

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and Santaquin, a city with its principal place of business at 275 W Main Street Santaquin, UT ("Customer") is made effective as of March 13, 2012. ("Effective Date").

1. WEBQA DELIVERY OF SERVICES:

WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the ShopsQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

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

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

4. WARRANTY AND LIABILITY:

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

5. TERMINATION:

Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the remaining balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A at which time all monies due under the current term will become immediately due.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will, if requested, provide Customer with an electronic copy of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:

Customer agrees to perform all customer activities as stated on Schedule A.

8. CONFIDENTIALITY:

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

9. MISCELLANEOUS PROVISIONS:

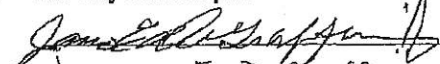
This Agreement will be governed by and construed in accordance with the laws of the State of Utah

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

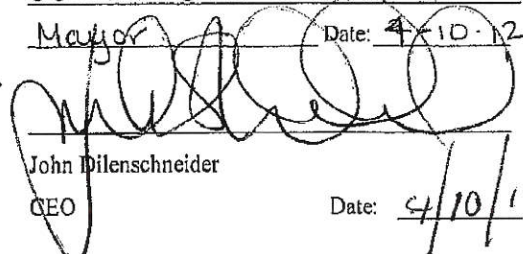
9. ACCEPTANCE:

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

Customer: The City of Santaquin

Signature: 
 Print Name: James E. DeGraffenried
 Title: Mayor Date: 4/10/12

WebQA Inc.

Signature: 
 Print Name: John Dilenschneider
 Title: CEO Date: 4/10/12

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Schedule A

A. Service(s): Software: ShopsQA Service with Advertising Module
Website: http://www.santaquin.org/

B. WebQA Subscription Service At a Locked-In subscription cost per month for term of \$195

Activities

& Fees:

- ☒ ShopsQA Community Business Portal
- ☒ ProjectQA Community Portal
- ☒ Advertising Rental Module (Addendum)
- ☒ Hosting and ongoing service upgrades for all designated modules
- ☒ NetQA: Community/Business to Business Communication
- ☐ Business licensing information capture (Additional cost of \$100 per month)

Implementation, Training and Storage

At a Locked-In one-time cost of \$1000

- ☒ One-time setup of business information into portal directory (customer to provide directory information in csv format)
- ☒ Services selected above consistent with the then current WebQA offering, Specifically:
 - A hosted Business Directory that allows businesses to sponsor information and coupons
 - Directory will be branded to look like, and link into, the Customer website
 - Service will include all features/functions made available to other customers
- ☒ Site Administrator Training included
- ☒ Full user training and support via ongoing webinars, videos and knowledgebase support
- ☒ 10 GB storage free with service(s). Additional 10GB is \$20/month

C. Customer Activities:

Customer agrees to (1) Hold an implementation kickoff meeting with WebQA 15 days after contract signing. (2) Place a "Coming Soon" notice on the home page of the customer website with 30 days of contract signing. (3) "Go Live" by prominently display the directory link on the home page and throughout the Customer website within 2 months of contract signing and (4) use the administrative tools to approve local businesses as they register. (5) Create a Press Release within 30 days of contract signing to announce and promote the system within your community.

D. Terms:

Agreement Term Starting: April 15, 2012 Ending: April 14, 2015
Annual Billable Term Starting: April 15, 2012 Ending: April 14, 2013

Upon the expiration of this initial term, the term will continue to auto-renew for the same initial time period unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent.

E. Billing:

Fees are exclusive of all taxes. Fees are billed on an annual basis at time of contract and are due upon receipt of invoice. This secures branded site, servers and resources necessary to begin project.

Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month

F. Remittance:

All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is: Accounts Receivable Dept., WebQA Inc, 900 S. Frontage Road, Suite 110, Woodridge, IL 60517

G. Special:

Includes Advertising Addendum

H. Contacts:

Organization Name Santaquin City
James E.

Main Contact Name: Degraffenried Title: Mayor
Address: _____ City: _____ State: _____ Zip: _____
Work Phone: _____ Cell: _____ Fax: _____

Billing Contact Name: Susan B. Farnsworth

Title: City Recorder
Address: 275 W main City: Santaquin State: Ut Zip: 84655
Work Phone: 801-754-3211 Cell: _____ Fax: 801-754-1620
Purchase Order Number: _____ Duns Number: _____

WEBQA SERVICE(S) AGREEMENT
For GovQA Service(s)
Advertising Rental Module Addendum

In its Agreement with WebQA dated March 13, 2012, regarding the ShopsQA service (WebQA Service) purchased from WebQA, Inc (WebQA), the city of Santaquin (Customer) has agreed to WebQA's Advertising Rental Module (Advertising Module) that permits WebQA to rent space on the WebQA Service with the sole purpose that WebQA use this space to provide an advertising outlet for local organizations.

1.0 POLICY AND RESPONSIBILITY: WebQA's policy is not to solicit advertising from any organization that may be perceived as offensive, partisan or political. WebQA will request, in writing and prior to the solicitation of any advertising, the advice of the Customer on the appropriate types of organizations for advertising. As a privately owned company, independent of the Customer, WebQA can eliminate from consideration those companies and organizations it deems inappropriate. WebQA will use its best efforts as business professionals to manage the Advertising Service and WebQA's advertising responsibilities outlined herein. WebQA will take down inappropriate advertisements when necessary and refund monies to advertisers whenever necessary. The Customer is not responsible for actions taken by WebQA in eliminating from consideration those businesses and organizations WebQA has deemed inappropriate.

2.0 RENTAL PAYMENT AND RIGHT TO ADVERTISE: WebQA agrees to pay 20% of revenues received from the Advertising Module to the Customer for rental of space on the WebQA Service provided that the WebQA Service has 50% of Customer businesses registered. WebQA will provide this payment, with tracking reports, semi-annually on June 30th and December 31. For this payment, Customer agrees to give WebQA the exclusive right to rent space to sell advertisements on the WebQA Service.

• **WEBQA REPSONSIBILITIES:** WebQA agrees to:

- Host the Advertising Module in a manner that is not offensive to the Customer
- Host the Advertising Module on the WebQA Service in a manner that allows organizations to post advertisements.
- Be responsible for selling advertisements, posting advertisements and collecting revenues on advertisements.

• **CUSTOMER REPSONSIBILITIES:** Customer Agrees to:

- Just like the general public, inform WebQA of any advertisements that may be inappropriate on the WebQA Service
- Notify WebQA of any pricing structure concerns by local businesses and/or organizations
- Allow WebQA to use email addresses in the business directory to inform local owners about advertising
- Promote the WebQA Service that uses the Advertising Module on the homepage of its website
- Promote the WebQA Service using the Advertising Module in regular mailings and literature, where possible
- Send out a Press Release within 30 days of contract signing to promote the system.


5.0 ASSIGNABILITY: Should WebQA demonstrate that it can outsource its responsibilities regarding the Advertising Modules to another entity such as a local newspaper or Chamber of Commerce and achieve better advertising effectiveness, it will be able to do so provided that WebQA obtains Customer approval, whose approval will not be unreasonably withheld.

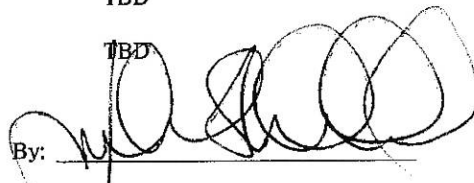
6.0 ADVERTISING PRICING STRUCTURE: The following advertising pricing structure is planned for advertising and may be adjusted on an as-needed basis. Each advertising section is anticipated to include four to five rotating advertisements.

Suggested Pricing Model - Commitment (billed entirely up front)

	<u>Annual</u>	<u>Semi-Annual</u>
Main Listing Page (1 st viewed page)	TBD	TBD
Category Listing Page (2 nd viewed page)	TBD	TBD

• **ACCEPTANCE:**

By: 
Name: James E DeGraffenried
Title: Mayor
Date: 4-10-12

By: 
Name: John Dilenschneider
CEO, WebQA
Date: 4/10/12

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2.0 RENTAL PAYMENT AND RIGHT TO ADVERTISE: WebQA agrees to pay **20%** of revenues received from the Advertising Module to the Customer for rental of space on the WebQA Service provided that the WebQA Service has 50% of Customer businesses registered. WebQA will provide this payment, with tracking reports, semi-annually on June 30th and December 31. For this payment, Customer agrees to give WebQA the exclusive right to rent space to sell advertisements on the WebQA Service.

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