

NORTH CAROLINA
CHATHAM COUNTY

AGREEMENT FOR GOODS AND/OR SERVICES

THIS AGREEMENT FOR GOODS AND/OR SERVICES (this "Agreement"), made and entered into this 2nd day of -
June _____, 2026 by Chatham County, a corporate and body politic of the State of North Carolina (the "County / "Customer")
and CivicPlus, LLC, 302 S 4th Street Suite 500 Manhattan KS 66502 (the "Contractor / "CivicPlus LLC"). Either the County or the
Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner
in accordance with the standards of Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified
in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as
follows:

1. Term of Agreement: The term of this Agreement shall commence on June 19, 2026 and end on June 18, 2027. This Agreement shall be automatically renewed for successive years with an updated pricing schedule unless the county provides notice of termination no later than thirty (30) days before the end of the current term.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Statement of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$8,321.01, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law. Customer shall have no obligation to preserve the confidential nature of any information which: at the time of its receipt, was known to the Customer free of any obligation to keep it confidential;
is or becomes publicly available by other than an unauthorized disclosure: is developed by or on behalf of the Customer independent of any Information furnished under this Agreement; is received from a third party whose disclosure does not

violate any confidentiality obligation; or, is required to be disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and only after sufficient notice is given by the Customer to the County of any such requirement or request to permit the County to seek an appropriate protective order or exemption from such requirement or request.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of a majority of its assets or merger.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
Attn: County Manager
Post Office Box 1809
Pittsboro, North Carolina
919.542.8200

Contractor Name: CivicPlus LLC
Attn: Legal Department
Address: 302 S 4th Street Suite 500
City, State, Zip Code: Manhattan KS 66502
Phone: 888 228-2233
Email: legal@civicplus.com

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement. This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions available at <https://www.civicplus.help/civicplus-help-center/docs/master-services-agreement> (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. Cause: If the duties under this Agreement are not materially performed as specified herein, this Agreement may be terminated by the non-breaching Party for cause after providing notice and a minimum of a thirty (30) day cure period. Grounds for termination for cause shall include, but not be limited to, the following:
 - i. Failure to respond to reasonable requests from the County to provide the Services covered by this

Agreement.

- ii. Failure to maintain the insurance required by this Agreement.
- iii. Charging rates or fees in excess of those permitted under this Agreement.
- iv. Inefficient, or unsafe practices in providing Services.
- v. The material breach of any provision of this Agreement.

- b. Convenience: The County reserves the right to terminate this Agreement upon sixty (60) days written notice to Contractor prior to the end of the current term for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage. Due to the electronic nature of the Services, in no event, other than material breach of this Agreement by CivicPlus, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or CivicPlus' failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious.

- 16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services provided under this Agreement up to and through the Contractor's receipt of notice of termination. Notwithstanding the foregoing, in the event of termination due to non-funding, Customer shall be responsible for any outstanding invoices or fees or for services already performed, and all such amounts owed shall become due immediately.
- 17. Indemnity: CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus' indemnification obligations under this Section are conditioned upon the Customer: promptly notifying CivicPlus of any claim in writing; cooperating with CivicPlus in the defense of the claim; and granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.
- 18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractors are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists.
- 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.

CHATHAM COUNTY

By: _____
Bryan Thompson, County Manager

This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.

Roy Lynch, Finance Director

CONTRACTOR

By: Amy Vikander

Name: Amy Vikander

Title: Senior VP of Customer Success

APPENDIX 1

302 South 4th Street, Suite 500
Manhattan, KS 66502
P. 888-228-2233 ext. 291

Contract #: 00099214
As of Date: 05/20/2026
Renewal Date: 06/19/2026

Client:
Chatham County, NC

Bill To:
CHATHAM COUNTY, NORTH CAROLINA

QTY	DESCRIPTION
1	Social Media Archiving Standard
Renewal Total: \$8,321.01	

1. This renewal Statement of Work ("SOW") is between Chatham County, NC ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <http://www.civicplus.help/hc/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 06/19/2026 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 5% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

If a PO Number is required, please send to accounting@civicplus.com

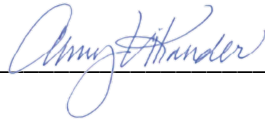
Acceptance of Contract #: 00099214

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By: _____ By:  _____

Name: _____ Name: Amy Vikander

Title: _____ Title: Senior VP of Customer Success

Date: _____ Date: 6/2/2026

APPENDIX 2
INSURANCE REQUIREMENTS

Worker's Compensation
Statutory Limits

Automobile Liability
\$250,000 bodily injury per person
\$100,000 property damage

General / Professional Liability
\$ 100,000 bodily injury per person
\$ 500,000 bodily injury per occurrence
\$ 100,000 property damage
\$1,000,000 errors and omissions and
negligent performance

NOTE: The above amounts are the minimum amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a vendor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a vendor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the vendor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.

Do not send this appendix to an outside vendor.