



**ClerkBase®**

www.ClerkBase.com | 2220 Plainfield Pike | Cranston, Rhode Island 02921 | 866.676.9486

*Building Trust through Transparency*

## **OnBoard Agreement**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017, between **ClerkBase**, a division of CompBase, Inc., a Rhode Island corporation with a principal place of business at 2220 Plainfield Pike, Cranston, Rhode Island ("ClerkBase"), and **The City of Gahanna, OH**, a municipality organized and existing in accordance with the laws of the State of Ohio, with a principal place of business at 200 South Hamilton, Gahanna, OH 43230 ("Licensee").

In consideration of the mutual promises contained below, the parties agree as follows:

### **1. Program Product**

ClerkBase will supply a portal to the OnBoard web application for purposes of entering, tracking and reporting on board/commission member information as described in product brochure and listed on our website at <http://www.clerkbase.com/onboard.php>, as well as free technical support, in accordance with the terms stated in this Agreement and the End User License Agreement, at the prices and stages stated below.

**OnBoard Annual Subscription**

**\$1,200.00 per year**

Data is stored and backed up on ClerkBase servers, using industry standard procedures and security. Any security breach will be disclosed to the City. All data resides in Data centers in the United States and is property of the City of Gahanna. In the event we part ways in the future or we go out of business the City will receive a copy of all data in a format that can be imported or utilized in some way in a different system.

### **2. Term/Termination**

The initial term of this contract shall be one (1) month, commencing on \_\_\_\_\_, 2017. This monthly contract will automatically renew for an additional month until January 1, 2018, subject to mutual written agreement of the parties and in accordance with the Renewal terms specified herein.

Licensee agrees to pay the prorated, monthly subscription charge of \$100.00 during the initial term of this Agreement as set forth herein. Renewal of the Annual Subscription charge following the initial term of the Agreement and effective commencing January 1, 2018 is \$1200.00 subject to mutual written agreement of the parties. Thereafter, OnBoard's Annual Subscription is automatically renewable for each subsequent year unless notified in writing thirty (30) days prior to the start of a new twelve (12) month term. Either party may cancel this Agreement at any time upon thirty (30) days prior written notice. In the event Licensee terminates the Agreement prior to the end of any term, Licensee shall be responsible for its prorated share of the Annual Subscription up to its notice of termination.

ClerkBase agrees to provide said product on an initial 30 day trial basis. Licensee may cancel subscription within the first thirty (30) days without penalty.



**3. Non-discrimination**

ClerkBase agrees that all hiring by ClerkBase of persons performing this Agreement shall be on the basis of merit and qualifications. ClerkBase will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. ClerkBase will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. ClerkBase will be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder. ClerkBase will require these nondiscrimination terms of its subcontractors providing services under this agreement.

**4. Payments**

Invoice is payable within forty-five (45) days upon receipt of invoice.

For LICENSEE: City of Gahanna, OH

Date: \_\_\_\_\_

By: \_\_\_\_\_ Attest: \_\_\_\_\_

For ClerkBase:

By: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## OnBoard End User License Agreement - Terms of Use

This is an agreement between the end user and CompBase, Inc., dba ClerkBase - Read carefully before using this web application. By using this web application, you agree with these terms of use.

- 1) This application (hereinafter referred to as "OnBoard") is a Board & Committee Tracking and Reporting Tool web application provided by CompBase, Inc. (hereinafter referred to as "ClerkBase").
- 2) You cannot use OnBoard without accepting the terms and conditions of this End User License Agreement (EULA). Once you open OnBoard, it is considered that you accepted all of the terms and conditions of the EULA and you will be licensed to use OnBoard for municipal use only, solely in connection with your computer devices as set out below.
- 3) Scope of permitted use. OnBoard is for municipal use, the administration module for internal use by you for your municipality, and the public view for public use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey any software, products or services obtained from OnBoard without the prior written consent from ClerkBase. You may not disassemble, decompile or otherwise reverse engineer all or any portion of OnBoard. You acknowledge that OnBoard is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export OnBoard, directly or indirectly, to any countries that are subject to U.S. export restrictions.
- 4) Upon your acceptance of the EULA, it is considered that you agreed to changing the terms and conditions of EULA at any time by ClerkBase without your separate acceptance. When such changes are made to EULA, prior notification will be provided and you shall be bound to the updated version.
- 5) All the rights in the OnBoard are owned by ClerkBase and/or any third parties from whom ClerkBase received the rights to provide OnBoard.
- 6) Under all conditions, ClerkBase can stop distributing OnBoard at our sole decision.
- 7) No warranty; limitations of liability
  - a) ClerkBase provides OnBoard "as is," "with all faults" and "as available." ClerkBase does not guarantee the accuracy or timeliness of information available from OnBoard. Your use of OnBoard is at your sole risk. ClerkBase gives no express warranties, guarantees or conditions. ClerkBase excludes any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.
  - b) ClerkBase makes no representations about the suitability, reliability, availability, timeliness, or lack of viruses or other harmful components related to OnBoard.
  - c) You understand and agree that ClerkBase shall not be liable to you for any direct, indirect, punitive, incidental, special consequential damages or any damages whatsoever including, without limitation damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of OnBoard, with delay or inability to use OnBoard, or the provision or failure to provide OnBoard, whether based on contract, tort, negligence, strict liability or otherwise, even if ClerkBase has been advised of the possibility of damages.
  - d) each provision of this clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiration or termination of this agreement.
- 8) Rhode Island state law governs the interpretation of this Agreement, regardless of conflict of laws principles. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Providence County, Rhode Island, USA for all disputes arising out of or relating to this Agreement.