will log ALL ISSUES, including high-priority, into WEBQA SUPPORT PORTAL at www.supporqa.com to receive service.

E. Fees:
Modules above include all service upgrades at a subscription cost per month for term of:

- Implementation and Training At a one-time cost of:
  - Data: Customer data is owned by customer. 10 GB storage free; additional 10GB is $20/mo
  - Implementation and Training: $250
  - Data: $2,500

F. Terms:
Original Services Annual Billable Term Starting: October 1, 2013 Ending: September 30, 2016. Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WebQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Annual increases within original term will not exceed more than three percent. Renewal terms will not increase by more than eight percent.

G. Billing:
All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the Annual Billable Term, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>City of Menlo Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Contact Name:</td>
<td>Clay J. Curtin</td>
</tr>
<tr>
<td>Title:</td>
<td>Assistant to the City Manager</td>
</tr>
<tr>
<td>Address:</td>
<td>701 Laurel Street City: Menlo Park State: CA Zip: 94025</td>
</tr>
<tr>
<td>Work Phone: (650) 330-6615</td>
<td>Cell: (650) 391-3850</td>
</tr>
</tbody>
</table>

| Billing Contact Name: | Clay J. Curtin |
| Title: | Assistant to the City Manager |
| Address: | 701 Laurel Street City: Menlo Park State: CA Zip: 94025 |
| Work Phone: (650) 330-6615 | Cell: (650) 391-3850 | Email: cjcurtin@menlopark.org Fax: (650) 328-7935 |

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Menlo Park CA and GovQA FOIA Systems

Party Initials:
WEBQA MASTER SERVICE(S) AGREEMENT
For GovQA FOIA Applications

THIS MASTER SERVICE(S) AGREEMENT (the “Agreement”) between WEBQA, Inc. (“WEBQA”) with its principal place of business at 900 S. Frontage Road, Suite 101 Woodridge, IL, 60517 and the City of Menlo Park, a city with its principal place of business at 701 Laurel Street, Menlo Park, CA 94025 (“Customer”) is made effective as of October 1, 2013 (“Effective Date”).

1. WEBQA DELIVERY OF SERVICE(S):
WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WEBQA Service(s) on the Authorized Website(s) identified in the attached Addendum A in consideration of the fees and terms described in Addendum A. This Agreement will also govern all additional Addendums for Service(s).

2. CUSTOMER RESPONSIBILITIES:
Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WEBQA. However, Customer will retain ownership of all its data in the system.
Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) that the system will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (3) that it will maintain the Authorized Website(s) identified in Addendum A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer’s behalf, and allow a “Powered by GovQA” logo with a hyperlink to WEBQA’s website home page on the Authorized Website.

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

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

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

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

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

Upon any termination, WEBQA will discontinue Service(s) under this agreement; WEBQA will provide Customer with an electronic copy of all of Customer’s data, if requested and for a cost of no more than $2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

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

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

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

9. MISCELLANEOUS PROVISIONS:
This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

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

Customer: City of Menlo Park, CA
Signature: [Signature]

Print Name: Clay J. Curtin
Title: Assistant to the City Manager

WEBQA, Inc.
Signature: [Signature]

Print Name: John Dilenschneider
Title: CEO
Date: 10-1-15

10/1/2013
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Menlo Park CA and GovQA FOIA Systems

Party Initials: [Signature]
WebQA Inc.
d/b/a GovQA
900 S. Frontage Rd Suite 110
Woodridge, IL 60517

Bill To

City of Menlo Park, CA
Attn: Pam Aguilar
701 Laurel Street
Menlo Park, CA 94025

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<td>GovQA FOIA - Freedom of Information Act - Open Records Module - Annual Billing Term 10/1/17 through 9/30/18 per Signed Contract Dated 10/1/13</td>
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<td>GovQA FOIA - Freedom of Information Act - Open Records Module - Annual Billing Term 10/1/17 through 9/30/18 per Signed Contract Dated 10/1/13</td>
<td>12</td>
<td>285.00</td>
<td>3,420.00</td>
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For questions please contact Grace Walus at 630-633-7354 or Gwalus@govqa.com

Total $3,420.00