

OCT 5 2018

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jamie Moore
TODAY'S DATE: 9/27/2018

DEPARTMENT: Emergency Management

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: 10/05/2018

SPECIFIC AGENDA WORDING: Consideration of a Statement of Work From Epic Business Apps- Renewal of Emergency Ops Center App Contract

PERSON(S) TO PRESENT ITEM: Jamie Moore

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5

ACTION ITEM: _____

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

EPIC APPS STATEMENT OF WORK (SOW)

Johnson County Emergency Operations | 8/17/18 v1

OVERVIEW

Epic Business Apps LLC ("Contractor" or "Epic") agrees to render the following to Johnson County Emergency Operations (Client).

Project Summary

Design, develop, publish and host an iPad (optional), iPhone and Android mobile app (includes an optional / no-additional cost HTML5 mobile website) for Client.

SERVICES & DELIVERABLES

Services & Deliverables: Provide the following services and deliverables for the Client. Please note that items not explicitly listed in this Statement of Work are not included in the scope of the project.

General

- "Discovery" meetings in person, by phone and/or videoconference
- Preview of all work through every stage of the project
- All development & coding
- Initial content upload across platforms
- Testing & quality assurance
- Set up of dedicated, Web-based Client content management system (CMS); updates go live instantly
- Support/Training (up to 60 minutes of training on the CMS to manage and update your digital platforms).
- Ongoing basic support, post launch, included... Questions, technical issues, upgrades for new IOS and Android operating system updates, etc. Response times guaranteed in less than 1-2 business days (but almost always within the same day).
- Hosting
- Direct access to Epic owners
- Initial and subsequent uploading of your app to iOS (App Store) and Android (Google Play) stores; all associated fees included
- New features and functionality as it becomes available
- Marketing materials and assistance (e.g., QR codes, app screenshots/images, ideas for achieving more downloads and better app user engagement, etc.)

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App Features & Functionality

- Native iPhone/Android app, which also generates a fully responsive HTML5 website (meets Google's new "mobile friendly" criteria necessary for maximizing SEO; *use optional*)
- Unlimited push notes; includes Facebook & Twitter integration and custom radius and geo-fencing capability. Users can also select multiple categories for the type of push notes they would like to receive (e.g., Specials, Events, etc.)
- Login/password protection before an app user can open the app (*use optional, additional costs apply*). Unlimited unique user logins can be created. You can create different user member levels, where different users see different content once they are logged in, based on what the app admin sets for them. Push notes can be targeted to only the membership groups you choose, or to all groups.
- App analytics from your dedicated Client panel:
 - Total download numbers, filterable by platform (IOS, Android, Webapp)
 - Monthly Active Users – filtered by desired date range
 - Downloads by Country of Origin
 - Tab Metrics – Indicates which sections of the app are the most visited and provides metrics for each section within your app
 - Push Note Opt-in Metrics– Number of users who have downloaded your app and opted in to receive push notes.
- Up to 15 custom features/tabs in the app (sampling of options below)
 - E-commerce. Sell products and collect payment right through the app. Epic will input up to 15 items; Client can add unlimited additional items after go-live. (For Mobile Food Ordering, we also integrate with myCheck, OnlineOrdering.com, Eat24, GrubHub and Seamless; no extra cost for this). We can also integrate your Shopify, Magento or Volusion store builder software accounts
 - Calendar/Events tab; integrates with phone's native calendar feature. Up to 5 events programmed by Epic before launch (events require header images, provided by the Client). Unlimited events programmable by Client after launch within the CMS of the app.
 - GPS mapping functionality utilizing phone's native map feature.
 - Appointment setting capability which can also integrate with your Booksteam, MindBody, Frontdesk or Groupon appointment software accounts.
 - Vendor or sponsor information pages. Up to 5 different vendors/sponsors programmed by Epic before launch. Optional thumbnail image for each item in the app (Images/logos provided by Client) included. Unlimited item entries programmable by client after launch.
 - GPS-based check-in coupons/deals. Up to 2 coupons/deals programmed by Epic. Client has the ability to add multiple additional deals through the CMS once the app is live.
 - Loyalty offers (digital "punch card" feature). Up to 2 loyalty offers programmed by Epic. Client has the ability to add multiple additional loyalty tabs through the CMS once app is live.
 - Instagram, Flickr or Picasa photo integration or upload photos directly to app's native gallery

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- Microphone, Notes, and Photo Upload features/tabs, integrating with smartphones' native functionality. Great way to get honest/open user feedback and surveys
- Testimonials/Reviews/Fan Wall, with app users having the capability to post reviews of the Client's services or products directly into the app through an app user's Facebook or Twitter accounts. (Client can delete any reviews from the CMS.)
- Email Form Submissions. Up to 2 forms programmed by Epic before launch. Additional forms programmable by Client. (Can be a Comments form, Inquiries form, a Review Us form, etc.)
- Email Form Signatures using an electronic signature. Allow users to open in-app forms and contracts, sign with their finger, and then e-mail a PDF or JPEG image of the signed form/contract. (additional costs apply)
- YouTube video integration; optimized in app
- News: Display relevant, keyword-based content from Google News & Twitter.
- News ticker/banner that scrolls across the bottom of the screen
- Mailing List/Newsletter; integrates with 6 major e-mail platforms (MailChimp, iContact, Constant Contact, etc.). Leverage the app to collect more email newsletter subscribers!
- One-touch calling, sharing and directions
- Social: Facebook, Twitter & Google+ integration, plus quick stats on user engagement.
- 'Share' features throughout app to have users quickly refer app to friends via e-mail, text, Facebook, Twitter and Google +
- Podcast: Integrate your podcast right into the app.
- RSS Feed: Pull in your RSS feed for in-app viewing.
- In app Sponsor/Advertising capabilities through banner advertising (android only). *Integration of this feature requires additional build fees.*
- Music: Upload mp3s or link to iTunes & 7Digital tracks. The Music feature is a great way to share or sell tracks inside your app. You can import, upload, or link to music files to easily integrate them within the app

Full Bulleted List of Third Party Software that the App Integrates with:

FOOD ORDERING

- MyCheck
- iMenu360
- olo
- Eat24
- Grubhub
- Seamless
- Oncoys
- Star Cloud Services

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EMAIL

- MailChimp
- Constant Contact
- iContact
- emma
- Campaign Monitor
- WuFoo
- GetResponse

MULTIMEDIA

- Instagram
- YouTube
- Flickr
- Picasa
- SoundCloud

RESERVATION

- Setmore
- MINDBODY
- Pike13
- Booksteam
- Groupon

E-COMMERCE

- Volusion
- Magento
- Shopify

PAYMENT GATEWAYS

- Braintree
- PayPal
- Stripe
- PayUbiz
- PayU Latam
- Authorize.Net
- Ingenico ePayments(formerly GlobalCollect)

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PRICING

The following table details the pricing for delivery of the services outlined in this Statement of Work (SOW). Pricing expires October 31st, 2018.

Development & Design Costs	Price
Native iPhone/Android app, including optional HTML mobile website Renews annually on October 8th <i>Monthly fees include: Hosting, support, training, technology upgrades as they become available, periodic security updates, app enhancements/updates as new operating systems are introduced, etc.</i>	\$1,995 + \$199/month
iPad app (optional)	Set up \$495 + \$49/month
Discount for completing the build in prior years	-\$1995
Early Adopter discount for Johnson County	-\$50/month
Total	\$149/month (before optional iPad app)

Disclaimer: The prices listed in the preceding table are for the services discussed. Prices are subject to change if project specifications are changed or costs for services change before a contract is executed.

Payment:

The monthly hosting and maintenance fee of **\$149/month** will be billed to Client's credit or debit card on or near the first day of each calendar month, or billed annually for payment by Client via check.

Client agrees to a minimum **one-year contract**. After the first year, Client will be on a "month-to-month" basis, unless renewed again for the year in advance. Client must sign Epic's Credit Card Authorization form for the monthly expense (unless paying in advance by check)

For the monthly hosting and maintenance fee that Epic charges to Client's credit or debit card, there is a 10% late fee (per month) on any non-payment due to a declined card which isn't resolved by client within 15 days from Epic notifying the client of the card being declined.

ADDITIONS & MODIFICATIONS TO THE SCOPE OF WORK

Any changes Client requests to the scope of this project, after the date this Statement of Work is signed, may incur additional charges. Client will be provided with a written quote or estimate for the requested changes. If Client approves the additional charges, the additional work will be added to the project scope. Depending on the amount of work involved in executing the changes, the project due date may be delayed. The amount of the delay will depend on Contractor's schedule for other committed projects.

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THIS IS A CONFIDENTIAL DOCUMENT

The information contained in this document is intended for the sole use of the company and/or individual(s) receiving our Statement of Work and contains information that is proprietary and confidential to Epic Apps, and which Epic Apps would not want its competitors to have. Therefore, as part of this confidentiality, you agree to disclose this information only to the appropriate people within your organization as required to evaluate the proposal.

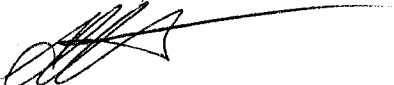
TERMS OF SERVICE

By signing this Statement of Work, Client agrees to Epic's standard Terms of Service found on its website at www.epicbusinessapps.com/terms-of-service. The TOS and this SOW will both be binding, legal agreements on the Client and Contractor.

Client:

Name: Roger Harmon
By:  (Authorized Signature)
Title: County Judge
Date: 10/5/18

Contractor: Epic Business Apps LLC

Name: Scott Curtis, Member
By: 
Title: Co-Founder and Member, Epic Business Apps, LLC
Date: 8/17/2018

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM
to EPIC BUSINESS APPS LLC's.
STATEMENT OF WORK AND TERMS OF SERVICE AGREEMENT
WITH JOHNSON COUNTY, TEXAS**

2018

This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and **EPIC BUSINESS APPS LLC (which may be referred to herein as Contractor or Service provider)**. The County and Epic Business Apps, LLC may be collectively referred to as the "**PARTIES**". This is an Addendum to the **EPIC APPS STATEMENT OF WORK (SOW)** and the **EPIC APPS TERMS OF SERVICE (TOS)** between the Parties. The **EPIC APPS STATEMENT OF WORK (SOW)** and the **EPIC APPS TERMS OF SERVICE (TOS)** and this Addendum shall constitute the entire and complete **Agreement** between the Parties for development and maintenance of an App as described in the **SOW**.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory

maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code (“UCC”); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Payment shall be made pursuant to Chapter 2251 Texas Government Code

9 A. Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed;
- or
- (3) the date the governmental entity receives an invoice for the goods or service.

9 B. Pursuant to Texas Government Code Section 2251.025 and this Amendment, A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

- (1) one percent; and
- (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

9 C. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment

9 D. Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Sec. 2251.027

- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
- (b) The political subdivision shall pay the interest at the time payment is made on the principal.
- (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
- (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
- (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to Epic Business Apps, LLC for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by Epic Business Apps, LLC in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by Epic Business Apps, LLC pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

19. EPIC BUSINESS APPS LLC understands that the app being developed may be used by persons who are law enforcement, first responders or other government personnel who desire that their telephone numbers, email addresses, physical addresses and other contact or location data not be sold, given, delivered or disseminated without permission of such personnel or of Johnson County. EPIC BUSINESS APPS LLC will not knowingly give, sell, distribute or disseminate telephone numbers, email addresses, physical addresses and other contact or location data of the persons on the data distribution list in bulk for any purpose other than as necessary for the operation on utilization of the app being developed.


20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the

contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

21. Will not boycott Israel or do business with terrorists: SERVICE PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. SERVICE PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Roger Harmon
County Judge

10/5/18
Date

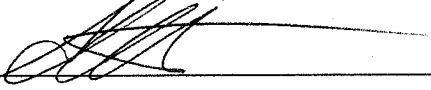
Attest: 

County Clerk, Johnson County



10/5/18
Date

EPIC BUSINESS APPS, LLC:



Signature
Scott Curtis
Printed Name
Member
Title

9-27-18
Date

EPIC APPS TERMS OF SERVICE (TOS)

OVERVIEW & DEFINITIONS

By engaging Epic Business Apps (referred to herein as “Epic”) the Client is agreeing to be bound by the following terms and conditions (“Terms of Service”). The “Client” is defined as the person or business entity with which Epic has a signed Statement of Work, and/or other contractual obligations, as it relates to Epic creating, managing and hosting software for the Client.

Epic creates custom Mobile Applications and Websites, collectively referred herein as “Software”. Epic may also make certain software available to a Client through a hosted, platform Software solution, also known as Software-as-a-Service, or “SAAS”. This option is different from the custom Software created for Client’s apps and websites, which is proprietary to the Client. SAAS platforms allow a Client to post or upload information, text, graphics or other material (“Content”), and to share such Content with others, from the existing SAAS solution managed by Epic, and whose code therein is not proprietary to the Client.

Epic reserves the right to update and change the Terms of Service from time to time without notice. Epic will notify existing Clients, via email, of any major changes to Epic’s Terms of Service. Any new features that augment or enhance Client’s Software, including the release of new tools and resources, are subject to the Terms of Service. Continued use of the Software after any such changes shall constitute Client’s consent to such changes. Client can review the Terms of Service at any time at: www.epicbusinessapps.com/terms-of-service.

Client agrees that a violation of any of the terms below will give Epic sole discretion to terminate Client’s Account or other remaining contractual relationship with Epic.

ACCOUNT TERMS FOR SAAS CLIENTS, PLUS ALL WEBSITE AND APP CLIENTS HOSTED BY EPIC

- Client must be 13 years or older to use the Software, unless Client’s own Software End User Policy, Rules, or Terms & Conditions specifically state a different minimum age.
- Client must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- Client is responsible for maintaining the security of their account and password. Epic Business Apps cannot and will not be liable for any loss or damage from Client’s failure to comply with this security obligation.
- Client is responsible for all Content posted and activity that occurs under Client’s account (even when Content is posted by others who have access to Client’s account). Any illegal material in violation of local or federal laws shall be removed immediately.

- Client may not use the Software for any illegal or unauthorized purpose. Client must not, in the use of the Software, violate any laws in Client's jurisdiction (including but not limited to copyright laws).
- Client must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
- Client must not transmit any worms or viruses or any code of a destructive nature.

PAYMENT & REFUND TERMS

There are no refunds or credits for set-up fees or any partial months of SAAS platform service, app or web hosting.

Any lapse in monthly payment for more than one month will result in the app being removed from the app stores, and the app name will become available to others, once removed. If the app name is still available in the months/years from being removed from the app stores, and the Client would like to redeploy the app through our SAAS platform, Epic will charge a full build and redesign fee – whatever the current rates are at that time – to redeploy the app. The then-current monthly hosting and support rates will also apply at that time.

However infrequent, please note that in the event Apple and/or Google rejects an app based on the nature of its content or other policy violations, there will not be any refund of the design or build fee. Additionally, the full monthly SAAS platform service hosting fee is due each month, regardless of whether the mobile app was accepted to both, or just one, of the app platforms (Apple or Google Play).

All fees are exclusive of any taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

CANCELLATION & TERMINATION

Epic reserves the right to refuse service to anyone for any reason at any time, provided it does not violate any laws in Colorado.

Client is solely responsible for properly canceling their SAAS account. Account cancellation requests must be submitted in writing to info@epicbusinessapps.com. Cancellations by phone or sent to any other email address will not be considered valid.

If Client cancels their SAAS account before the end of current paid-up month, Client's cancellation will take effect that month and Client will not be charged again, unless, Client's Statement of Work (SOW) had a stated term (like a minimum one-year commitment), then Client will be obligated to pay the remaining balance of that term. If Client waits until the 1st of the month or later, Client is obligated to pay for that month and their account will be cancelled on the 1st of the following month.

For custom apps or websites, Client owns all of its proprietary code. In the event Epic hosts any of its Client's custom apps or websites, however, the same restrictions for SAAS accounts apply. All cancellations must be made in writing to info@epicbusinessapps.com and must be made before midnight on the last day of the month or else Client will be charged for the following month's term for hosting.

WARRANTY

Epic Business Apps does not warrant that (i) the Software will always meet Client's specific requirements, (ii) the Software will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Software will always be completely accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Client through the Software will meet Client's expectations, and (v) any errors in the Software outside the control of Epic will be corrected.

Epic does not warranty the Software or its products under the implied warranty for fitness for a particular purpose, the implied warranty of merchantability, or any other common law or warranty not expressly contained in this contract.

INDEMNIFICATION

Client agrees to indemnify and hold harmless Epic Business Apps, LLC, and all of its contractors, assignees, 3rd-party vendors, who have been engaged by Epic to work on Client's project against all losses, causes of action, liabilities, costs, expenses, claims and damages, including all expenses of litigation, reasonable attorney's fees, and court costs that Company may sustain or become liable for due to potentially illicit or illegal material or due to the nature of the Content the Client has authorized Epic to design, build and/or enter into Client's Software, as well as any Content that Client may later add by themselves to the Software that Epic had originally created or still hosts on Client's behalf.

MODIFICATIONS TO THE SERVICE & PRICES

Epic reserves the right at any time and from time to time to modify, discontinue, temporarily or permanently, hosting or support of the Software (or any part thereof) with or without notice. Upon any term renewal, Epic reserves the right to adjust the hourly, monthly or annual fees charged for its services.

Epic shall not be liable to Client or to any third party for any price change, suspension or discontinuance of the Software hosting.

From time to time, Epic may issue an update to any Software that resides on a platform for the Client.

Such updates made by Epic to the Software may add, modify, and/or remove features from the Software. These updates may be pushed out automatically with little or no notice, although Epic will try to provide at least 48 hours notice whenever possible in advance of an upcoming update, including details on what the update includes.

COPYRIGHT & OWNERSHIP

We claim no intellectual property rights over the material Client provides to any Software hosted or developed by Epic. The Client's profile and materials uploaded remain the property of the Client. However, by using any Epic-hosted Software service made available to the public, the Client agrees to allow others to view and share such Content. Epic does not pre-screen Content, but Epic has the right in its sole discretion to refuse or remove any Content that is available via any SAAS platform, website or app that is hosted by Epic.

Epic may make certain software available to a Client through a hosted, platform Software solution, also known as Software as a Service or "SAAS". If Client downloads or otherwise uses any SAAS solution, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data are deemed to be licensed to Client by Epic. Epic does not transfer either the title or the intellectual property rights to the SAAS platform, and Epic retains full and complete title to the SAAS, as well as any intellectual property rights therein. Client may not sell, redistribute, or reproduce the SAAS, nor may the Client decompile, reverse-engineer, disassemble, or otherwise convert the SAAS to a human-perceivable form. Any design work that Epic procures for Client on a SAAS platform, remains the intellectual property of Client.

For custom apps and websites, Clients retains the rights to all content, graphics and code, but only after Client has paid Epic all fees the Client is obligated to pay for based on signed Statement of Works, Change Orders and/or other Time & Materials work that the Client agreed in writing to have Epic complete.

GENERAL CONDITIONS

Client expressly understands and agrees that Epic shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Epic has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the SAAS or Software; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the SAAS or

Software; (iii) unauthorized access to or alteration of Client transmissions or data; (iv) statements or conduct of any third party on the SAAS or Software; (v) or any other matter relating to the SAAS or Software.

All Epic-branded Content included on its site, its Software, and through the SAAS, is the property of Epic Business Apps and is protected by U.S. and international intellectual property laws. This includes all Epic Content, Software, code, HTML/CSS, and visual design data.

Client understands that Epic uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the SAAS and custom apps and websites. Client agrees that it cannot hold Epic liable for the actions of any third party.

Client understands that the technical processing and transmission of the SAAS, or any other Software that Epic hosts and services, including Client's Content, may be transferred unencrypted and involves (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

The failure of Epic to exercise or enforce any rights or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between Client and Epic, and governs Client's use of the Software or SAAS, superseding any prior agreements between Client and Epic (including, but not limited to, any prior versions of the Terms of Service).

SAAS Platform-Related General Conditions

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When accessing or using any SAAS solution, Client agrees to obey the law and to respect the intellectual property rights of others. Client's use of an SAAS platform is at all times governed by and

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Client's use of the SAAS is at Client's sole risk. The SAAS platform is provided on an "as is" and "as available" basis.

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