

Foxfire Village, NC

Citizen Notifications & Alerts

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Prepared By:

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Prepared For:

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Village Administrator/ Clerk

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Subscriptions & Services

Description	Amount
GONotify Citizen Notifications & Alerts (Notify) - Unlimited Subscription	\$3,600 /year
Voice & Text Sending of SMS & Voice Messages - 20,000 Credits Per Year	\$800 /year
Services: \$0 Annually: \$4,400	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	
Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	
Contract Term Information			
Initial Subscription Period:	12 months starting:		

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **Ownership & License:** GOGov, Inc. (dba “GOGov”) owns all intellectual property in the software products listed in the Subscription and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use the Software if you maintain your annual subscription.
3. **Continued Services**
 - 3.1 **Hosting.** GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 **Ownership of Data.** All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 **Subscription Term and Termination.** The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
 - 4.2 **Payment Terms.** Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30** Days from the invoice date.
 - 4.3 **Taxes & Obligations.** Customer agrees to pay the amounts specified in the Order, which are non-cancelable and non-refundable, based on services purchased, not usage. Fees do not include any applicable taxes (e.g. sales, VAT, or withholding). For non-tax-exempt customers, Customer is responsible for paying all Taxes associated with its purchases hereunder and may be invoiced separately by GOGov.
 - 4.4 **Convenience Fees.** For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
 - 4.5 **Voice & SMS.** For customers using Voice and SMS services only. Customer must purchase a minimum of 10,000 credits per year to keep the Voice & SMS subscription active. Credits are non-refundable but will carry forward as long as the subscription remains active. Each SMS message uses 1-credit for each segment (160 characters) sent or received. Voice services use 1-credit per minute of outbound or inbound calls, except for calls to Alaska (907 area code) which cost 7-credits per minute (credit costs are subject to change). Upon cancellation of the Voice & SMS subscription any unused credits are forfeit and the leased Phone Number will be released and no longer available. Customer must abide by all federal and state laws and regulations for SMS & Voice calling usage including following a proper opt-in process (gogovapps.com/terms#sms).
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

- 6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.
- 7. **Other Provisions**
 - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
 - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.

Village of Foxfire, NC

Sign: _____
Name: Daryl Blowes
Title: CEO
Date: _____

Sign: _____
Name: _____
Title: _____
Date: _____

Additional Customer Signatures (Optional)

Sign: _____
Name: _____
Title: _____
Date: _____

Sign: _____
Name: _____
Title: _____
Date: _____



Citizen Notifications

450+ customers
2m+ citizens engaged
7m+ issues resolved



Benefits for Citizen Notifications



Send Targeted Content

Setup subscription groups which allows citizens to subscribe to content.



Branded Mobile App

Provide your citizens with a mobile front door to government services.



Multi-Channel Communication

Mobile app, Email, SMS/texting, voice and social media.

All of Your Communication In One Spot

Event Updates

Election Information

Weather Updates

Road Closures

Holiday Reminders

Meeting Information

Job Openings

Facility Closures

And More...



Get Started Today!



www.GOGovApps.com | Sales@GOGovApps.com | (888) 464-6811

Citizen Benefits

Branded Mobile App

One place to access all notifications and important information directly from your local municipality.

Subscription Lists

Citizens can subscribe to the types of notifications that they want to receive.

Direct Notifications

Citizens rest assured that they won't miss important communications because they are delivered directly to their phones.

Staff Benefits

Message Editor

Create detailed and stylish communications with our user-friendly editor by including pictures, formatting and links.

Multi-Channel

Push content to all important channels such as email, mobile push notifications, SMS/texting, voice and social media with just a few clicks.

Marketing Support Included

Benefit from GOGov's continuous marketing support to keep the community engaged with the app, ensuring ongoing awareness and utilization of the platform.

Manager Benefits

Efficient Communication

Quickly share important updates to residents for improved responsiveness across multiple communication channels.

Enhanced Citizen Engagement

Engage residents more effectively by providing timely and relevant information.

Streamlined Operations

Foster community involvement with timely notifications and updates.

Support & Training

All-Inclusive Training & Support

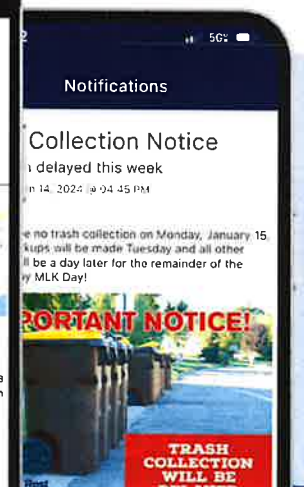
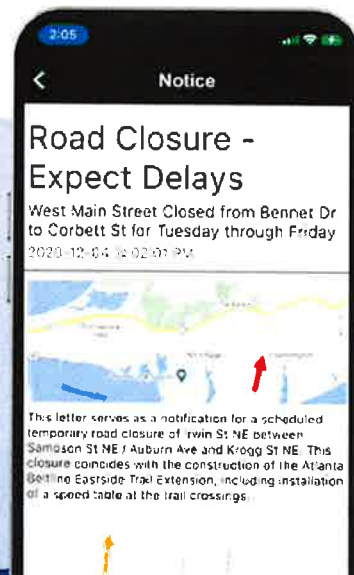
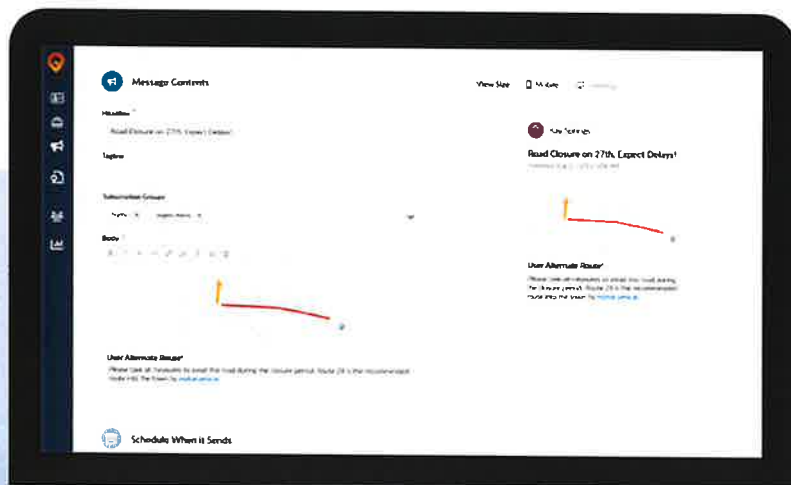
We provide unlimited access to a dedicated trainer as well as unlimited access to our support team via phone, web and email.

Ongoing Training & Support

Continuous assistance to adapt to changes, train new staff, and maintain performance.

Performance & Reliability

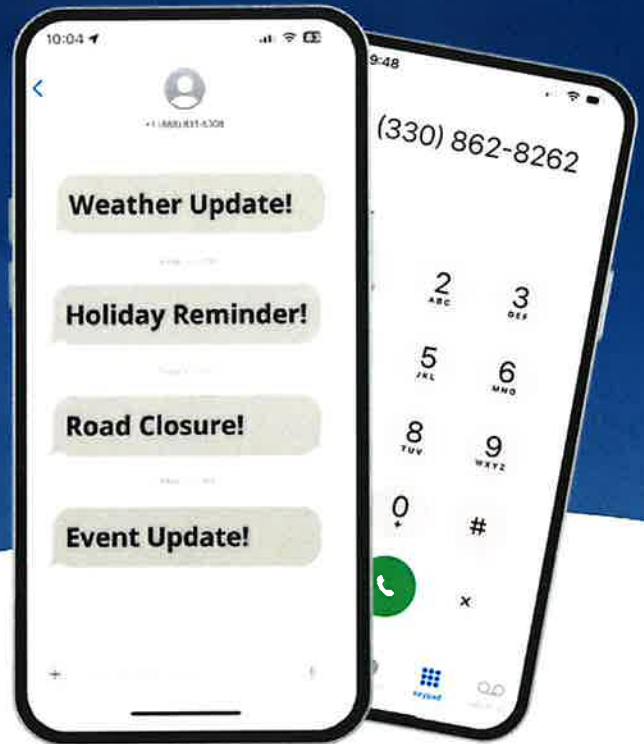
Dependable products with world-class infrastructure for uninterrupted service availability.





SMS/Texting & Voice

SMS & Voice messages are now available to be added to your subscription! Easily reach your residents across multiple communication channels with GOGov.



Reach Your Residents



SMS Texting

Easily send text messages directly to your residents phone.



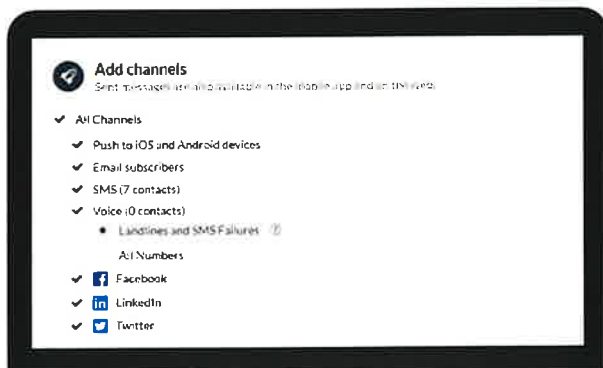
Voice Messaging

Create detailed voice transcriptions to send to your residents.



Multi-Channel Communication

Easily push content to all important channels with a few clicks.



All of Your Communication In One Spot

- ✓ Event Updates
- ✓ Road Closures
- ✓ Water Boil Notices
- ✓ Meeting Information
- ✓ And more...
- ✓ Facility Closings
- ✓ Holiday Reminders
- ✓ Election Information
- ✓ Job Openings



