

# Siteimprove's City & County Package

Software-as-a-Service Subscription Agreement

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## Monterey County, California

This document describes the subscription agreement between Siteimprove, Inc. ("Service Provider") and **Monterey County, California** ("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 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 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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## 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
<a href="http://www.co.monterey.ca.us/">http://www.co.monterey.ca.us/</a>	2,500

## Subscription Fee

The subscription fee for this agreement excluding applicable taxes if any is: **\$4,620/ year**. This offer is valid through December 20, 2013.

## 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 <b>\$796 / 1,000</b> pages

## Siteimprove Response

This agreement includes 3 checkpoints to be checked every 5 minutes; this is typically used for the main website's homepage and other important areas.

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Terms

**Start Date**

January 2, 2014

**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, no later than sixty (60) days prior to the anniversary date.

**Cancellation**

Either party can cancel this agreement by giving the other party written notice sixty (60) days prior to the anniversary date. Unused subscription fees will not be returned in case of 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: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Customer address to print on invoice:**

Name: \_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**If you wish to accept this proposal, please complete and return this on or before December 20, 2013. Prices and conditions may be subject to change hereafter.**

Signed: \_\_\_\_\_  
Monterey County, California

Date: \_\_\_\_\_



Signed: \_\_\_\_\_  
Siteimprove, Inc.

Date: November 27, 2013