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Addendum #4 for visionCMS™ Upgrade

This Addendum for visionCMS™ Upgrade ("Addendum") specifies additional work for the City of Fort Lauderdale ("Client"). The Client desires Vision Internet Providers, Inc. ("Contractor") to perform work specified in the attached Scope of Services ("Scope"), attached hereto and incorporated herein by this reference.

1. Price: Contractor agrees to perform work in Scope and to deduct \$1,597 (13.17 hours) from the Client's accumulated maintenance hours.
 - A. Client agrees to pay Contractor the remaining cost in full upon completion of work in Scope.
2. Contractor will provide Client annual subscription services as defined in the Subscription Services Agreement, attached hereto and incorporated herein by this reference.

12-17-13
PUR-9
13-1624



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE
Jack Seiler
Jack P. "Jack" Seiler, Mayor
Lee R. Feldman
Lee R. Feldman, City Manager

Approved as to form:

Paul Bandy
Senior Assistant City Attorney

WITNESSES:

Rose DeVries
Print Name:

VISION INTERNET PROVIDERS, INC.

By: Steven Chapin
Steven Chapin
President

(Corporate Seal)

ATTEST:

By: Katrina Bondoc
Print Name: Katrina Bondoc
Title: Contact Liaison

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Steven Chapin as president for Vision Internet Providers, Inc., a California corporation.

See Attached
Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR produced Identification _____
Type of Identification Produced _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On January 20, 2014 before me, R. O. DeVries, Notary Public
(Here insert name and title of the officer)

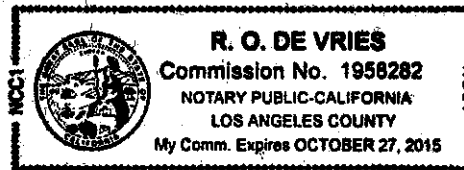
personally appeared Steve and Charin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. O. DeVries
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

 (Title or description of attached document)

 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Scope of Services

visionCMS™ Upgrade

Vision Internet ("we") will no longer implement the City's CMS 5 Upgrade as described in Enhancements #3 and will instead apply those funds toward the City's visionCMS™ upgrade.

Because the City of Fort Lauderdale ("City" or "you") is already a client, we can provide a cost effective upgrade to our advanced visionCMS™, retaining much of the functionality of your current site while providing many new features.

We are excited at the prospect of upgrading your website to the latest version of our content management system, visionCMS™ has incorporated many new innovations that will make managing your website easier. This system is built upon .NET technology, incorporates new tools and improved functions, and is easier to use. The staff will see and appreciate the difference!

The improvements included in this version can be found in Attachment A of the Subscription Services Agreement.

While the most important tools and functions carry over to the new version, *not all functionality* from your current content management system may be included in the new .NET version. We will do everything reasonably possible to ensure 95% similarity between your current design and that of the new version. Please note:

- If your staff has created customizations or integrations, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The Polling Tool will not be immediately available after the initial upgrade. It will be made available later in 2013 as part of the visionLive™ Roadmap specified in the Subscription Services Agreement.

As a part of your visionCMS™ upgrade, we will also migrate all the content over to the new site, *except for content from the Form Tool*. The Form Tool is a third party application and the City will need to recreate forms currently used on the website.

Project Notes

N/A

Contact

Questions regarding the above mentioned item can be referred to Account Manager Jeff Pook.



Price for Services

visionCMS™ Upgrade			
Programming Hours	89	\$134.36	\$11,958.04
Content Migration	9	\$84.60	\$761.40
Rounding Discount			(\$10.44)
VCMS™ 5.0 Upgrade – Cancelled Task			(\$8,000.00)
13.17 Maintenance Hours Deduction			(\$1,597.00)
Total Remaining Cost			\$3,112.00

The cost listed above represents the difference between upgrading the City's website to VCMS™ 5.0 and upgrading the City's website to visionCMS™. Please note that we are using GSA pricing for this project (GSA Contract Holder Number GS-07F-0509W).

As you discussed with Account Manager Jeff Pook, a portion of the cost of the Scope of Services above will be deducted from your accumulated maintenance hours.



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

These Terms and Conditions, and any addendum signed by the parties and attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation authorized to transact business in the State of Florida, ("Vision Internet"), and CITY OF FORT LAUDERDALE, a Florida municipality, (the "Client" or "City"), 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."

Please note that we are using GSA pricing for this Agreement (GSA Contract Holder Number GS-07F-0509W).

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 is not providing Hosting Services. Client will provide Hosting Services on its own infrastructure. Vision Internet will assist Client with setting up the website on Client's server according to Vision Internet's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate set forth in the GSA contract.

(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 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".

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. Client must provide Vision Internet server access upon request or notice to receive Upgrade Services and at no time may Client modify the code. Modification of code may result in files being overwritten.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- New VCMS Interactive Components.
- 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 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

Rates, based on GSA Contract Number GS-07f-0509W: \$12,418 for Year 1 and \$12,421 for Year 2 of the Initial Term (defined below), payable to Vision Internet in U.S. funds in advance. The Year 2 rate of \$12,421 shall be subject to increase for 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, \$84.60/hr; Graphic Production \$94.55/hr, Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$104.50/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$134.36/hr; Graphic Design, Training, \$124.41/hr. Client shall be responsible for any or all additional fees for additional goods or services purchased by Client including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$134.36.

3. Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of two 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 the Rate payable to Vision Internet hereunder shall be subject to the then-current annualized rate, for each annual renewal term extending the term hereof. This Agreement shall be coterminous with GSA Contract Number GS-07F-0509W, Contract Period July 1, 2010 to June 30, 2015 and shall be automatically extended in the event the GSA Contract is extended. If the GSA Contract is not extended before the Year 2 payment is due, a pro-rated payment will be made to coincide with the contract end date of June 30, 2015. A payment for the balance of the Year 2 fee will be made once the GSA contract is extended.

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, hacking, 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.

(f) The Client will have password access to the VCMS through the Subscription Services. To the extent they are confidential pursuant to Florida law, 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 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 in accordance with Florida law.

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 from the Vision Internet communications network and different content from that 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.

(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.

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, recklessness, 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 by Client that disrupts Vision Internet's business.



(b) The Client's material 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 displayed content is no longer in violation of any of the foregoing provisions. However, unless the display of violative content is a result of hacking by a third party, 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. In such case the Client shall not be liable for payments due under this Agreement following the discontinuance of access or during the suspension of access; 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, in which case a pro rata refund will be provided to Client for services not performed by Vision Internet.

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.

(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 Florida. Further, jurisdiction and venue for any cause of action or claim with respect to this Agreement and the services provided hereunder shall be exclusively in Broward County Florida, or in the event of federal jurisdiction, in the Southern District of Florida.



(e) Notwithstanding anything contained in this Agreement to the contrary, Contractor shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(f) Should a dispute, including but not limited to any litigation 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 an award of reasonable attorneys' fees, reasonable 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. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

(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 exhibits, 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 by a court of competent jurisdiction 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 Fort Lauderdale
Information Technology Department
100 North Andrews Avenue, 2nd Floor
Attn: Kevin Keimel
Fax: (954) 828-5122

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



Attachment A

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:

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Custom Fields
- 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

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Navigation Control
- Navigation Redirect
- Page Linking

- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

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

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

- Agenda and Minutes Archive
- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- GovTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- Responsive Design with visionMobile™
- RSS FeedReader™
- Twitter FeedReader™

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

- Approval Cycle



2. Customizations

The following are customizations provided in Client's project:

- None