



MEMORANDUM

From the Office of the
Township Manager

TO: BOARD OF SUPERVISORS
FROM: CHRISTOPHER BASHORE
RE: 2-YEAR AGREEMENT BETWEEN WEST GOSHEN TOWNSHIP AND INVORG, INC. FOR
MUNILOGIC SOFTWARE
DATE: MARCH 7, 2023

Before the Board of Supervisors this evening is a proposed 2-year agreement between West Goshen Township and Invorg, Inc. This agreement is for the Township's Munilogic software that is utilized by the Codes Department. The Township has utilized this software since 2014. Currently, the Township pays \$12,755 annually for this software, which includes an annual maintenance payment of \$9,275 and monthly payments of \$290 per month. The proposed contract would be for \$1,200 per month (\$14,400 per year) for two (2) years. This represents a 13% annual price increase. The new pricing would not begin until September 1, 2023.

The Board previously discussed a new software agreement with Invorg, Inc. at the February 7, 2023 meeting. Discussion topics included reviewing the agreement from the software was acquired in 2014 and evaluating other options due to issues raised by the Codes Department. As follow-up to the meeting, we contacted Invorg, Inc. and they returned with a shorter commitment at a reduced price (\$275 per month less than what was proposed originally). We requested a copy of an agreement from 2014, as well as search the Township's records, neither of which resulted in locating a copy.

In reviewing this matter, we believe that this would be acceptable agreement for the following:

- The new pricing structure would not begin until September 1, 2023 as opposed to March 1, 2023. This would minimize the impact to the 2023 budget and allow the Township to properly budget for this cost in 2024.
- This would transition the Township from version SE to version CE. Version SE will no longer be supported as of December 31, 2025. While the members of the Codes Department have advised that this program is not the most user-friendly, transitioning to version CE may allow for an evaluation of this new version against other products on the market.
- Two (2) years will provide adequate time to evaluate other options and look at a migration in the event that version CE does not fit the needs of the Codes Department.

Please let me know if you have questions. Thank you.



MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of September 1, 2023 ("Effective Date"), by and between **West Goshen Township** ("Customer"), with its principal place of business located at 1025 Paoli Pike West Chester, PA 19380 and **INVORG, INC.** ("Service Provider"), with its principal place of business located at 949 Easton Road, Warrington PA 18976.

WHEREAS, Customer requires third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. THE SERVICES

1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain "software as a service" and provide all other services, data import / export, monitoring, support, recovery, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on an Exhibit A in the form of the Exhibit A attached hereto or in other statements of "software as a service" work containing substantially similar information and identified as an Exhibit A. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.

1.1.1 Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same.

1.2 Hosting Options. The Customer may choose between a hosted or non-hosted software option. With the Hosted option, the Service Provider will host the



software and data on its servers and provide secure access to Customer. Customer agrees to provide the exclusive right to maintain Customers data. In the non-hosted option, the Customer shall maintain the software on its own infrastructure and be responsible for all hardware and other components necessary to operate software effectively.

- 1.3 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.
- 1.4 Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.
- 1.5 Backup and Recovery of Customer Data. As a part of the Hosted option, Service Provider is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Customer Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.
- 1.6 Non-exclusivity. Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.
- 1.7 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Customer's prior written consent and any attempt to do so shall be void and without further effect. Customer's consent to Service Provider's right to subcontract any of the Services shall not relieve Service Provider of any of its duties or obligations under this Agreement, and Service Provider shall indemnify and hold Customer harmless from any payment required to be paid to any such subcontractors.
- 1.8 Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider. Customer shall have the right to decrease the scope and the fee for an Exhibit A will be reduced accordingly.
- 1.9 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its data. INVORG retain all ownership and intellectual



property rights to the services, Software programs, and anything developed and delivered under the Agreement.

2. TERM AND TERMINATION

- 2.1 Term. Unless this Agreement or an Exhibit A is terminated earlier in accordance with the terms set forth in this Section, the term of an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue until the End Date specified. Following the Initial Term, an Exhibit A shall automatically renew for successive one -month terms (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then -current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.
- 2.3 Early Termination. If Customer terminates this Agreement or an Exhibit A before the expiration of the Initial Term, at no fault of the Service Provider, the Customer agrees to pay the full remaining balance up to the End Date of the Initial Term. If Customer terminates during a Renewal Term, the Customer agrees to pay the balance due preceding the required thirty (30) notice period.
- 2.4 Termination for Non-Payment. If Customer fails to pay Service Provider within ninety (90) calendar days of the date of the invoice, the Service Provider has the right to terminate service immediately until all payments are made current. Continued non-payment by Customer shall be considered a breach of contract.
- 2.5 Payments Upon Termination. Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all terminated fees and undisputed amounts due and payable hereunder.
- 2.6 Return of Materials. Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Service Provider shall, immediately upon termination of this Agreement or an Exhibit A, shall provide Customer with a final export of the Customer Data



and shall certify the destruction of any Customer Data within the possession of Service Provider. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

- 2.7 Payments Upon Termination. Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all terminated fees and undisputed amounts due and payable hereunder.

3. TERMINATION ASSISTANCE SERVICES

Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services") during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services will include:

- 3.1 developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;
- 3.2 providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;
- 3.3 using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation then being used by Service Provider in connection with the Services;
- 3.4 using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third party services then being used by Service Provider in connection with the Services; and,
- 3.5 such other activities upon which the parties may agree.
- 3.6 The provisions of this Section shall survive the termination of this Agreement.

4. SERVICE LEVELS

- 4.1 Service Levels Reviews. Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.



- 4.2 Failure to Meet Service Levels. As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.
- 4.3 Escrow Agreement. Service Provider agrees to place in escrow copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Service Provider (the "Software") necessary to internally support (i.e., maintain and / or repair) the Software for the benefit of Customer. Service Provider agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Service Provider to fulfill its obligations to Customer under this Agreement or an Exhibit A, Customer shall be able to obtain the source code of the then-current Software. The provisions of this Section shall survive the termination of this Agreement.

5. FEES AND EXPENSES

Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Customer of an invoice from Service Provider.

- 5.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) total amount due.
- 5.2 Non-binding Terms. Any terms and conditions that are included in a Service Provider invoice shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon Customer.
- 5.3 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. This Section shall survive the termination of this Agreement.
- 5.4 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.



6. CUSTOMER AND SERVICE PROVIDER RESOURCES

In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

- 6.1 Customer Resources. If so described in an Exhibit A, where Customer provides resources (e.g., technology equipment) to Service Provider that are reasonably required for the exclusive purpose of providing the Services, Service Provider agrees to keep such resources in good order and not permit waste (ameliorative or otherwise) or damage to the same. Service Provider shall return the resources to Customer in substantially the same condition as when Service Provider began using the same, ordinary wear and tear excepted. Customer shall provide the Customer Resources, if any, described in an Exhibit A.
- 6.2 Customer Hosting Resources. If Customer selects the non-hosting option as described in Exhibit A, the Customer agrees to provide all hardware and infrastructure resources necessary to reasonably operate the software based upon Service Providers specifications. Customer agrees to provide Service Provider full remote access to the designated infrastructure to perform remote support and maintenance.
- 6.3 Service Provider Resources. In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that Customer Data is secure to the standards and satisfaction of Customer, and provide for an optimal response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to immediately terminate this Agreement or the applicable Exhibit A, in whole or in part, without liability.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Mutual Representations and Warranties. Each of Customer and Service Provider represent and warrant that:
 - 7.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
 - 7.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 7.1.3 this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 7.1.4 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and



binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

7.1.5 it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

7.1.6 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

7.2 By Service Provider. Service Provider represents and warrants that:

7.2.1 Service Provider is possessed of superior knowledge with respect to the Services;

7.2.2 Service Provider knows the particular purpose for which the Services are required;

7.2.3 the Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;

7.2.4 Service Provider has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;

7.2.5 the Services will achieve in all material respects the functionality described in an Exhibit A and the documentation of Service Provider, and that such functionality shall be maintained during the Term;

7.2.6 Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services, that Service Provider will adhere to Customer's then current procedures to protect against the same, and that, where Service Provider transfers such Virus to Customer through the Services, Service Provider shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Virus, including the costs of persons employed by Customer; and,

7.2.7 the Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has



neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.



8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

8.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

Notwithstanding the forgoing, the parties acknowledge that the Customer is bound to comply with the Pennsylvania Right to Know Law and must comply with the disclosure requirements detailed therein.

8.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this



Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- 8.4 Remedies for Breach of Obligation of Confidentiality. Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer or customers of Customer may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of Customer, the immediate termination, without penalty to Customer, of this Agreement in whole or in part.
- 8.5 The provisions of this Section shall survive the termination of this Agreement.

9. PROPRIETARY RIGHTS

- 9.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 9.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without additional charge, upon the request of Customer and upon termination of this Agreement or an Exhibit A. Service Provider is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.
- 9.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.
- 9.4 The provisions of this Section shall survive the termination of this Agreement.

10. INSURANCE

- 10.1 Service Provider shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts of standard practice, with responsible insurance carriers duly qualified in those states (locations) where the Services



are to be performed, covering the operations of Service Provider, pursuant to this Agreement.

- 10.2 Customer shall be named as an additional insured in such policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by Customer. Such policies shall require that Customer be given not less than thirty (30) days prior written notice of any cancellation thereof or material change therein.
- 10.3 Upon Customer's request, Service Provider shall provide Customer with certificates of insurance evidencing all of the above coverage, and shall provide Customer with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution.

11. GENERAL INDEMNITY

Service Provider agrees to indemnify, defend, and hold Customer, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any Claim arising out of or relating to any gross error or omission, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; (c) Viruses; or, (d) breaches of any representations made under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of Customer, its officers, directors, agents, or employees.

12. PROPRIETARY RIGHTS INDEMNIFICATION

Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by



Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Customer the full cost associated with Termination Assistance Services.

13. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

14. GENERAL

14.1 Relationship between Customer and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Service Provider's status as independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

14.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the Commonwealth of Pennsylvania in all questions and controversies arising out of this Agreement.

- 14.3 Dispute Resolution. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Service Provider Engagement Managers will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either project manager will have the right to submit the dispute to a higher level of authority for both parties (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.
- 14.4 Compliance With Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.
- 14.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 14.6 Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor

difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.

- 14.7 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 14.8 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 14.9 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Service Provider shall not directly or indirectly assign this Agreement or the rights or duties created by this Agreement without the prior written consent of Customer, except when assignment is in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise.
- 14.10 Counterparts; Electronic. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature (e.g. Facsimile, Scan, Email) may substitute for and have the same legal effect as the original signature.
- 14.11 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 14.12 Cumulative Remedies. All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including,



without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

West Goshen Township
("Customer")

INVORG, INC.
("Service Provider")

By: _____

By: _____

Name: Chris Bashore

Name: Paul Schmit

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

Address for Notice:

1025 Paoli Pike
West Chester, PA 19380
Attn: Chris Bashore

Address for Notice:

949 Easton Road
Warrington, PA 18976
Attention: Paul Schmit



EXHIBIT A

Service Provider’s Software as a Service Statement of Managed Services

This Exhibit A - Service Provider’s Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master “Software as a Service” Managed Services Agreement by and between **West Goshen Township** (“Customer”) and **INVORG, INC.** (“Service Provider”) dated January 23,2023 as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description:	<p>MuniLogic Municipal Management System: MuniLogic CE Hosted Environment – Software Subscription for:</p> <ul style="list-style-type: none"> • Core Modules • Permitting • Customer • Subdivision • License • Storm • Code • Sanitary • Roadway • Zoning • MyGovLinks
Hosting Option:	Hosted
Support Description:	Full off-site and telephone support between the hours of 8:30 am and 4:30 pm, EST – Monday through Friday.
Training Description:	N/A
Backup Requirements:	Service provider shall perform daily backups of Customer data with 30-day retention.
Service Levels:	Maximum 4-hour response time for all service requests; including recovery, support, and configuration changes.
Service Provider Responsibilities, Deliverables, and/or Activities:	Provide access to MuniLogic SE/CE hosted environment. Provide on-going support, patches, fixes, and new features under the contract term.
Software Subscription,	\$1200.00 per month, 3-year term.



Software Support and Assurance, including hosting fee	
Service Fees or Rate Increases	After 3-year term, Fee increase of up to 10% upon term renewal.
Start Date:	September 1, 2023
End Date:	3-year Subscription Model, auto-renewal for 3 years after current term end date unless cancelled by client with 90 days prior notice.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

**West Goshen Township
("Customer")**

**INVORG, INC.
("Service Provider")**

By: _____

By: _____

Name: Chris Bashore

Name: Paul Schmit

Title: _____

Title: Chief Executive Officer

Date: February , 2023

Date: February , 2023