Effective July 07, 2026. This Service Attachment for Application Development supersedes and replaces all prior versions.

Service Attachment for Application Development

The Services to be performed for Client by Provider are set forth in the Order. Additional Services may be added only by entering into a new Order including those Services.

User Management

- Admin User Role
    - Create, Modify, Delete Users
    - Assign Roles to Users
    - Search and View Database Entries
    - Create and Modify Database Entries
    - Delete Listings
- Editor User Role
    - Search and View Database Entries
    - Create and Modify Database Entries
- Unauthenticated User Role (Normal User)
- Search and View Database Entries

Search Functionality

- Basic search
    - Keyword search across all fields in a Database Entry for each Database
- Advanced search
    - Search multiple specific fields in a Database Entry for each Database
    - Modifiers for each search field
    - Examples
        - Starts with
        - Contains
        - Exact
- Single interface for searching for Database Entries across all Databases in the system
- Ability to search for Database Entries within a specific database

Database Entry Management

- Functions
    - Create new Database Entries
    - Modify existing Database Entries
    - Delete Database Entries
    - View Database Entry details
- Access Control
    - Restrict functions based on user role

Database Integration

- Combine Database Entries from all web applications into a single searchable database

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- Maintain the ability to search within specific databases as needed

Revision History

- Allow for older versions of a data record to be stored and viewed
- When saving a record, the old version is maintained for historical purposes

User Submitted Modifications

- Allow for a normal user browsing records to submit a change to data record
- Admin users would review and decide if the modification should be applied or not

Client Obligations

Access and Cooperation -- Client shall provide Provider with all necessary access to their systems, software, and network infrastructure to enable Provider to perform the managed database services as outlined in the service attachment. Client shall also cooperate with Provider in good faith, providing timely and accurate information and assistance as reasonably required by Provider.

Hardware and Infrastructure -- Client shall be responsible for procuring, installing, and maintaining all required physical hardware and infrastructure components necessary for the operation of the database system, unless otherwise agreed upon in writing with Provider.

Non-Database Software -- Client shall be responsible for installing, configuring, and maintaining any non-database software required for the operation of the database system, such as operating systems, middleware, or application software, unless otherwise agreed upon in writing with Provider.

Data Management -- Client shall be responsible for data entry, data validation, and content updates for the managed database system. Client shall also ensure that all data provided to Provider complies with applicable laws, regulations, and industry standards.

Compliance and Regulatory Requirements -- Client shall be responsible for ensuring that the managed database system complies with all applicable laws, regulations, and industry-specific requirements. Client shall promptly notify Provider of any changes in such requirements that may impact the services provided under this agreement.

Third-Party Vendor Management -- Client shall be responsible for managing relationships and contracts with third-party vendors, such as software providers or cloud service providers, unless otherwise agreed upon in writing with Provider.

Security -- Client shall be responsible for implementing and maintaining appropriate security measures to protect their data, systems, and network infrastructure, including user access management, network security, and encryption.

Backup and Disaster Recovery -- Client shall be responsible for maintaining a secure offsite backup of their data and for ensuring the proper functioning of disaster recovery processes, unless these services are included in the managed database services provided by Provider.

Notification of Issues -- Client shall promptly notify Provider of any issues, concerns, or suspected problems with the managed database services, allowing Provider to investigate and resolve such issues in a timely manner.

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TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified on the Order (the “Service Start Date”). Unless properly terminated by either party, this Attachment will remain in effect through the end of the term specified on the Order (the "Initial Term").

Renewal

"RENEWAL" MEANS THE EXTENSION OF ANY INITIAL TERM SPECIFIED ON AN ORDER FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL TERM, OR IN THE CASE OF A SUBSEQUENT RENEWAL, A RENEWAL TERM. THIS SERVICE ATTACHMENT WILL RENEW AUTOMATICALLY UPON THE EXPIRATION OF THE INITIAL TERM OR A RENEWAL TERM UNLESS ONE PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT TO TERMINATE AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR OF THE THEN-CURRENT RENEWAL TERM. ALL RENEWALS WILL BE SUBJECT TO PROVIDER’S THEN-CURRENT TERMS AND CONDITIONS.

Month-to-Month Services

If the Order specifies no Initial Term with respect to any or all Services, then we will deliver those Services on a month-to-month basis. We will continue to do so until one party provides written notice to the other party of its intent to terminate those Services, in which case we will cease delivering those Services at the end of the next calendar month following receipt such written notice is received by the other party.

Early Termination by Client With Cause

Client may terminate this Service Attachment for cause following sixty (60) days’ advance, written notice delivered to Provider upon the occurrence of any of the following:

- Provider fails to fulfill in any material respect its obligations under the Service Attachment and fails to cure such failure within thirty (30) days following Provider’s receipt of Client’s written notice.
- Provider terminates or suspends its business operations (unless succeeded by a permitted assignee under the Agreement).

Early Termination by Client Without Cause

If Client has satisfied all of its obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, Client may terminate this Service Attachment without cause during the Initial or a Renewal Term (the “Term”) upon sixty (60) days’ advance, written notice, provided that Client pays Provider a termination fee equal to all discounts and concessions provided, plus fifty percent (50%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the Term, based on the prices then in effect.

Termination by Provider

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Provider may elect to terminate this Service Attachment upon thirty (30) days' advance, written notice, with or without cause. Provider has the right to terminate this Service Attachment immediately for illegal or abusive Client conduct. Provider may suspend the Services upon ten (10) days' notice if Client violates a third-party's end user license agreement regarding provided software. Provider may suspend the Services upon fifteen (15) days' notice if Client's action or inaction hinders Provider from providing the contracted Services.

Effect of Termination

As long as Client is current with payment of: (i) the Fees under this Attachment, (ii) the Fees under any Project Services Attachment or Statement of Work for Off-Boarding, and/or (iii) the Termination Fee prior to transitioning the Services away from Provider's control, then if either party terminates this Service Attachment, Provider will assist Client in the orderly termination of services, including timely transfer of the Services to another designated provider. Client shall pay Provider at our then-prevailing rates for any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. Provider will immediately uninstall any affected software from Client's devices, and Client hereby consents to such uninstall procedures.

Upon request by Client, Provider may provide Client a copy of Client Data in exchange for a data-copy fee invoiced at Provider's then-prevailing rates, not including the cost of any media used to store the data. After thirty (30) days following termination of this Agreement by either party for any reason, Provider shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data on its systems or otherwise in its possession or under its control.

Provider may audit Client regarding any third-party services. Provider may increase any Fees for Off-boarding that are passed to the Provider for those third-party services Client used or purchased while using the Service.

Client agrees that upon Termination or Off-Boarding, Client shall pay all remaining third-party service fees and any additional third-party termination fees.

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