

**TOWN OF WHITESTOWN  
UNIFORM SERVICE AGREEMENT ADDENDUM**

Pixel Jocks LLC

\_\_\_\_\_  
Service Provider

Web Site Services

\_\_\_\_\_  
Type of Service

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and Pixel Jocks LLC ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.

2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.

3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam-era veteran status, nor commit any unfair employment practices.

4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.

5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.

6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of

negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.

7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.

8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.

9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed

by the court and shall be made a part of any judgment or decree rendered.

11. This Addendum and any rights and obligations between Whitestown and Provider shall be governed, construed, and enforced in accordance with the laws of the State of Indiana without regard to principles of conflict of laws of such state. Any disputes between the parties shall be brought in a court sitting in the State of Indiana, and any provision requiring alternative dispute resolution or arbitration shall be void. Whitestown shall not be subject to the jurisdiction of the court of any other state by virtue of its relationship with Provider.

12. No official director, officer, employee, or agent of Whitestown shall be charged personally by Provider, its employees, or agents with any liabilities or expenses of defense or be held personally liable to Provider under any term or provision or because of the execution of any agreement or addendum or because of any default by Whitestown.

Date: 6/2/2021

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

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing.

WITNESS my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

13. Any obligation of Whitestown shall be subject to sufficient appropriations as provided by Indiana law.

14. Absent negligence, Whitestown will not be liable for any damage resulting from an event of force majeure, including but not limited to a strike, vandalism, power failure, lock out, labor dispute, embargo, flood, earthquake, storm, dust storm, lighting, fire, epidemic, act of God or nature, war, national emergency, civil disobedience, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Whitestown shall further not be liable for any consequential damages.

15. Provider shall enroll in and verify the eligibility status of all newly hired employees of Provider through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Provider is not required to verify the work eligibility status of all newly hired employees of Provider through the E-Verify program if the E-Verify program no longer exists.

\_\_\_\_\_  
Whitestown

BEING FIRST DULY SWORN ON MY OATH, I AFFIRM UNDER THE PENALTIES OF PERJURY THAT PROVIDER DOES NOT KNOWINGLY EMPLOY AN UNAUTHORIZED ALIEN.

Brian A. [Signature]  
Provider Pixel Jocks LLC

\_\_\_\_\_  
Printed Name

County of Residence: \_\_\_\_\_