



Siteimprove City & County Package

Software-as-a-Service Subscription Agreement

City of Austin

This document describes the subscription agreement between Siteimprove, Inc. ("Service Provider") and **City of Austin, TX** ("Customer" / "You") for Siteimprove Quality Assurance, Siteimprove Accessibility, Siteimprove SEO, and Siteimprove Response ("Included Services").

Service Description – Quality Assurance (QA)

Siteimprove Quality Assurance is a hosted service that crawls your website every five (5) days to provide you with an up-to-date overview of quality issues on your website. This allows your web team to work proactively to eliminate typical mistakes such as: *Broken links, Misspellings, and Consistency issues*

Service Description – Accessibility

Siteimprove Accessibility is a service that checks your website against the WCAG 2.0 or Section 508 guidelines.

Service Description – Search Engine Optimization (SEO)

The SEO module helps increase Search Engine traffic to your website by showing you technical and content related issues such as: *Page Title issues, Header issues, Meta tag issues, and Link text issues*

Service Description – Response

Siteimprove Response is a web site monitoring service that keeps you informed about your website's availability and performance around the clock by monitoring your chosen URL's every five (5) minutes.

Access to the services

The services described above can be accessed by Customer's users from <http://www.siteimprove.com> using their individual logins. Customer can create, edit, and delete users from the online user-interface.

"Green" invoices

To reduce waste, all Siteimprove invoices are sent via emails. Please make sure to let us know which email address to send your invoices to on the last page.

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Siteimprove

Web Governance made easy

Pages included in this agreement

This agreement allows Customer to use Included Services on the websites listed below (Included websites) with a limit of the total number of pages as indicated below (Page Limit).

Pages are defined as html-based pages on Customer's website(s), and do not include files like images, PDFs, Word documents, etc. Customer can at any time access a list of the pages that are being scanned through the online user-interface.

Included websites	Page Limit
http://austintexas.gov/	5,000

Subscription Fee

The subscription fee for this agreement excluding applicable taxes if any is: \$6,160/year.

This offer is valid through November 23, 2012.

Promotional Offer

If this agreement is signed and returned by November 23, 2012, you will receive a previous customer - 33% discount. Your annual subscription will be \$4,127. Subsequent invoices will remain at the same rate. Also, you will receive three (3) Response Checkpoints at no additional charge.

Upgrades

Upgrades are available in increments of 1,000 pages at the rate indicated below. Upgrades are pro-rated to align with the existing billing period.

Upgrade price per year
Add \$680/1,000 pages

Siteimprove Response

This agreement includes three (3) checkpoints to be checked every five (5) minutes; this is typically used for the main website's homepage and other important. If you would like to monitor additional applications/pages such as other websites, your search engine, specific landing pages, etc.

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Terms

Start Date

November 26, 2012

Payment terms

Subscription fees are invoiced annually.

Payment is due in full thirty (30) days after the invoice date. Subsequent invoices are sent out 30 days before the anniversary date of this agreement.

Agreement Period and Renewal

This agreement runs for one (1) year and shall automatically renew for one-year terms unless cancelled by either party.

Cancellation

Either party can cancel this agreement by giving the other party written notice sixty (60) days before the anniversary date. Unused subscription fees will not be returned in case of early cancellation by the Customer.

System Updates & Error Corrections

There is no charge for the updates or new releases of Included Services; however Siteimprove may launch new modules / services / products that are not covered by this agreement.

Consumer Price Index

The agreement is made in line with the Consumer Price Index (CPI). At the time of re-invoicing the price will be regulated to the latest CPI. Using the CPI means we keep our prices in line with inflation.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of California and controlling United States federal law.

Publicity

Service Provider reserves the right to reference Customer on public customer lists, including on Service Provider's website with Customer's name and logo, but will not mention Customer in other advertisement, news release, or publication without prior written consent from Customer.

Facsimile

The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

Amendments

This Agreement may only be amended by an instrument in writing signed by the parties.

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Purchase Order information

Is a Purchase Order Number required?

- ☐ Yes, please provide Purchase Order Number: _____
- ☒ No

Will you be providing a new Purchase Order Number for each recurring invoice?

- ☐ Yes
- ☒ No, the provided PO number can be used for the initial invoice and all subsequent invoices

Billing information

All invoices are sent via email. Please provide your Accounts Payable's name, email address, and phone number.

Name: CHRIS FLORANCE

Email: chris.florance @ austin texas.gov

Phone: 512 974 2980

Customer address to print on invoice:

Name: CITY OF AUSTIN, TEXAS


Street address: PO BOX 1088

City: AUSTIN

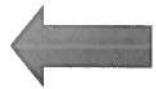
State: TX

Zip Code: 78767

If you wish to accept this proposal, please complete and return this on or before November 23, 2012. Prices and conditions may be subject to change hereafter.

Signed: 
City of Austin

Date: 11/21/12



Signed: 
Siteimprove, Inc.

Date: November 19, 2012