

RESOLUTION RE: AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE DESIGN AND HOSTING SERVICES

- WHEREAS,** the current Village of Larchmont website, created in 2005 on Wordpress, and has reached the end of its useful life; and
- WHEREAS,** the Village Board has established the goal in recent years of renovating the Village website into an active, vibrant, modern, and user-friendly portal for residents, merchants, and visitors alike; and
- WHEREAS,** the Village’s Technology Committee began the framework of a new Village website by creating a sample menu hierarchy for a new website in 2019, by which a new website would then be structured; and
- WHEREAS,** the Village Board allocated funding of \$20,000 in the FY 2021-22 Capital Budget for the purpose of creating a new website; and
- WHEREAS,** staff engaged six prominent website vendors and evaluated them based on a set of criteria that included, but was not limited to, responsiveness, customization, system flexibility, training methodology, ADA compliance, user-friendliness externally and internally, and inclusion of several key features such as community and emergency notifications, agenda calendar management, story highlights, and social media integration; and
- WHEREAS,** after interviewing the vendors through initial website demonstrations, two finalist vendors were chosen to provide a secondary presentation and demonstration to the Village Board of Trustees on June 30, 2022; and
- WHEREAS,** after consideration of the demonstrations and review of answers to follow-up questions, staff recommends Revize Software Systems, 150 Kirts Blvd, Troy, MI 48084 (“Revize LLC”), as the Village’s new website vendor at a cost of \$14,300 for implementation and \$3,400 per year in maintenance; now therefore be it
- RESOLVED,** that the Village Administrator is herein authorized to execute a professional services agreement with Revize LLC for a combined implementation and first-year maintenance cost of \$17,700, in substantially the same form as attached hereto, subject to the review and approval by the Village Attorney; and be it further

RESOLVED, that funds from the Village Website Capital Project Account H1-1997-1620-500-14 be used to fund the combined implementation and first-year maintenance cost totaling \$17,700, with future annual maintenance costs being allocated to the appropriate General Fund account beginning in FY 2023-24; and be it further

RESOLVED, that the Village Administrator is here in authorized to undertake all administrative acts required pursuant to the Agreement.

Submitted by: Village Administrator
Date: July 15, 2022
For: July 18, 2022

MEMORANDUM



To: Justin Datino, Village Administrator

From: Aylone Katzin, Assistant Village Administrator

Date: June 24, 2022

Re: Website Redesign Vendor Recommendation

In an effort to facilitate the redesign of the Village website, I initiated a comprehensive search of relevant website vendors with an eye towards those that service municipalities. I reached out to six different website vendors, five of which are actively used by municipalities in Westchester County, and one additional one used outside the County. I discussed the needs of the Village of Larchmont for a new website, including the following goals the Village would like to achieve:

1. The new website should maximize easy accessibility and transparency for all residents and visitors, with the guideline that most content should be no more than two clicks away from the homepage;
2. The new website should modernize the internet presence of the Village with a crisp, clear, contemporary design; and
3. The new website supports the communication needs of the Village effectively with well-organized and up-to-date information on the Village's services, events, policy discussions and major initiatives.

I sat through a demonstration with each vendor, noted specific examples of features that their products could provide based on existing clients, and walked through the backend of each vendor's websites to understand the layout and functionality of the website administration and maintenance.

Finally, I received a quote and proposal document from each vendor, including additional functions and features that may be of interest to the Village. Here is the list of vendors, in alphabetical order:

- Aspire Digital Solutions – used by the Town of Bedford
- CivicPlus – used by multiple municipalities throughout the County and the United States
- EvoGov – used outside Westchester County by multiple municipalities
- Granicus – used by the City of Rye and by multiple municipalities through the United States
- ProudCity – used by the Village of Rye Brook
- Revize – used by the Town/Village of Mount Kisco

The following page contains a table of key comparisons for all vendors.

Vendor/Criteria	Aspire	CivicPlus	EvoGov	Granicus	ProudCity	Revize
Hosting Platform	Wordpress	Own product	Own product	Own product	Wordpress	Own product
MFA Security for User Logins	Currently in development	MFA option(s) available	MFA option(s) available	MFA option(s) available	MFA option(s) available	MFA option(s) available
Built-in Emergency Notifications Service	Have third-party emergency notification vendors	Have their own emergency notification module, or can integrate with a different vendor	Have a 311 system built in with their product. Currently developing a system with two-way capabilities	Have a mass communication component built in, but not intended for emergencies	Can utilize the built-in press release notifications tool	Can utilize the built-in press release notifications tool
Press Release / Newsletter Service	Can create through CRM. Two-step process. RSS feed also comes at an additional charge and configuration.	Have NotifyMe, provided with the product	Provide a press release / newsletter function, and can assist in designing the templates	Available through govDelivery add-on	Have a notification tool and can also integrate with other vendors	Have a newsletter/press release module
Agenda Center & Meetings Calendar	Agendas can be posted right to the meeting calendar	Both modules provided	Both modules provided	Calendar functionality w/o agenda module	Would need to add a meetings add-on component	Both modules provided
Relevant Add-On Components	N/A	N/A	Elastic Search	govDelivery	Meetings Search Plus	Public Service CRM Curated Search
Implementation: Base Product Add-Ons	\$46,975	\$10,130	\$7,290	\$15,000 \$2,900	\$4,000 \$1,000	\$12,300 \$4,000
Annual Maint: Base Product Add-Ons	\$4,188	(5% annual incr) \$8,602	\$1,800 \$2,000	(5% annual incr) (waived 1 st yr) \$4,000 \$6,000	\$1,800 \$3,000	\$2,400 \$1,000
Total 1st Yr	\$51,163	\$18,732	\$11,090	\$17,900	\$9,800	\$19,700
Total 2nd Yr	\$4,188	\$9,032	\$3,800	\$10,600	\$4,800	\$3,400
Total 3rd Yr	\$4,188	\$9,484	\$3,800	\$11,236	\$4,800	\$3,400

All vendors provided the following functionality and benefits:

- Utilizing Google Analytics as the primary hosting analytics tool
- Ability to create redirects and shortcut urls from long complex hyperlinks
- Web data backup and security measures on their end
- Unlimited number of users can be created
- Customer support, in the form of online FAQ pages and live support
- Basic forms component (with offer of advanced/complex forms as an add-on...i.e. building permits)
- Color customization and guidance during implementation
- Ability to create an easy-to-use and prominently-placed search bar
- Documents center
- Project highlights component on front page
- Flexible page template editor
- Ability to insert iFrames for external modules

In consideration of each vendor’s benefits and drawbacks highlighted during the demonstrations and interviews, costs, and supporting comments from references, I recommend that the Village consider Revize for the redesign of the Village of Larchmont’s website. Revize’s sales representative showed great responsiveness to my email inquiries, and their product has several advantages:

- They host their own platform rather than using a third party such as Wordpress, which is known to be a popular cybersecurity target
- They have advanced security measures that come with their own hosted product
- They have an existing 3-1-1 system that comes with the product for all clients signing up in 2022
- They have a newsletter/press release function that they help design during implementation

From a cost perspective, Revize’s first year cost is \$19,700, which meets the FY 2022-23 budget allocation of \$20,000. Implementation costs include: \$12,300 for the standard product, plus \$4,000 for additional features, including a Customer Relationship Management (CRM) public service request form and a curated search functionality that provides results as one uses the website’s searchbar. As for annual costs, Revize’s product ranks as the least expensive annual cost. They have also offered a commitment to maintain the annual maintenance fees without any increases for a period of 3-5 years.

The next best vendor based on the search is CivicPlus. They have several advantages to Revize in terms of their own hosting capabilities, emergency alerts system, and press release functionality. The major disadvantage is a high annual maintenance fee combined with a 5% annual escalator. In addition, they also offer an add-on newsletter module that creates template newsletters (built during implementation), but is not able to send custom text messages within that add-on (the base product is able to do so).

Based on a score of criteria from my notes, the vendors scored in the following order of preference:

- | | | |
|--------------|-------------|--------------|
| 1. Revize | 3. EvoGov | 5. Aspire |
| 2. CivicPlus | 4. Granicus | 6. ProudCity |

I recommend having both Revize and CivicPlus each provide a one-hour demonstration with Q&A for the Village Board on Thursday, June 30, 2022 from 1-3PM. In advance of the demonstrations, if you have an opportunity to review some completed work products of these vendors, I recommend the following:

Revize

- Village of Fairport, NY:
www.village.fairport.ny.us
- Town/Village of Mount Kisco, NY:
www.mountkisco.ny.gov
- City of New Brunswick, NJ:
www.cityofnewbrunswick.org
- City of Des Moines, IA:
www.dsm.city
- City of Bardstown, KY:
www.cityofbardstown.org
- Town of Southington, CT:
www.southington.org

CivicPlus

- Village of Scarsdale, NY:
www.scarsdale.com
- City of New Rochelle, NY:
www.newrochelleny.com
- Town of Brookhaven, NY:
www.brookhavenny.gov
- Orange County, NY:
www.orangecountygov.com
- Town of Babylon, NY:
www.townofbabylon.com
- Loudoun County, VA:
www.loudoun.gov

Revize Web Services Sales Agreement

This Sales Agreement is between The Village of Larchmont, New York (“CLIENT”) and Revize LLC, aka Revize Software Systems, (“Revize”). Federal Tax ID# 20-5000179 Date: 07/15/2022

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>Village of Larchmont</u>	Revize Software Systems
Company Address: <u>120 Larchmont Ave</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Larchmont, NY 10538</u>	Troy, MI 48084
Contact Name: <u>Aylone Katzin akatzin@larchmontny.gov (914) 834-6230</u>	248-269-9263
Current Website Address: <u>www.villageoflarchmont.org</u>	
New Website Address: <u>www.larchmontny.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	Phase 1: Project Planning and Analysis, Scope of Work, one-time fee:	\$800.00
1	Phase 2 – Discovery & Design from Scratch, one-time fee: <ul style="list-style-type: none"> • 1 home page design concept, 1 inner page design concept and layout, multiple rounds of revisions are included 	\$3,600.00
1	Phase 3 & 4 – Revize Template Development, one-time fee: <ul style="list-style-type: none"> • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications 	\$5,500.00
1	Phase 5 – Quality Assurance Testing, one-time fee:	\$900.00
1	Phase 6 – Content Migration up to 1,500 webpages and documents, one-time fee: <ul style="list-style-type: none"> • Site map development and content migration from old website to new. Includes spell checking, style corrections, and reformatting. 	\$1,500.00
1	Phase 7 – Revize Content Editor Training, one-time fee: <ul style="list-style-type: none"> • A Revize Trainer will conduct a one or two-day, remote training session. The training session will be roughly 3-4 hours in length, or 2 hours each day for two-day sessions. All interested employees are welcome to attend. 	Included
1	Phase 8 – Go-Live, Revize will walk client through all “go-live” steps	Included
1	Revize Interactive Forms Application with Bookables, one-time fee:	\$2,000.00
1	Revize Annual CMS Software Subscription, Interactive Forms App Software Subscription, Unlimited Tech Support, CMS Updates, Website Hosting, Unlimited Users, 10 GB website storage, 100GB/Month Bandwidth, SSL Security Certificate Included, annual recurring fee:	\$3,400.00
1	Grand Total First Year	\$17,700.00

Revize Website Project Payment Schedule

Payment Amount	Estimated Due Date	Payment Includes
\$13,275.00	08/15/2022	75% of Project Cost + 75% of Year 1 Annual Hosting & Maintenance
\$ 4,425.00	TBD: Upon completion of Phase 7: Content Editor Training after website completion	Remaining 25% of Project Cost + Remaining 25% of Year 1 Annual Hosting & Maintenance
\$ 3,400.00	08/15/2023	Year 2 Annual Hosting & Maintenance
\$ 3,400.00	08/15/2024	Year 3 Annual Hosting & Maintenance
\$ 3,400.00	08/15/2025	Year 4 Annual Hosting & Maintenance
\$ 3,400.00	08/15/2026	Year 5 Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Robert Suchomel

Title of Authorized Person

Account Manager

Date:

Please sign and return to:

Robert@revize.com

Fax 1-866-346-8880

ADA Compliance Disclaimer:

Revize designs and develops all websites to be ADA Compliant according to the WC3 Consortium Web Content Accessibility Guideline at the 2.1 AA Level.

Terms:

1. Five-year agreement. Revize will provide a free redesign beginning in year 4 after 3 completed years of service.
2. Payments: All Invoices are due according to the due date on forthcoming invoice. All sent invoices will be due on a net 30 business day billing cycle.
3. Revize requires payments to be made according to the payment schedule listed on page 2.
4. Additional content migration, if requested, is available for \$3 per web page or document.
5. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
6. This agreement is the only legal document governing this sale & the proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the state of New York.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. The CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, the CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. The CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. The CLIENT owns the design, content, and will receive software updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Revize expects to complete phase 7 (training) of this project within 18-24 weeks from the date of the project kickoff meeting. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. The CLIENT's decision to delay go-live for any reason, unrelated to a functional defect making the site inoperable, does not constitute breach of contract on the part of Revize. The CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. The CLIENT further understands that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize.

Copyright Indemnity:

Revize will defend, hold harmless and indemnify Client from any infringement claim and indemnify any loss arising out of an infringement claim as set forth in the following paragraphs.

If Revize determines that an infringement claim is valid, Revize may, at its expense, either (i) obtain rights for Client to continue using Revize offerings or (ii) modify Revize's offerings while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Revize may terminate Client's right to use the Revize offerings and will refund any applicable services fees and unused portion of fees paid for term licenses, subscriptions and maintenance.

Revize has no obligation to defend an infringement claim or to indemnify Client to the extent the infringement claim arises out of (i) the combination or integration of Revize offerings with a product, process, system, or element that Revize has not supplied or specified in its documentation; or (ii) alteration of Revize's offerings by anyone other than Revize or its subcontractors.

Breach Reporting Requirements, Incident Reporting Requirements & Security Incident Response:

The VENDOR shall inform the CLIENT of any data breach or security incident.

- a. Security Incident Reporting Requirements: The vendor shall report a security incident to the appropriate CLIENT identified contact immediately
- b. Breach Reporting Requirements: If the vendor has actual knowledge of a confirmed data breach that affects the security of any CLIENT content that is subject to applicable data breach notification law, the vendor shall (1) promptly notify the appropriate CLIENT identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner. In the case of a data breach originating from the CLIENT responsibilities, the vendor will work with the CLIENT to identify and resolve the Breach, but the CLIENT will be responsible for any remediation steps as required by law.
- c. Incident Response: The vendor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the CLIENT should be handled on an urgent as-needed basis, as part of vendor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Data Breach & Security Incident Responsibilities of Vendor and CLIENT:

- a. In the case of a Data Breach originating from the CLIENT, the vendor will provide assistance to the CLIENT for identification and resolution, but the CLIENT will have sole responsibility for any remediation actions necessary as a result of the Breach.
- b. The vendor, unless stipulated otherwise, shall promptly notify the appropriate CLIENT identified contact within 24 hours or sooner by telephone and email, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The vendor shall (1) cooperate with the CLIENT as reasonably requested by the CLIENT to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the vendor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the vendor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States; and (5) complete all corrective actions as reasonably determined by vendor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Emergency Alert Banner
- Home Page Alert & Announcement Center
- E-Notify (Email & Text Message Alert Notifications)
- Searchable Document Center
- Searchable How Do I? (FAQs)
- News Center with Facebook/Twitter Integration
- Online Web Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Staff Directory
- Employee Intranet
- Language Translator

Citizen's Engagement Center Apps

- Curated Search
- Agenda & Minute Center
- Citizen Request Center with re-Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- SSL Security Certificate
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- ADA Compliant Website According to WCAG 2.1 AA Level
- Responsive Website Design (RWD) for mobile friendly viewing and navigation on smart phones and tablets

Service Level & CMS License Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The Village of Larchmont New York (known in this agreement as *Client*) and *Revize Software Systems, LLC.*, for support services to be provided by *Revize Software Systems, LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize Software Systems, LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize Software Systems, LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize Software Systems, LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize Software Systems, LLC.* requires *Client* to extract from end users prior to *Revize Software Systems, LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving thirty (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to *Revize Software Systems, LLC*. In the event of such a termination without cause, the *Client* shall pay *Revize Software Systems, LLC* for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, *Revize Software Systems, LLC* shall promptly submit to the *Client* its invoice for final payment.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize Software Systems, LLC.. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize Software Systems, LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

<i>Client:</i>	<i>Aylone Katzin – Assistant Village Administrator (914) 834-6230</i>
<i>Revize Software Systems, LLC.:</i>	<i>Joseph Nagrant – Business Development Director 248-269-9263</i>

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize Software Systems, LLC. **This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement.** In the event of a discrepancy between actual and targeted service levels both *Client* and Revize Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

Client Responsibilities

2.1 Functional Overview

The purpose of this section is to detail the *Client* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client's* contracted services with *Revize Software Systems, LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize Software Systems, LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize Software Systems, LLC*. as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or *Revize* customers, natural disasters, acts of god, etc.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details) – Fault Matrix

Crisis:

- Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

Urgent:

- Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical:

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal:

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Request for Service:

- Requests for service are completed with the mindset that we do not “nickel and dime” our clients. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Revize will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.revize.com. If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize Software Systems, LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize Software Systems, LLC.* and a *Revize Software Systems, LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Revize will provide an estimated time of resolution upon initial report from the client. If, after further investigation, Revize determines the expected time to significantly change, Revize will contact the client to discuss the details and new suspected time frame

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize Software Systems, LLC.* of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% was not met, *Client* agrees to provide information to *Revize Software Systems, LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Revize Software Systems, LLC.* review and concurring thereof *Revize Software Systems, LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client.*

2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table		Credit % for Monthly Portion of Annual Services Fee
Website Application Availability %		
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

3. Revize Software Systems, LLC. Responsibilities

3.1 Functional Overview

Revize Software Systems, LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize Software Systems, LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize Software Systems, LLC* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize Software Systems, LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize Software Systems, LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize Software Systems, LLC.* Support staff for the purpose of gauging *Revize Software Systems, LLC.* performance.

3.4 Website Application Availability

The *Revize Software Systems, LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize Software Systems, LLC* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well. *Revize Software Systems, LLC* will notify client when expected downtime is greater than 15 minutes.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:

Live Phone Support:

248-269-9263

Customer Portal:

www.support.revize.com

Email (Unofficial Channel):

Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize Software Systems, LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize Software Systems, LLC.* At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize Software Systems, LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize Software Systems, LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writings and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

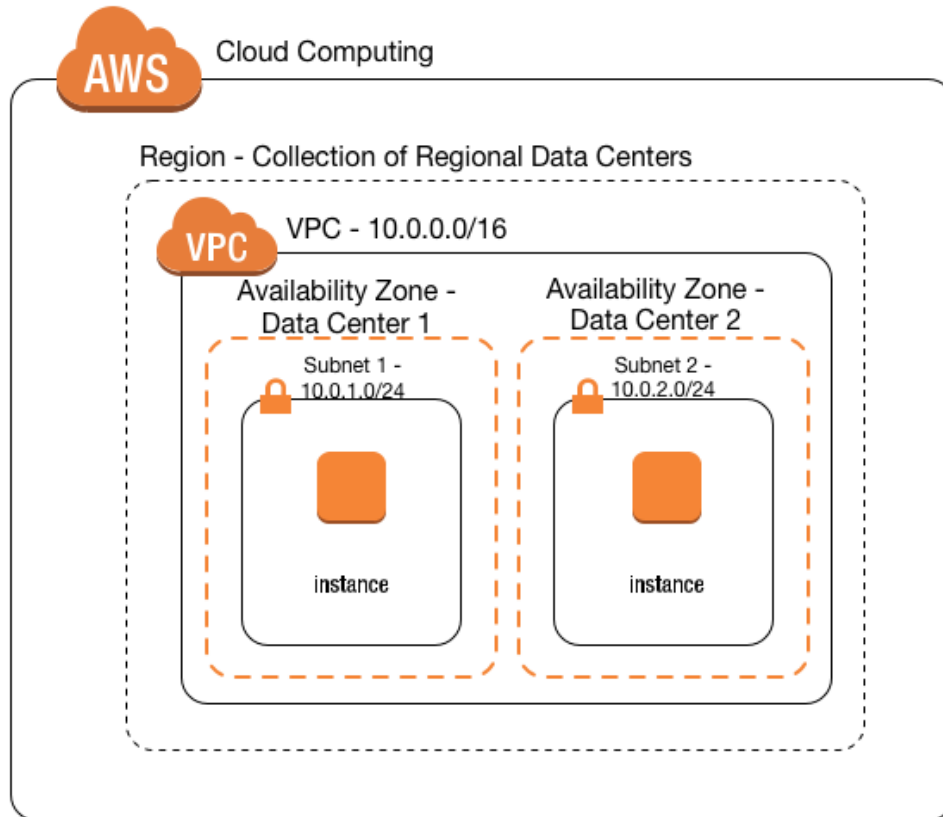
Products Provided to Client Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications

Exhibit A: Revize Server Architecture, Support, and Security

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple *Regions* in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as *Availability Zones (AZ)*. Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize website are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

Revize Support and Security Includes the Following

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- An average of four CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Regular newsletters on major feature updates
- Regular webinars on CMS features and usage