

RESOLUTION NO. 13-045

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached agreement with IQM2 for Government Meeting Management.

Approved this 4th Day of March, 2013.



Government Meeting Management Software

Revised

City of Decatur, AL

Submitted By:

Doug Eden
COO

IQM2 Inc.
100 Comac Street
Ronkonkoma, NY 11779
(631) 619-2017

2/19/2013-Update

IQM2, Inc. Terms, Conditions and Pricing for City of Decatur, AL

IMPORTANT NOTICE TO USER: IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of Alabama.

2. Software License. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

3.2 Service Level Agreement "SLA". Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 Hosting. IQM2 agrees to maintain customer data in a Tier-2 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

3.4 Ownership of Data. All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

4. Payment Terms & Fees

4.1 Billing Procedures. **SaaS Services of \$750 per month billing will begin on April 15th, 2013 after parallel meeting cycle. Should the City of Decatur, AL not choose to move forward before this date there will be no charges.** Each subsequent payment will occur on the 1st or 15th of each month. IQM2 reserves the right to charge a 5% cost of living per year. Payment Terms are **NET 30** Days. This agreement can be terminated at any time with **30 days** prior written notice.

4.2 Travel Expenses. Travel expenses are not included and will be invoiced separately.

4.3 Hardware. IQM2 does not warranty any hardware. Hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost.

5. Pricing Structure:

SKU #	Description	Monthly SaaS	One Time
20-305	MinuteTraq - Unlimited	\$750 / mo	
10-002	System Configuration, Training & Implementation		Waived/Included
11-002	Training Academy-On going-Training		Waived/Included
Total – Monthly SaaS		\$750 / mo	

6. Electronic Payment Discount: IQM2 offers an optional 2% discount on all services that can be electronically paid through credit card.

Type

Card #

Name on Card

Expires

Billing Address (Street, City, State, Zip)

Security Code

City of Decatur, AL

IQM2, Inc.

Signature

Signature



Printed Name, Title

Daryl Blowes, CEO

Printed Name, Title

Date:

Date: **1/23/2013**