

Application Studio Renewal

Croton-on-Hudson, NY

8310 N. Capital of Texas Hwy. Bldg. 2, Ste. 250, Austin, TX 78731
www.GovOS.com



Proposed on: 2024-05-06



Confidential and Proprietary

Pricing Summary

Name	QTY	Price
Digitize	1	\$4,098.00
Platform Standard User Licenses	3	\$0.00
Number of Forms	999	\$0.00
Limited User License	1	\$0.00
Optimization Fee	1	\$409.80

Annual Contract Value: \$4,507.80

Additional Comments:



Proposal Terms

General Information

Expiration of Proposal: Without acceptance of this proposal (this "Proposal"), pricing provided herein is good until 2024-05-18.
After said date, if not accepted, this Proposal shall be void.

Defined Terms: • "Effective Date" means the date this Proposal is signed by Customer.
WFO means GovOS's standard terms of use, which can be found at

Customer Information

Organization Name Croton-on-Hudson, NY
Primary Address 1 Van Wyck St
Croton On Hudson, New York, 10520-2525
Primary Contact Name Bryan Healy
Primary Contact Email bhealy@crotononhudson-ny.gov



Existing Contract Information

Title of Master Contract: <https://govos.com/products/application-studio/terms-of-use/>
If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU.

Effective Date of Master Contract:: 2023-06-01

Expiration

Date of Master 2024-05-31

Contract::

Original
Parties (if
applicable):

If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Agreement.

Amendment(s) to Existing Contract

[X] Automatic
Renewal:

Following the initial term, the Agreement will automatically renew for additional one-year periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.

~~Period~~ Extension

Number of Month(s): 12

Beginning the day following the "Expiration Date" indicated above (the "Extension Period"). For the sake of providing clarity, the Extension Period will end on 2025-05-31.

Hardware:

If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOS makes no representations and disclaims any and all warranties with respect to such hardware or equipment.



Financial Terms

Fees:

Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "Fees").

Payment Terms:

All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.

Annual Fee Increase: Unless otherwise indicated in the table of Fees above, following the initial Term, on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.

Late Payments: Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.

Collection Costs; Suspension of Services: Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

Miscellaneous Terms

Piggyback: During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "Piggyback Entity") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

Modification of Incorporated Documents: GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.

Conflicting Terms: In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Existing Contract, then this Proposal shall control.

Purchasing Agent Information: By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Proposal #:	0061P00000c6XGJQA2
-------------	--------------------

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

Signature of Authorized Representative

Title

Date

GovOS Signature

Signature of Authorized GovOS Representative

Title

Date