



# Service Agreement

For iWorQ Applications and Services

**Prepared for:**

**Marshall County, IA  
Marshalltown, IA 50158, USA  
Population: 40105**

**Prepared by:**

**Jade Porter  
iWorQ Systems**

**Agreement ID: 263444**



## **AMENDMENTS & EXCEPTIONS**

### **AMENDMENTS AND EXCEPTIONS TO STANDARD SERVICE AGREEMENT**

This section outlines approved amendments and exceptions to standard terms. In the event of a conflict, the terms in this section shall supersede the standard terms of this Agreement, but only to the extent expressly stated herein. All other provisions of the Agreement remain unchanged and fully enforceable.

#### ***Amendment - Tablet Incentive***

- iWorQ Systems will include 1 free wifi-enabled tablet and 1 free iPad, if agreement is signed and returned by 09-30-2026 (tablets to be sent upon receipt of payment).



Marshall County, IA hereafter known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all iWorQ application(s) and service(s) including the application(s) and service(s) listed in Appendix A.

### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

### **4. CUSTOMER DATA:**

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. iWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).



Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

## **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

## **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

## **7. TERMINATION:**

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.



Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

## 8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

## 9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

## 10. CUSTOMER IMPLEMENTATION INFORMATION:

### Primary Implementation Contact: (\* all fields required)

Name\*: Austin Ewalt Title\*: Operations Superintendent

Office Phone\*: 641-754-6344 Cell\*: 641-750-1089

Email\*: aewalt@marshallcountya.gov

### Secondary Implementation Contact: (\* all fields required)

Name\*: Paul Geilenfeldt Title\*: Marshall County Engineer

Office Phone\*: 641-754-6343 Cell\*: 641-750-1387

Email\*: pgeilenfeldt@marshallcountya.gov

**11. CUSTOMER BILLING INFORMATION: (\* all fields required)**Billing Contact\*: Jill Tompkins Title\*: Assistant to the EngineerBilling Address\*: Marshall County Engineer, 101 E Church St, Marshalltown, Iowa, 50158Office Phone\*: 641-754-6343 Cell\*: N/AEmail\*: jtomkins@marshallcountya.govPO #: N/A Tax Exempt ID # (required): 42-6004936

Note: If a tax-exempt number is not provided, a 10% service increase will be added to the yearly invoice.

**12. ACCEPTANCE: (\* all fields required)**

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the agreement and agree and accept all the terms.

Signature\*: \_\_\_\_\_ Effective Date\*: \_\_\_\_\_

Printed Name\*: \_\_\_\_\_ Title\*: \_\_\_\_\_

Office Phone\*: \_\_\_\_\_ Cell\*: \_\_\_\_\_

*Unless otherwise stated, Service Period starts the first day of the month after signature and Effective Date.*



**APPENDIX A**  
**APPLICATIONS, SERVICES AND PRICING SCHEDULE**

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## Standard Billing Terms

### Recurring Fees:

| Standard Invoice Date             | Amount      | Invoice Purpose | First Year Service Period |
|-----------------------------------|-------------|-----------------|---------------------------|
| 30 Days Prior to the Period Start | \$15,000.00 | Annual Invoice  | 10-01-2026 - 09-30-2027   |

### Setup Fees

| Standard Invoice Date             | Amount      | Invoice Purpose        | First Year Service Period |
|-----------------------------------|-------------|------------------------|---------------------------|
| 30 Days Prior to the Period Start | \$10,000.00 | Agreement Setup Amount | 60 Days after Kickoff     |

### Annual Subscription Fees

| Application ID | Classification | Application Name                   | Agreement Pricing |
|----------------|----------------|------------------------------------|-------------------|
| 500            | E - Added      | Fleet Management                   | \$5,000.00        |
| 700            | E - Added      | Fleet Request                      | \$0.00            |
| 100            | B - Added      | Work Management                    | \$10,000.00       |
| 300            | B - Added      | County Road Based Asset Management | \$0.00            |
| 1400           | B - Added      | Sign Management                    | \$0.00            |
| 1300           | B - Added      | Pavement Management                | \$0.00            |
| ADD-16         | Added          | GIS RestServices Public Works      | \$0.00            |

**Subscription Fee Total (This amount will be invoiced each year) \$15,000.00**

### One-Time Setup

| Service(s)                             | Agreement Pricing |
|----------------------------------------|-------------------|
| Implementation and Setup Cost (Year 1) | \$10,000.00       |



|                             |                    |
|-----------------------------|--------------------|
| Recurring Agreement Pricing | \$15,000.00        |
| Agreement Setup             | \$10,000.00        |
| <b>Total Due Year 1</b>     | <b>\$25,000.00</b> |

## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date.
- II. This Subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days.
- III. This cost proposal cannot be disclosed or used to compete with other companies.



## Package(s) Purchased

| Public Works       | Fleet/Cross Connection |
|--------------------|------------------------|
| Public Works Basic | Fleet Enterprise       |

## Product Descriptions

| Application / Feature                                       | PW Basic |
|-------------------------------------------------------------|----------|
| Work Management                                             | x        |
| Sign Management                                             | x        |
| Pavement Management                                         | x        |
| Available on Multiple Device Types                          | x        |
| OpenStreetMap w/ Quarterly Updates                          | x        |
| Configurable Dashboard, Fields, & Reports                   | x        |
| File Usage Allowance*                                       | x        |
| Sensitive File Uploads                                      | x        |
| Track Completed Work & Maintenance History                  | x        |
| Sign Layer on OpenStreetMap                                 | x        |
| Road Layer on OpenStreetMap                                 | x        |
| Track Sign Location, MUTCD, Condition, Reflectivity, etc.   | x        |
| Track Labor, Inventory, Parts & History                     | x        |
| Remaining Service Life (RSL), Next Treatment, 5 year budget | x        |
| Track & Manage work by location using OpenStreetMap         | x        |

| Application / Feature                     | Fleet Enterprise |
|-------------------------------------------|------------------|
| Fleet Management                          | x                |
| Work Order Dashboard                      | x                |
| Internal Fleet Request                    | x                |
| Available on Multiple Device Types        | x                |
| Sensitive File Uploads                    | x                |
| Maintenance Scheduling                    | x                |
| Inventory Management                      | x                |
| Configurable Dashboard, Fields, & Reports | x                |
| Online Portal for Requests                | x                |
| Search previous maintenance requests      | x                |



| Application / Feature                        | Fleet Enterprise |
|----------------------------------------------|------------------|
| Create Work Orders from Maintenance Requests | x                |
| Trip Inspections                             | x                |
| Vehicle Routing                              | x                |
| Fuel Tracking & Imports                      | x                |
| Scheduled Reports*                           | x                |
| Web Forms / Links to submit Trip Inspections | x                |
| XworQ AI Features                            | x                |

\* Available for Expansion Purchase

### GIS REST Services Public Works

- iWorQ will be able to publish your agency's ESRI REST Services monthly if the following conditions are met:
  1. The REST Service URL is either a public access URL or the agency will allow iWorQ to be added to the user group of the data.
    - 1.1. User Group must have permission settings set to allow root access to pull the data.
  2. The REST Service data contains the information needed for the system functionality and field types match.
    - 2.1. The format of that data must conform to iWorQ Systems.

Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour of \$250 to accommodate new configuration changes.

### County Road Management

- Available on Multiple Device Types
- Track location, inspections, maintenance, and work orders (Work Management needed)
- Configurable Dashboard, Fields, & Reports
- 5 Capital Asset Layers on OpenStreetMap\*
- Set Maintenance, Inspection, & Work Schedules
- OpenStreetMap w/ Quarterly Updates