visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF WEST COVINA (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**
Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website.

(b) **Upgrade Services**
Vision Internet will provide Upgrade Services which include:
- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

Client's Initials _____

Vision Internet's Initials _____

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:
- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:
- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

2. Fees

Rate: $7,800 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, $85/hr; Graphic Production $95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, $105/hr; Consulting, Project Management, Database Design, Dynamic Programming, $135/hr; Graphic Design, Training, $125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, fees to any third party vendors if applicable, and websites exceeding 5GB of storage. Websites exceeding 5GB of storage shall be subject to a monthly fee of $50 per 5GB increment. Maintenance work is

Client's Initials

Vision Internet's Initials

considered Extra Work as defined herein. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of $135.

3.   Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by five percent (5%) per year, for each annual renewal term extending the term hereof.

4.   Subscription Services Website Usage

(a)   The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b)   The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c)   The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d)   The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e)   The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f)   The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all

3

Client's Initials __

Vision Internet's Initials __

use of Subscription Services accessed through the Client's passwords. The Client's passwords are not transferable to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

4

Client's Initials

Vision Internet's Initials

6. Indemnification

(a)   Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b)   The Client will defend, hold harmless and indemnify Vision Internet, its officers, directors, shareholders, employees and agents from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of the Client's negligence or intentional misconduct.

7. Defaults
The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

(a)   Any Misuse of Vision Internet resources that disrupts Vision Internet's business.

(b)   The Client's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a)   If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b)   If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c)   If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property
This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement ("Documents & Data"), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

10. Other

(a)   The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

5

Client's Initials _y/IN_

Vision Internet's Initials _yV_

(b)   The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

(c)   Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d)   This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

(e)   Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to the immediately preceding paragraph, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or the comparable rules promulgated by ADR Services or JAMS in Los Angeles, California. The arbitration shall take place in the County of Los Angeles. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

(f)   Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g)   With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h)   The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

6

Client's Initials

Vision Internet's Initials

(i)   Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j)   This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k)   It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l)   This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

(m)   All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of West Covina

Address: 1444 W. Garvey Avenue
West Covina, CA 91790
Attn: Nita McKay
Fax: (626) 939-8606

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor
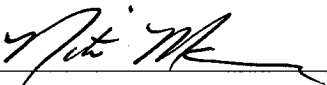Santa Monica, California 90403
Attn: Steven Chapin
Cc: Rose De Vries
Fax: (310) 656-3103

7

Client's Initials

Vision Internet's Initials

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

CITY OF WEST COVINA

DATE: _8-11-14_ By: _____

Print Name__Nita McKay_____ Print Title_____

Director of Finance and Administrative Services

VISION INTERNET PROVIDERS, INC.

DATE: _8/1/14_ By: _____

STEVEN CHAPIN   Title: President

Addendum 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features
The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface

- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery

- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page

- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)

9

Client's Initials _____

Vision Internet's Initials _____

| • Friendly URL Redirect | • Sitemap Generator |

USER EXPERIENCE AND INTERACTIVITY

• Business Directory	• In-page Content Editing
• Community Spotlight	• Job Posts
• Dynamic Calendar System	• News
• Dynamic Homepage	• RFP Posts
• Facilities Directory	• Rotating Homepage Banners
• Facilities Reservations	• Service Directory
• Feedback Form	• Staff Directory
• Form Builder	• Sticky News
• Frequently Asked Questions	• Weather Update

DEPARTMENT MANAGEMENT

• Department-Level Administration
• Department-Level Navigation
• Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

• Audio and Video Embedding	• govTrack CRM™
• Bookmark and Share	• OneClick Social Networking™
• eNotification	• Photo Gallery & Slideshow
• Emergency Alert (site wide)	• RSS FeedReader™
• Facebook FeedReader™	• Twitter FeedReader™
• Forward to a Friend	

ACCESSIBILITY

• Automatic Alt-Tags	• Google Translation Integration
• Dynamic Font Resizing	• Printer Friendly Pages
• Dynamic Reader Download Links	• Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

• Responsive Design with visionMobile™

2. Customizations

The following are customizations provided in Client's project:

• None.

Client's Initials

Vision Internet's Initials