CivicPlus Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into on the date of the last signatory noted below (the "Effective Date") by and between the City of Columbia, Missouri, a municipal corporation, (the "City" or "Customer") CivicPlus, LLC ("CivicPlus" or "Contractor") and This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, CivicPlus and Customer referred to herein individually as "Party" and jointly as "Parties".

Recitals

I.   **WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the "Services"); and

II.   **WHEREAS**, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the Statement of Work ("SOW");

NOW, THEREFORE, Customer and CivicPlus for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby , agree as follows:

Agreement

Term & Termination

1.   This Agreement shall commence on the Effective Date and shall continue until the date that is one (1) year following the Effective Date ("Term"). Thereafter, the Agreement shall automatically be renewed for successive terms of one year ("Renewal Term"), , unless terminated in accordance with this §1 or as otherwise provided in this Agreement Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party. Additionally, either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective upon thirty (30) days written notice to the other Party if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2.   Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid.

Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3.   At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4.   Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee to be added to the mailed invoice.

5.   Each SOW will state the amount of days from date of invoice payment is due, , which shall be no less than 30 days. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6.   During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

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7.   Pricing and Payment Terms for the Initial Term. Customer shall be charged $38,764.15 for the Initial Term. Initial Term fees will be invoiced as follows: 50% shall be invoiced on the signature date and 50% shall be invoiced 6 months from the signature date or upon completion of implementation, whichever is earlier.

8.   Pricing and Payment Terms for Renewal Terms Fees. Service fees shall not be increased by an annual average percentage greater than the annual CPI-W for the Midwest region or 3%, whichever is less, for as long as Service fees are paid and the license agreement between the City and the Contractor is in effect. The Contractor will not increase maintenance higher than its "standard" increase in any year. For example, if the CPI increase is 3% in a given year and the Contractor's "standard" increase is 2%, the City will be invoiced for the 2% increase.

Ownership & Content Responsibility

9.   Customer owns all data that Customer inputs into CivicPlus's software and services, and any information derived therefrom (hereinafter, collectively "City Data"). Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module

in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

10. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content input into the Service by Customer's employees or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. CivicPlus agrees that Customer shall not be responsible or liable for the content of messages created by end-users who may access the Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights. The Parties agree that Customer must comply with the U.S. Constitution including the preservation of First Amendment rights. CivicPlus shall only exercise its right to enforce its platform rules in a manner that is consistent with the First Amendment.

11. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

12. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

13. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is

for their intended purpose only and understands and agrees that any other use shall be considered fraud.

14.   All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

15.   Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

16.   CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

17.   CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

18.   HOLD HARMLESS: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all third party claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of anyone directly or indirectly employed by Contractor or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

Responsibilities of the Parties

19.   CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

20.   CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

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21.   Customer agrees that it is solely responsible for the end-user's personal data that Customer's employees input into

the Services provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer's employees shall not provide to CivicPlus or any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

22.   Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer by Customer's employees. To the extent not prohibited by law and without waiving sovereign immunity, Customer agrees to (a) be solely responsible for all designated and authorized Customer employees chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data entered by Customer's employees; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

23.   The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

24.   CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

25.   Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

26.   CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy, which is set forth in Exhibit D. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our Privacy Policy; or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

27.   Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the

Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

28. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

29. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

30. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

31. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

32. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

33. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

34. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on

Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

35.   CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

36.   In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

37.   The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

38.   Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

39.   CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

40.   The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES.EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

41.   EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

42. Contractor warrants and guarantees that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, any state or federal law, rule or regulation, including but not limited to the 2019 National Defense Authorization Act.

Force Majeure

43. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

44. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, and penalties.

Other Documents

45. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, this agreement will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

46. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

47. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

48.   The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

49.   The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

50.   The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

51.   This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

52.   Insurance. Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

   Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

   Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

   Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

   Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

   The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within thirty (30) business days. The City reserves the right to request a copy of the policy.

   The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

   Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

53. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

54. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Purchasing Agent

If to Contractor:
CivicPlus, LLC
302 South 4th St, Suite 500
Manhattan, KS 66502
Fax: (785) 587-8951
ATTN: Contract Department

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

55. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.

56. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

57. Compliance with Section 34.600 RSMO. If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, Contractor hereby certifies that Company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

58. Employment of Unauthorized Aliens Prohibited. CONTRACTOR agrees to comply with Missouri State Statute Section 285.530 in that CONTRACTOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, CONTRACTOR shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONTRACTOR shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONTRACTOR shall require each subcontractor to affirmatively state in its contract with CONTRACTOR that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. CONTRACTOR shall also require each subcontractor to provide CONTRACTOR with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

59. Americans With Disabilities Act: Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

60. Nature of City's Obligations. All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. Notwithstanding the foregoing, in the event of termination due to non-funding, Client is still responsible for any invoices covering the initial Project Development and Deployment fees and all such amounts owed shall become due immediately.

61. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Contractor shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services. Contractor shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Contractor' business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

62. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

Data Ownership and Security. Contractor's Services shall comply with the requirements of this Section. a.
    Contractor further covenants that any data entered into the software from the City, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Software. Contractor shall not sell or give away any such City Data.
b.   Contractor shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Services. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within seventy-two (72) hours.
c.   NO HARMFUL CODE: Contractor warrants that the Software Services do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Contractor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

63. **AUDITING OF INVOICES.** Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that the vendor charged the City of Columbia a price higher than the proposed price, the Contractor shall reimburse the City of Columbia the amount of the overcharge.

64. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:
    Exhibit   Description
    A   Performance Specifications

B	Technical Specifications
C	Statement of Work/Quote
D	CivicPlus Privacy Policy
E	CivicPlus Terms and Conditions

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CIVICPLUS

By: _____

Name and Title: Amy Vikander, Senior VP of Customer Success

Date: 8/29/2023

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager
Date:_____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account(s) __11000950-505990_____ and that there is an unencumbered balance to the credit of such account in the amount of $_____sufficient to pay therefore for the initial term.

By: _____
        Director of Finance

Req. No	Mandatory/ Optional	Functional Requirement	Solution Capability	Vendor Performance Specification	Additional Comments	@
A. New User Registration						
A.1	Mandatory	Unlimited user registrations through CivicPlus website/app, Apple, Facebook, Google, or Microsoft accounts	Included in Quote	None	Unlimited user registration via: website, apple app, android app and reporting link can be added to facebook signature	
A.2	Mandatory	Minimum standard new user registration fields: email addess, first name, last name, password	Included in Quote	None		
A.3	Mandatory	Ability for a newly registered user to be directed to City website or app to enter a request	Included in Quote	None		
B. New Request Intake						
B.1	Mandatory	Unlimited new requests per registered user	Included in Quote	None		
B.2	Mandatory	Ability for an unregistered user to be directed to CivicPlus new account creation from new request intake City website or app	Included in Quote	None	SeeClickFix provides options for the User to submit as yourself, hide your identity and submit as a guest	
B.3	Mandatory	Public-facing request intake through customized City website or app	Included in Quote	Successful user acceptance test		
B.4	Mandatory	Minimum standard request fields: request title, request location within service area, request creation date, request description, request status, status update date, request ID	Included in Quote	None		
B.5	Mandatory	Registered User: Ability to enter request as anonymous requestor	Included in Quote	Successful user acceptance test		
B.6	Mandatory	Registered User: Ability to enter request address directly or location using map	Included in Quote	Successful user acceptance test		
B.7	Mandatory	Admin: Ability to create unlimited custom request fields (i.e., SLA)	Included in Quote	Power User training provided		
B.8	Mandatory	Admin: Ability to set any standard or custom request fields to mandatory or optional	Included in Quote	Power User training provided		
B.9	Mandatory	Registered User: Ability to set new or existing request to public or private view only?	Included in Quote	Successful user acceptance test	SeeClickFix provides options for the User to submit as yourself, hide your identity and submit as a guest	
B.10	Mandatory	Registered User: Ability to upload image(s) (formats?) associated with a request	Included in Quote	None		
B.12	Mandatory	Automated time stamp of new request creation	Included in Quote	None		
B.13	Mandatory	Interactive, public-facing mapping of open requests	Included in Quote	Successful user acceptance test		
B.14	Mandatory	Color coding of open request map icons by request status	Included in Quote	Successful user acceptance test		
B.15	Mandatory	Admin:Maintenance of service area(s) for new requests	Included in Quote	Power User training provided		
B.16	Mandatory	Automated response for new requests outside service area(s)	Included in Quote	Successful user acceptance test		
B.17	Mandatory	Automated request ID generation and request status set to "open" upon new request submission	Included in Quote	Successful user acceptance test		
B.18	Mandatory	Real-time acknowledgement, including request ID, upon creation of request to requestor	Included in Quote	Successful user acceptance test		
C. Integrations with Third Party Systems						
C.1	Mandatory	Integration with Advanced Utility Systems Infinity CIS software	Included in Quote	Real-time, bi-directional sync, scheduled bi-directional sync, or open API?	SeeClickFix provides a private organizational scope API for integration with requests data. The organizational-specific API provides access to private issues and other non-public content. Access to this API must be authenticated and is only available to properly authorized members of the respective organizations. This API can be utilized for the City to build out further integrations for managing requests. This integration would be built by the city as this is only a license to access the request data API. https://www.civicservice.civicplus.help/hc/en-us/articles/5721579472023-SeeClickFix-API-Information	
C.2	Mandatory	Integration with Tyler Technologies Enterprise Permitting & Licensing Software	Included in Quote	Real-time, bi-directional sync, scheduled bi-directional sync, or open API?	Tyler EnerGov connector/integration is included in the -- https://www.civicservice.civicplus.help/hc/en-us/articles/1500006360001-SeeClickFix-Connect-for-EnerGov	
C.3	Optional	Integration with CityWorks Work Management module	Available at Additional Cost	None	CivicPlus has a Cityworks connector/integration which can be included in the quote -- https://www.civicservice.civicplus.help/hc/en-us/articles/360043429954-SeeClickFix-Connect-for-Cityworks	
C.4	Optional	Integration with ESRI	Available at Additional Cost	CivicPlus will add a line item for the API.	CivicPlus has an Esri connector/integration which can be included in the quote -- https://www.civicservice.civicplus.help/hc/en-us/articles/360043474814-Connector-for-ArcGIS	
C.5						
C.6						
D. Request Routing and Workflows						
D.1	Mandatory	Admin: Ability to add unlimited departments and sub-departmental divisions for request routing	Included in Quote	Power User training provided		
D.2	Mandatory	Admin: Ability to add unlimited request types within a department/division for routing	Included in Quote	Power User training provided		
D.3	Mandatory	Admin: Ability to add unlimited request status types per request type	Not Available	Power User training provided	The available status types are Open, Acknowledged, In Progress, Needs Review & Closed	
D.4	Mandatory	Admin: Ability to assign unlimited workflows for departmental and divisional routing of request types	Included in Quote	Power User training provided		

D.5	Mandatory	Automated email notification to Admin of a new request or open request status change	Included in Quote	Successful user acceptance test	Subscribers will receive an email notification for all open requests they are subscribed to. Internal @mention is also available for communication of details and status updates
D.6	Mandatory	Admin: Ability to acknowledge new request (change request status type)	Included in Quote	Successful user acceptance test	
D.7	Mandatory	Admin: Ability to assign request type	Included in Quote	Successful user acceptance test	
D.8	Mandatory	Ability to automate assignment of department/division by request type	Included in Quote	Successful user acceptance test	
D.9	Mandatory	Ability to automatically route request and notify assigned department/division by request type	Included in Quote	Successful user acceptance test	
D.10		Automated text notification for after hours operations (i.e., Control Room)?	Included in Quote		There are several ways to accomplish this within in the solution such as adding a note on all request types setting the expectation that "after hours" requests should be addressed via" X" also an "after hours" category could be offered. The after hour category will provide the details on how it should be handled after normal business hours.
D.11		Real-time automated creation of service order in Advanced Utility Systems Infinity CIS by request type?	Included in Quote		CivicPlus provides an open API that Columbia can utilize to build the integration from CSI into SeeClickFix. We do not offer a productized integration with this system but instead offer the API that the city can utilize to build one. See C.1
D.12		Real-time automated creation of service order in Tyler Technologies Enterprise Permitting & Licensing Software by request type?	Included in Quote		SeeClickFix will automatically in real-time create a code case by code case type in Tyler Technologies Enterprise Permitting & Licensing Software. SeeClickFix will then continue polling the Tyler system for updates to push back into SeeClickFix.
D.13					
E. Request Management and Closure					
E.1	Mandatory	Registered User: Ability to comment on public, open requests?	Included in Quote	None	Per category, the system allows for the Admin to set limits on public updates
E.2	Mandatory	Registered User: Ability to close any open request or only their own requests?	Included in Quote	None	Per category, the system allows for the Admin to set limits on public updates
E.3	Mandatory	Registered User: Ability to flag any open request as inappropriate	Included in Quote	None	
E.4	Mandatory	Registered User: Ability to follow an open request (get automated updates of status and other changes) by providing an email address/mobile phone number	Included in Quote	None	
E.5	Mandatory	Admin: Ability to require comment/reason when requestor closes or flags a request	Included in Quote	Power User training provided	
E.6	Mandatory	Admin: Ability to add status comments to request	Included in Quote	Successful user acceptance test	
E.7	Mandatory	Admin: Ability to change request between public and private view only and limit user access to do so	Included in Quote	Successful user acceptance test	
E.8	Mandatory	Admin: Ability to alter request type	Included in Quote	Successful user acceptance test	Requests can be recategorized by the Admin -- https://www.civicservice.civicplus.help/hc/en-us/articles/1500011487522-Recategorize-Requests
E.9	Mandatory	Admin: Ability to establish relationships/hierarchy between requests (I.e., duplicates) based on user access	Included in Quote	Successful user acceptance test	Requests can be merged - https://www.civicservice.civicplus.help/hc/en-us/articles/360043293074-Mark-a-Request-as-a-Duplicate
E.10	Mandatory	Admin: Ability to change request status	Included in Quote	Successful user acceptance test	
E.11	Mandatory	Assignee: Ability to add status comments to assigned requests	Included in Quote	Successful user acceptance test	
E.12	Mandatory	Assignee: Ability to change assigned requests' status	Included in Quote	Successful user acceptance test	
E.13	Mandatory	Real-time addition of new time-stamped comment to request upon new comment added in Advanced Utility Systems Infinity CIS service order	Included in Quote	Successful user acceptance test	CivicPlus provides an open API that Columbia can utilize to build the integration from CSI into SeeClickFix. See C.1
E.14	Mandatory	Real-time addition of time-stamped new comment to request upon new comment added in Tyler Technologies Enterprise Permitting & Licensing Software service order	Included in Quote	Successful user acceptance test	
E.15	Mandatory	Real-time, automated update of request status change upon corresponding status change in Advanced Utility Systems Infinity CIS service order	Included in Quote	Successful user acceptance test	The available categories are Open, Acknowledged, In Progress, Needs Review, Closed -- Open and Closed statuses are required
E.16	Mandatory	Real-time, automated update of request status change upon corresponding status change made in Tyler Technologies Enterprise Permitting & Licensing Software service order	Included in Quote	Successful user acceptance test	The available categories are Open, Acknowledged, In Progress, Needs Review, Closed -- Open and Closed statuses are required
E.17		Admin: Ability to require status types' progression for request types?	Included in Quote		The available categories are Open, Acknowledged, In Progress, Needs Review, Closed -- Open and Closed statuses are required
E.18		Admin: Ability to add additional custom fields (required or optional) once a request is created?	Included in Quote		The Admin can create mandatory or optional secondary questions at the category level
E.16					
F. Request Searching/Viewing					
F.1	Mandatory	Registered User: Ability to view open requests by clicking on public interface map	Included in Quote	None	
F.2	Mandatory	Registered User: Ability to filter or search for requests on public interface based on request ID, keyword, status,	Included in Quote	None	
F.3	Mandatory	Admin:Ability to search requests based on any standard or custom fields	Included in Quote	Successful user acceptance test	Search is available for standard fields
F.4	Mandatory	Admin:Ability to limit user access for viewing requests based on request types, request departments/divisions	Included in Quote	Power User training provided	
F.5			Included in Quote		

F.6			Included in Quote			
G. Request Reporting						
G.1	Mandatory	Standard reporting by request type	Included in Quote	Successful user acceptance test		
G.2	Mandatory	Standard reporting by request status	Included in Quote	Successful user acceptance test		
G.3	Mandatory	Standard reporting by department/division assigned	Included in Quote	Successful user acceptance test		
G.4	Mandatory	Standard reporting by any of the above for a custom time period	Included in Quote	Successful user acceptance test		
G.5			Included in Quote	None		
G.6	Mandatory	Access to SeeClickFix API for custom report creation	Included in Quote	None	https://www.civicservice.civicplus.help/hc/en-us/articles/13059109474583-Available-SeeClickFix-APIs	
H. Data Conversions						
H.1	Optional	Conversion of open requests in Tyler 311 Incident Management System	Not Available	None	SeeClickFix does offer the ability to bulk import historical requests into the system. The data provided must adhere to SeeClickFix specifications for imports.	
I. Non-Functional Requirements						
I.1	Mandatory	Access to electronic resources for end user training materials	Included in Quote	None	CivicService (civicplus.help)	
I.2	Mandatory	Public information campaign	Included in Quote	None	Your Implementation Consultant will provide guidance along with a campaign schedule	
J. Technical Requirements						
	Mandatory	Vendor shall work with City to provide all data in an acceptable format upon termination of the agreement. Data housed by vendor or its hosting provider shall be destroyed within 30 days and a certificate of destruction provided as verification.	Not Available		Certificate of destruction is not provided however following is the data retention policy: https://www.ikb.civicplus.help/hc/en-us/article_attachments/6374692839703/data-retention-policy.pdf	Password?

EXHIBIT B

TECHNICAL REQUIREMENTS

Key*	Description
F	**Fully functional**, provided "Commercial Off-The-Shelf (COTS)"
CU	**Customization** (Change to source code required)
CO	**Configuration** (Setup required with built-in tools and procedures but no change to source code is required.)
TP	**Third-Party** (Additional software required to provide Requirement.)
R	Provided with **Reporting** Tool
NA	**Not Available**

The Vendor must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate **Key** code next to each requirement. Vendors should also use the comments section to further explain how their proposed solution meets the requirement.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements				
A.1.1	M	The City shall be entitled to any and all **upgraded versions** of the solution covered in the contract.	F	SeeClickFix web-based products receive updates daily via a continuous integration process. Mobile apps are managed on a more traditional release schedule for features (every 2-3 months) and as needed for bug fixes. Major changes or feature enhancements are communicated to clients prior to final deployment.
A.1.2	M	The Vendor shall provide **free and timely upgrades** to the software when published.	F	
A.1.3	O	If applicable, software fixes and enhancements for other client implementations shall be made available to the City at no charge.	F	
A.1.4	M	All patches, upgrades and updates shall be **coordinated** with the City to ensure proper planning and notifications.	F	SeeClickFix services are delivered via web and mobile apps with no on-premise installation required. CivicPlus manages the operational systems including all operating system updates and patches. Maintenance notifications are made via in-product messaging as well as email
A.1.5	M	The solution shall provide well defined **change management** processes, including pre-defined all inclusive migration processes for software releases, operating system upgrades, layered software upgrades, and hardware configuration changes.	F	SeeClickFix services are delivered via web and mobile apps with no on-premise installation required. CivicPlus manages the operational systems including all operating system updates and patches.
A.1.6	O	The solution shall support Electronic Data Interchange (EDI).	NA	SeeClickFix offers three separate APIs available for requests. In addition to the two public APIs (one in Open311 format), the city may also purchase a license to have access to a private organizational API. This organizational API can be used for the city create integrations. For more details, check out dev.seeclickfix.com

Req. No.	M/O	Requirement	Key*	Comments
A.1.7	**M**	The solution shall comply with all current **government standards** and web-based transaction encryption standards identified by the City (i.e. HIPAA, CJIS, NERC/CIP, PCI, etc.)	F	SeeClickFix does not process credit card transactions and is not to be used for items that would fall under HIPPA. Encryption is provided for data in transit via TLS (HTTPS). Data at rest is not currently encrypted but is stored at data centers with appropriate physical security controls. Our data center providers employ a variety of physical and system security practices. Please see their policy statements for details including various security certifications: ● Linode: https://www.linode.com/security and https://www.linode.com/legal/ ● AWS: https://aws.amazon.com/security and https://aws.amazon.com/compliance/ ● Heroku: https://www.heroku.com/policy/security
A.1.8	**O**	The solution shall provide customizable user interfaces.	NA	The SeeClickFix public portal and mobile app can be configured to meet the city's branding and customized configuration options. Within the CRM, the city's users can set default list views of the requests. However, there is not a fully customizable user interface.
A.1.9	**O**	The software vendor shall provide client support and maintenance with **Service Level Agreements** based on case severities.	F	CivicPlus support services and objectives for response are documented in the CivicPlus Master Agreement under "CivicPlus Support" section: https://www.civicplus.com/master-services-agreement.
A.1.10	**O**	Application source code shall be placed in **escrow**.	NA	This is not offered by SeeClickFix as a SaaS product.
A.1.11	**M**	The solution shall provide the ability to maintain and update **non-production environment**(s).	F	SeeClickFix provides a sandbox environment for every customer.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.1 General Application Requirements (continued)				
A.1.12	**M**	The solution shall provide the ability to apply software upgrades to non-production environment(s) before applying to a production environment.	F	A sandbox environment exists to test changes in a full product environment and is available to clients also to explore account settings. In particular, the sandbox environment is an integral part of testing and configuring integrations with 3rd party systems. We recommend that clients establish a companion test environment for all integrations so that they can be tested before making changes to the production environments. Updates are controlled by release from SeeClickFix. For larger updates/new features, we often provide beta testing on the sandbox prior to full release.
A.1.13	**O**	The solution shall have the capability to present users with **tools which are relevant** in the current context, eliminating or disabling irrelevant tools. It should use progressive disclosure to reveal information as it is needed and give users the option to hide information they don't consider useful.	NA	Administrators of the system can decide what categories need to be restricted for specific users.

A.1.14	O	The solution functionality shall provide intelligent support related to **drop-down table entries**. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.	NA	The city's administrator can set specific secondary questions for request categories that can be customized for each category. The options include small or big text box, pulldown select, checkboxes, time stamp, number, or message/note. Each answer can have a max character set, and be set to required, internal only, or private. Categories can require a location or skip the location information. Each category by default will have a title and open-ended description box, which cannot be changed.
A.1.15	M	The solution shall **ensure key data persists** as the user moves from one window (screen) to the next, to minimize re-entry and mistakes.	NA	This is not applicable to the way SeeClickFix works. It's a request management system.
A.1.16	O	The solution shall provide means to **validate data** by checking entered values against a list of valid values maintained in tables by City or service provider personnel.	F	The city's administrator can set specific secondary questions for request categories that can be customized for each category. The options include small or big text box, pulldown select, checkboxes, time stamp, number, or message/note. Each answer can have a max character set, and be set to required, internal only, or private. Categories can require a location or skip the location information. Each category by default will have a title and open-ended description box, which cannot be changed.
A.1.17	O	The solution shall allow both interactive and batch entry of data.	F	Requests can be updated individually or in bulk (up to 100 requests at a time). Bulk changes include recategorization, assignment, comment, status update, e.g.
A.1.18	O	The solution shall accommodate background **(batch) jobs** concurrently without interrupting normal business operations.	F	
A.1.19	M	The solution shall **validate all transactions** for errors and provide immediate user feedback, including error messages and possible corrective actions.	F	
A.1.20	O	The solution shall provide support for **inter-process communication** including, but not limited to, the following: • *Attachment of standard object types in an object library* • *Cut and paste capability from data fields and screens to other applications.*	F	Yes, SeeClickFix enables you to copy and paste into data fields. In addition, the City can set up templated or canned responses to quickly respond to certain types of inquiries or requests. SeeClickFix Requests only allows at this time for image attachments on requests. SeeClickFix Conversations (the omni-inbox tool) allows for Word, Excel, PDF, or image attachments are part of the email exchange. SeeClickFix does not contain an object types library as that would not be applicable for this software.
A.1.21	M	The solution shall be **compliant** with open standards such as but not limited to SMTP, SNMP, and SFTP.	NA	SeeClickFix offers three separate APIs available for integration to request information into other systems. In addition to the two public APIs that can be used for public dashboards and transparency, the city can license a private API that is for the organization with private request data to pull information into third-party systems. The city can utilize this API to build an

				integration into other systems. For more details on our API, <u>review this article</u>.
A.1.22	**O**	The solution shall contain an **API** to assist with integrations.	F	SeeClickFix offers three separate APIs available for integration to request information into other systems. In addition to the two public APIs that can be used for public dashboards and transparency, the city can license a private API that is for the organization with private request data to pull information into third-party systems. The city can utilize this API to build an integration into other systems. For more details on our API, <u>review this article</u>.
A.1.23	**M**	Software shall run with **least possible privilege**.	F	SeeClickFix provides four user roles that can be set by the city for users/members on the account. For more info on the user roles available, check out our <u>help center here</u>. CivicPlus internal access to systems and services is limited to those employees who need access to complete their job and utilize individual accounts, secure logins, and where feasible, 2-factor authentication.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.2 General Database and Reporting Requirements				
A.2.1	**O**	Solution shall support **SQL Server 2017** Standard or above.	NA	This is not applicable for the SeeClickFix use as SeeClickFix services are delivered via web and mobile apps with no on-premise installation required. For reference, SeeClickFix products uses the following major frameworks and systems: ● Ruby on Rails 6.X ● Ember 3.X ● Postgres 11.X ● iOS Xcode 12.X Android Studio 3.X ● Ubuntu 18.X Our products are developed with Ruby, JavaScript, Swift, Kotlin, and Java.
A.2.2	**O**	The solution shall allow **insertion of data** from a third party tool, i.e. Digital Transformation Services (DTS) or SQL Server Integration Services (SSIS), for at least basic setup of tables or synchronization points, i.e. vendor lists, contacts, etc.	NA	SeeClickFix offers three separate APIs available for integration to request information into other systems. In addition to the two public APIs that can be used for public dashboards and transparency, the city can license a private API that is for the organization with private request data to pull information into third-party systems. The city can utilize this API to build an integration into other systems. For more details on our API, review this article.
A.2.3	**O**	Additional ad-hoc reporting capabilities shall be available utilizing **Crystal Reports or SSRS** (SQL Server Reporting Services).	NA	SeeClickFix data reports can be exported as a CSV or Excel spreadsheet. In addition, the city can utilize our organizational API license to export request data. For more details on our API, review this article.
A.2.4	**M**	The solution shall use and maintain a *primary key* across all Databases / Tables.	NA	This is not relevant for request management type of software. The product enables the City to set up specific request categories and secondary questions that are consistent.
A.2.5	**M**	The solution shall utilize appropriate database rules and constraints to enforce and maintain **referential integrity**.	F	Yes, if two pieces of data are required or related then our product has rules to maintain that. For example, once a request has been created in a specific request category than that category cannot be deleted but only disabled.
A.2.6	**M**	The solution shall provide for **simultaneous** access to data by concurrent users.	F	
A.2.7	**O**	The solution shall provide standard structured query language (**SQL**) capabilities for database queries.	NA	SeeClickFix data reports can be exported as a CSV or Excel spreadsheet. In addition, the city can utilize our organizational API license to export request data. For more details on our API, review this article.

A.2.8	O	The solution shall provide the ability to **lock** database records at a row and column level.	NA	It's unclear how this would be applicable for the request management software.
A.2.9	O	The solution shall allow for **data replication** for disaster recovery.	F	SeeClickFix has designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backups. Our database is replicated in real time to a secondary server and backed up at a different data center every eight hours for disaster recovery purposes. If a single machine failed, our RPO is close to zero due to the database replica and RTO is 2 hours. If a failure compromised the entire database cluster, the offsite backups give us an RPO of 8 hours, and an RTO of 8 hours. (*RPO = Recovery Point Objective, RTO = Recovery Time Objective*). Our software and operational configurations are managed in a version control system and in a worst-case scenario we are able to re-deploy our services from the database backups and version control repositories.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.3 General Infrastructure Requirements				
A.3.1	**M**	The solution shall operate on a platform which provides **extensibility, redundancy, scalability, reliability and connectivity**.	F	
A.3.2	**M**	The solution shall use TCP/IP and subsequent standards as approved by IEEE as the standard network protocol.	F	
A.3.3	**O**	The solution shall integrate with the City's **Active Directory (Federated) Services / LDAP** for Single sign-on.	F	SeeClickFix provides the ability to for city staff to utilize single-sign-on through the custom identity provider ADFS. This is an add on integration.
A.3.4	**M**	The solution shall provide email integrations via **SMTP/S.**	F	SeeClickFix Requests does not need to integrate directly with your email system. SeeClickFix provides an omni-inbox module called Conversations which does enable the city to integrate emails into SeeClickFix. This will be done with DNS records.
A.3.5	**O**	The solution shall support dynamic **load balancing** and automatic fail-over between multiple servers.	F	SeeClickFix services operate at data centers located within the United States provided by Amazon Web Services (aws.amazon.com, Northern VA), and Linode (www.linode.com, Newark, NJ and Fremont, CA). Both vendors employ numerous techniques to ensure reliable operation for our equipment and network access. When outages occur in these facilities, we do depend on our vendors to provide timely updates and resolution. We have designed our services with redundancy and recovery procedures in mind to mitigate single points of failure. This includes redundant systems, the ability to provision new instances if necessary, and regular data backup.
A.3.6	**M**	The solution shall maintain data integrity to **mitigate data loss** and/or corruption.	F	
A.3.7	**M**	The solution shall accommodate **unattended backup** of critical system tables, transaction logs, files, operating system and other information by allowing full, incremental and live backups.	F	As a web-based software, this is managed by SeeClickFix. Our database is replicated in real time to a secondary server and backed up at a different data center every eight hours for disaster recovery purposes.
A.3.8	**M**	The solution shall be able to accommodate recovery practices (**restore from backup**) in the event of a qualifying data event.	F	See attached operational overview

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.4 General Workstation / Hardware Compatibility Requirements				
A.4.1	**M**	The solution shall support, at a minimum, 32-bit IBM-compatible, 16 GB RAM, 250 GB hard drive personal computer (desktop or laptop) with **Microsoft Windows 10** operating system.	F	Solution is web-based
A.4.2	**M**	The solution shall be compatible with **Trend Micro Apex One 2019** anti-virus software.	NA	Solution is web-based
A.4.3	**M**	If accessed from a browser, the solution shall be compatible with **Chrome**, FireFox, or Microsoft Edge. Vendor must provide list of compatible versions and any other items related to browser-based solutions.	F	Chrome, Firefox, Safari, and Microsoft Edge, the current major version and one previous major version are supported.
A.4.4	**M**	The City utilizes Google Workspace Apps and **Gmail**. The solution shall be able to interface with these technologies.	F	Emails from SeeClickFix can go into any email provider. The product sends email notifications to city staff. SeeClickFix Requests does not need to integrate directly with your email system. SeeClickFix provides an omni-inbox module called Conversations which does enable the city to integrate emails into SeeClickFix. This will be done with DNS records.
A.4.5	**O**	If scanners are required, the solution shall be compatible with TWAIN **scanners.** The city currently utilizes the following: - Canon DR-2580C, DR-M140 - EPSON DS-510, ES-400	NA	Scanning is not required
A.4.6	**O**	If printing is required, the solution shall be compatible with the following **printers**: - CANON / Image Runner C5235 - CANON / iR-ADV C9280-A2 - HP Color LaserJet M750 - HP Color LaserJet MFP 400, M476dn, M570DN, M680 - HP LaserJet M630, M652dn - HP LaserJet MFP M4345, M4555, M830z - Sharp MX-3071, MX-4071, MX-4072, MX-B476W, MX-M3071, MX-M3571, MX-M4071	NA	Printing is not required
A.4.7	**O**	The software shall run as standard user (without administrative privileges)	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.5 General Security Requirements				
A.5.1	**M**	The solution shall provide the capability to support **public/private key encryption**.	F	We support SSL encryption on all our services including integrations with remote systems.
A.5.2	**O**	Vendor shall **encrypt** City data while in storage (at rest), in transit and provide decryption means.	F	Encryption is provided for data in transit via TLS (HTTPS). Data at rest is not currently encrypted but is stored at data centers with appropriate physical security controls. All user accounts (including organizational accounts) are protected by a password which is hashed using the industry standard bcrypt mechanism or PBKDF2. Passwords are not stored or transmitted in cleartext.
A.5.3	**O**	The solution shall provide an **audit trail** for tracking changes for what was changed, who made the change, and when the change was made. Including but not limited to the following: • *Applications* • *User Access* • *Database Modifications*	F	The SeeClickFix database available to CivicPlus select staff members can view tracked changes. The request interface for the city provides a history trail of what changes where made to the request and who made them.
A.5.4	**M**	The solution shall disable a user account if a defined number of **unsuccessful login attempts** are made within a defined time period.	NA	
A.5.5	**O**	The solution shall automatically log users off of the application running on a workstation after a defined period of **inactivity** on that workstation.	F	With platform we log a user out when their token expires after a set period. Additionally, we log you out when the browser closes.
A.5.6	**O**	The solution shall provide **security control**, audit and setup capabilities for the system administrator.	NA	A city user set up as an Owner role on SeeClickFix will have the ability to control access and configure the account as needed. There is an audit tracked within the software for SeeClickFix engineering team but is not available to city users.

A.5.7	**O**	The system administrator shall be able to establish new users, remove users, update users, lock users and to set **security access** rights for users that both restrict and allow access to solution capabilities.	F	Administrators have full administrative rights to create, remove and edit user access. SeeClickFix provides 4 levels of system access/permission as follows:
				Owner
				
				• This role has complete control of request management and organizational settings.
				
				• This member controls the configuration of the account, which includes...
				  • Adding, editing & removing members
				  • Adding & removing request categories and secondary questions
				  • Configuring mobile buttons, custom emails, prepared content, recurring data exports, and geographies
				  • Creating and sending Notices
				Manager
				
				• The focus of this role is on managing **Requests**

				• This member can fully manage requests through updating statuses, posting public and internal comments, assigning, re-categorizing, and marking as duplicate.
				Internal Personnel
				
				• This role is limited to internal actions. This account member can only make the following actions on requests and work orders:
				    • Make internal comments
				    • Change priority level
				    • Print work orders
				    • Change internal statuses ("In Progress" and "Needs Review") of requests assigned to them
				Requester
				
				• This role is limited to requesting **internal** and **public** categories only
				• This role does not have access to the Organization's CRM
				• This role does not require a user license

A.5.8	**O**	The solution shall support multi-factor authentication.	F	
A.5.9	**M**	The solution shall not transmit, display or store User ID's or passwords in **clear text**.	F	Passwords are not stored or transmitted in cleartext
A.5.10	**M**	System account names shall be unique. Passwords should meet minimum complexity standards as defined by the City. Length: 15; Requires 1 lower case, 1 upper case, 1 number and 1 special character.	F	System account names are unique and are controlled by the email address for the user. All user accounts (including organizational accounts) are protected by a password which is hashed using the industry standard bcrypt mechanism or PBKDF2. Passwords are not stored or transmitted in cleartext. External identity providers such as Google, Apple, Facebook, and Microsoft are supported as well as SSO authentication for custom identity providers via Active Directory and Okta. The CivicPlus Help Center has more details on this.
A.5.11	**M**	**The solution shall never use default user names and passwords, including hard-coded accounts.**	F	User names are set by the user's email address.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.6 Cloud Hosted / SaaS Requirements (complete if applicable)				
A.6.1	**M**	The solution **high availability** standard shall be greater than or equal to 99%.	F	Our operational goal is 99.9% availability
A.6.2	**M**	The solution shall include at minimum, a **256 bit** encrypted SSL Certificate from a Certificate Authority (not self-signed).	F	Credentials for external vendor systems are stored encrypted using AES-256 and can be created and updated without any interaction with SeeClickFix staff. We support SSL encryption on all our services including integrations with remote systems
A.6.3	**M**	**All data must remain in the Continental United States** of America, including replication, backups and off-site storage.	F	All data is housed within the Continental United States
A.6.4	**M**	The solution must be **hosted** within the Continental United States of America.	F	SeeClickFix services operate at data centers located within the United States provided by Amazon Web Services (aws.amazon.com, Northern VA), and Linode (www.linode.com, Newark, NJ and Fremont, CA)
A.6.5	**M**	All City data stored in the cloud is the **property of the City**. Data shall remain accessible, queryable and exportable during the duration of the agreement.	F	
A.6.6	**M**	Vendor shall respond to **records requests** within the timeframe stated in the agreement. The vendor shall accept liability if the records request is not fulfilled in the agreed upon timeframe.	F	At this time, the CivicPlus agreement is being utilized.
A.6.7	**O**	All cloud deployments that are intended to perform a service for our customers shall be deployed using City of Columbia owned **domain names**. The vendor shall not expect to maintain DNS records belonging to the City.	NA	The SeeClickFix web portal can be embedded into the City's website so that the City of Columbia's web domain is used to access it. For direct links to specific requests on SeeClickFix, it will take the user to the SeeClickFix website.
A.6.8	**O**	Vendor shall provide the **IP addresses** used for City of Columbia domain name service prior to deployment. The vendor shall not change the IP addresses used with a frequency of greater than once per year. The vendor shall notify the City IT department in writing on official letterhead 30 days in advance of any IP address changes.	F	This is only applicable for integrations and for the IP address utilized for integrations we do not change it.
A.6.9	**O**	Vendor shall conform to the City's DKIM and DMARC requirements for email. SPF record needs to be limited to certain IP's or be sent from a como.gov subdomain.	F	This can be accommodated with Conversations for omni channel communications. However, emails to the SeeClickFix requests module will be sent from SeeClickFix domain.
A.6.10	**M**	Vendor shall take all reasonable precautions to ensure that **SPAM** is not sent using the CoMo.gov domain or from any IP address under vendor control that has been associated with the CoMo.gov domain.	F	This would only be applicable for use with SeeClickFix Conversations and any emails through your domain will go through your security protocols.
A.6.11	**M**	Vendor shall react to **email abuse** reports in a timely manner.	F	
A.6.12	**O**	Vendor shall conduct **regular security audits** of their solution. The security audits shall include internal and external review of solution security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.6.13	**M**	Vendor shall apply all **system patches** within 30 days of release. Critical system patches shall be applied immediately after testing.	F	

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.6 Cloud Hosted / SaaS Requirements (continued)				
A.6.14	**M**	Vendor shall have a method for correcting discovered **vulnerabilities**. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.	F	
A.6.15	**M**	Vendor shall take responsibility for **security incident handling** if their solution is compromised.	F	
A.6.16	**M**	Vendor shall immediately notify the City of any **breaches** and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City with the correct information.	F	CivicPlus aims to adhere to relevant legal requirements and industry best practices regarding notifications in the event that our system and/or application controls have been breached resulting in unauthorized access or disclosure of protected information.
A.6.17	**M**	If investigation, containment, and eradication efforts by the City incur costs while fault lies with the vendor, the vendor shall assume the costs.	F	
A.6.18	**M**	Vendor shall provide their **incident response plans**. Response plans will include procedures for both security and disaster incident response.	F	See the attached operational overview documentation.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.7 On-Premises (Hosted by City) Requirements (complete if applicable)				
A.7.1	**M**	All data for the solution shall be **directly accessible** with major industry standard data access tools for use in reporting and integration with other City systems.	F	The proposal for the city provides for integrations into Tyler Energov and Tyler EAM. SeeClickFix will be sending the request data into those systems as part of the integration. Also, SeeClickFix offers three separate APIs available for requests. In addition to the two public APIs (one in Open311 format), the city may also purchase a license to have access to a private organizational API. This organizational API can be used for the city create integrations. For more details, check out dev.seeclickfix.com.
A.7.2	**M**	Production and non-production databases shall remain **separate** and not reside on the same database server.	F	A sandbox environment exists to test changes in a full product environment and is available to clients also to explore account settings. In particular, the sandbox environment is an integral part of testing and configuring integrations with 3rd party systems. We recommend that clients establish a companion test environment for all integrations so that they can be tested before making changes to the production environments.
A.7.3	**M**	The solution shall be Open Database Connectivity (**ODBC**) compliant.	F	
A.7.4	**O**	The solution shall provide documented **best practices** including but not limited to optimum database and client maintenance.	F	
A.7.5	**M**	The solution shall be able to run on a minimum of **VMWare ESXi 7** virtual infrastructure.	NA	SeeClickFix is a cloud solution. This is not applicable. SeeClickFix utilizes AWS and Linode for cloud hosting. For more details, see the attached operational overview.
A.7.6	**M**	The solution shall be able to run on **Windows Server 2019** Standard or above.	NA	SeeClickFix is a cloud solution. This is not applicable.
A.7.7	**M**	The solution shall support, at a minimum, **64-bit** back-end (server) processing including but not limited to multiprocessors and multi-threaded processes.	F	SeeClickFix is a cloud solution.
A.7.8	**M**	The solution shall be compatible with Trend Micro Apex One 2019 **anti-virus software**. Please list exceptions or concerns in comments.	NA	SeeClickFix is a cloud solution. This is not applicable.
A.7.10	**M**	The solution shall permit **operating system patching and updates**, and allow for a system restart when a patch or update requires it.	F	SeeClickFix is a cloud solution. This is not applicable. For reference, our scheduled maintenance window starts on Fridays 10PM to Sunday 6AM (EDT/EST). Whenever possible maintenance that requires service disruption will be scheduled during this time and be announced 3 days ahead of time. Historically we only need to disrupt service for maintenance 4-6 times a year. Service is generally disrupted for less than two hours. When emergency maintenance is required outside the scheduled window, we try to minimize disruption as much as

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
				possible and provide as much advance notices as possible. Maintenance notifications are made via in-product messaging as well as email
A.7.11	**M**	**Remote vendor access** for support shall be accomplished through secured methods.	NA	SeeClickFix support is available view email, phone, and in product chat.

Req. No.	Mandatory/ Optional Requirement	Requirement	Key*	Comments
A.8 Implementation, Training and Support Requirements				
A.8.1	**M**	Vendor shall include in the **Implementation Plan** the ways and means of how the implementation shall be managed, including, but not limited to schedule, risk, and quality.	F	
A.8.2	**M**	Vendor shall include in the Implementation Plan the descriptions of the **vendor roles** and responsibilities during the solution implementation.	F	
A.8.3	**M**	Vendor shall include in the Implementation Plan the descriptions of the **City's roles** and responsibilities during the solution implementation.	F	
A.8.4	**M**	Vendor shall state in the Implementation Plan **assumptions and expectations** for both the vendor and City stakeholders, in order to reduce any and all ambiguity during the implementation.	F	
A.8.5	**M**	Vendor shall include in the Implementation Plan the process for **loading data** into reference tables, such as users, roles, etc.	F	
A.8.6	**M**	Vendor shall include in the implementation plan any **conversion** services required.	F	
A.8.8	**M**	Vendor shall provide application **support** by phone (toll-free) and email during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).	F	
A.8.9	**M**	Vendor **training** should not be done on production systems/data.	F	
A.8.10	**M**	Vendor shall provide a comprehensive description of the *technical* training available to the City for the solution.	F	
A.8.11	**M**	Vendor shall provide a comprehensive description of the *functional* training available to the City for the solution.	F	

Exhibit C

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #:	Q-29923-1
Date:	9/29/2022 4:34 PM
Expires On:	9/30/2023

Client:
COLUMBIA, MISSOURI

Bill To:
COLUMBIA, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Eric Petersen	x	eric.petersen@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	SeeClickFix Connector for EnerGov (estimated 14-16 weeks)	SeeClickFix-hosted integration with EnerGov (Tyler Technologies), for code cases. Requires version 2019.3 or later.	Renewable	USD 7,500.00
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -1,875.00
1.00	SeeClickFix Pro (estimated 14-16 weeks)	Unlimited gov user licenses for the SeeClickFix CRM/311 system that includes request management, constituent management & profile, work order management, and a multi-channel communications inbox.	Renewable	USD 42,185.40
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable	USD -10,546.25
1.00	SeeClickFix Organization API (estimated 2-4 weeks)	License for private SeeClickFix Organizational API	Renewable	USD 0.00
1.00	SCF Custom IdP Integration Package (estimated 4-7 weeks)	Custom IdP Integration Package	Renewable	USD 0.00
1.00	SeeClickFix Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable	USD 0.00
1.00	SeeClickFix Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	SeeClickFix Connector for ArcGIS (1-way) (estimated 14-16 weeks)	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	Renewable	USD 1,500.00

~~List Price - Year 1 Total~~	~~USD 72,397.20~~
Total Investment - Initial Term	USD 38,764.15
Annual Recurring Services - Year 2	USD 52,720.96

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	3% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). The Parties hereby acknowledge and agree the timelines included in this SOW are estimates only and are dependent on the responsiveness and timelessness of the Client, including but not limited to, coordinating meetings and completing of assigned tasks. By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature   CivicPlus

By: _____   By: _Amy Vikander_____

Name: _____   Name: __Amy Vikander_____

Title: _____   Title: __Senior VP of Customer Service__

Date: _____   Date: __8/22/2023_____

Organization Legal Name:
_____

Billing Contact:
_____

Title:
_____

Billing Phone Number:
_____

Billing Email:
_____

Billing Address:
_____

_____

Mailing Address: (If different from above)
_____

_____

PO Number: (Info needed on Invoice (PO or Job#) if required)
_____

CivicPlus Privacy Policy

CivicPlus (referred to as "we", "us", or "our") takes the private nature of your personal information very seriously and we are committed to protecting your personal privacy. CivicPlus has developed this policy regarding our privacy practices ("Privacy Policy") to explain the manner in which CivicPlus may collect, use, retain, process, and share the personal information collected from users ("you", "your", or each a "User") of any of the CivicPlus solutions and associated services (each, a "Solution"; collectively, the "Solutions"), and the CivicPlus website (the "Site"). The User's personal information is any information relating to an identified or identifiable person ("Personal Information"), such as your name, address, email address, phone number, or IP address. Personal Information does not include publicly available information, de-identified, or aggregate consumer data.

This Privacy Policy is designed to help the User obtain information about our privacy practices and to help the User understand its privacy choices when using a Solution or visiting the Site. By using the Solutions, providing Personal Information, or visiting our Site you are agreeing to this Privacy Policy and consenting to the collection, transfer, manipulation, storage, disclosure, and other uses of your information, as described in this Privacy Policy.

CivicPlus provides the software solutions directly to our public sector customers ("Customers") to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and store is in connection with the software and services we provide to our Customers pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a "data custodian" only.

This Privacy Policy covers the treatment of Personal Information gathered when you are using or accessing any Solution or the Site. This Privacy Policy does not apply to the practices of third parties that we do not own or control or certain data collected by our Customers for their specific purposes and needs, as further described herein.

Customer Data

When CivicPlus makes the Solutions available for use by a Customer, we do so under a contractual arrangement with our Customer pursuant to which the Customer, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Customers may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes ("Customer Data"), including, for example, information required to set up admin rights for a Customer's employees, or Personal Information collected from a Customer's resident who is using the Solution to pay for recreational programming. In these interactions, the Customer's employees or residents are "End Users".

We function as a service provider and may store or process Customer Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Customers and you wish to exercise any rights you may have to access, rectify, or delete such data, please inquire with the relevant Customer directly. Since CivicPlus is the data custodian to our Customers, who are the "data owners", CivicPlus cannot modify or delete any data owned by our Customers without such Customers specific request and approval.

What Personal Information Do We Collect?

We may collect Personal Information from Users in a variety of ways, including, but not limited to, when Users visit the Site, use a Solution, register an account on any Solution, fill out a form, and in connection with other activities, services, features or resources we make available on our Solutions. Users may register for an account within the Solutions and be asked for Personal Information, as appropriate, including name, email address, physical address, and phone number. Users may, however, visit the Solutions anonymously. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Solution-related activities, like registering for or obtaining the full benefit of the services provided by the Solution or receiving subscription emails.

At the request and direction of Customers, CivicPlus may collect the following categories of Personal Information:

- **User-provided personal identifying data**: Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.
- **User-initiated information**: When a User uses text messaging, email, or social media to contact or submit notifications to a Customer through any Solution, we will collect that User's phone number, email address, or social media handle, as appropriate.
- **Website visitor information**: When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location, and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.
- **Protected sensitive data**: For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth, gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Customer to request or require these fields.
- **Financial information**: If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial That information is provided directly to and stored by the Customer's third-party payment processor (the "Payment Processor"). The Payment Processor's applicable Terms of Service and Privacy Statement govern the use and storage of that information. Please review the CivicPlus Pay Solution's Privacy Policy for further details.
- **Applicant data**: Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number, passport number, and other application data, as well as driver's license information, as determined necessary by our Customer.
- **Employee data**: Users whose employers are a Customer for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.
- **Physical image**: Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attended public meetings or been in a public space.

- **Information related to your mobile device**: We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data above are collected only when certain features and uses of the Solution are procured by the CivicPlus Customer, and data collected may vary for each User depending on our Customer's use of the Solution. All data fields are voluntary for the User to fill in, unless our Customer requires certain data to be input by the User.

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How Do We Collect, Receive, and Retain Personal Information?

We collect most of this Personal Information directly from Users willingly inputting such information, whether by webform, text, email, submission of documentation, or telephone call to our Customer. However, we may also collect information from cookies on our Site or Solutions. We may receive Personal Information from third parties that integrate with our Solutions, at the request of our Customers. We will retain Personal Information as requested and required by our Customer, with whom you share your Personal Information. We retain Personal Information indefinitely, retention depends on the type of data and the purpose for which we process the data, our Customer's subscription term for the Solution, open records laws, and direction for the retention or deletion of such data. We may retain Personal Information beyond the Customer relation if required by law, contract, or if it is in our legitimate business interests and not prohibited by law.

If you have created a user portal account ("Account") within a Solution which has been closed, we may take steps to mask Personal Information and other information, but we reserve our ability to retain and access the de-identified data for so long as required to comply with applicable laws.

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How We Use Collected Information

We use User information, including Personal Information, for the following business purposes.

To fulfill service obligations for our Customers

We use and process information as needed and requested by our Customers that procure the Solution in order to fulfill our Customer's need; deliver the services requested, including software updates; manage our Customer and User relationship; provide our Customers and Users with customer support, and comply with laws or regulations that apply to us and our Customers.

To personalize User experience

We may use information in the aggregate to understand how our Users as a group use the Solution, resources, and services provided on the Solution and the Site. We may use the information to perform research and analysis about Users' use of, or interest in, our Solutions, services, or content.

To improve the Solution and Site experience

We continually strive to improve our Solution and Site offerings based on the information and feedback we receive from Users. We may use the information to improve our internal operations, systems, Solutions, and services including benchmarking system performance and developing our products and services.

To improve customer service

User information helps us to more effectively respond to a User's customer service requests and support needs. We use the information to respond to comments and questions and provide customer service, communicate with Users and Customers about products and/or services that may be of interest.

To send periodic emails

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If User decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or the User may contact us via the contact information below.
We only use Personal Information for the purposes and uses described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original uses and purposes.

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How Do We Share Personal Information?

Except as described here or in any other applicable policy, we do not sell, trade, or rent the User's Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners, trusted affiliates, and advertisers for the purposes outlined above.

For our Pay solution, we work with a third-party payment processor in order to successfully complete transactions. We have preferred partner processors, with whom we have direct communication regarding the services and you contract directly with. We also work with other payment processors that are not contracted partners, at our Customer's request; we use such processor's technical documentation and instructions for creating an integration with the services.

We may share your Personal Information or other information about you with other parties to transactions when you use the Solution. In most cases, this is your local municipality with whom you are procuring

services and their chosen merchant account processor and financial institutions (if making a purchase). The information is limited to Personal Information and account information necessary to facilitate the transaction.

We may share information with our agents, vendors, service providers, and subcontractors who perform functions on our behalf, such as our customer relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers. We may also share information with other third parties for our business purposes or as permitted or required by law, including:

- Sending non-personal information to third-party analytics service providers for monitoring the health of the Site and Solutions;
- if we need to do so to comply with a law, legal process, or regulations;
- to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order, or other legal process or requirement applicable to CivicPlus;
- if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- to protect the vital interests of a person;
- to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution;
- to protect our property, the Solutions, the Site, and legal rights;
- to facilitate a purchase or sale of all or part of CivicPlus' business;
- to companies that we plan to merge with or be acquired by; and
- to support our audit, compliance, and corporate governance functions

Please note that if CivicPlus is acquired, sold, or dissolved, its assets, including Personal Information we may possess about Users, may, in whole or in part, be sold, disposed of, transferred, divested, or otherwise disclosed as part of the transaction or proceeding. You acknowledge that such transfers may occur, and any acquirer may continue to use your Personal Information as set forth in this Privacy Policy.

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How Do We Use Cookies?

The Site and Solutions may use "cookies" to enhance the User experience. Cookies are pieces of text that may be provided to your computer through your web browser when you access a website. The User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. The User may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site, and otherwise use the Solutions through the internet. Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are.

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How Do We Protect Your Personal Information?

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage, and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution.

Sensitive and private data exchange between the Solution or Site and its Users happens over a Secure Sockets Layer (SSL) secured communication channel and is encrypted and protected with digital signatures.

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Privacy of Children

CivicPlus Solutions are not designed or intended to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 14. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately. We encourage parents and legal guardians to monitor their children's mobile app and internet usage and enforce our Privacy Policy by instructing their children never to provide Personal Information to any Solution without their parental permission. If you have reason to believe that a child under the age of 14 has provided Personal Information to us, please contact CivicPlus Privacy, and we will work with our Customer in order to delete that information from our databases as soon as is reasonably practicable.

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How Do Users Request Access to Review or Change Personal Information?

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data-owning CivicPlus Customer with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data custodian to its data-owning Customers, the majority of our Customers are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Customer approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If you wish to edit Personal Information and are unable to do

so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Customer approval may be sought in circumstances where the Personal Information is owned by the Customer.

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Changes to this Privacy Policy

We're constantly working to improve our Solutions, so we may need to change this Privacy Policy from time to time as well. CivicPlus has the discretion to update this Privacy Policy at any time. When we do, we will revise the effective date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

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Your Acceptance of this Privacy Policy

By using this Site or any Solution, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or any Solution. Your continued use of the Site and Solutions following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

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California Residents

For Residents of California, the California Consumer Privacy Act (CCPA) provides privacy protections to California consumers as follows:

CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under data protection law, to access any of the following rights you must submit a request to the data-owning Customer with whom you submitted your Personal Information. If your request is regarding data that you submitted independent of a specific data-owning customer, or if the request is with regard to our Site, please submit such a request to CivicPlus Privacy.

California residents are limited to two Personal Information requests per year. There is no charge to access your Personal Information; however, if you submit requests that are clearly baseless, repetitive, or excessive, CivicPlus may charge a reasonable fee for such requests; alternatively, CivicPlus reserves the right to refuse to comply with such requests. Upon receiving a valid and verified request for Personal Information, that was submitted by and approved for fulfillment by our Customer Data owner, we will respond to such a request within 45 days unless there are any extenuating circumstances, for which we will let our Customer know.

CIVICPLUS

Right to know

- You have the right to request data collected about you; and
- You have the right to request what data is shared about you

Disclosures provided under CCPA will identify the Personal Information collected in the previous 12 months.

Right to deletion

- You have the right to deletion of information unless an exception applies.

Right to rectify

- You have the right to correct any data collected about you that is inaccurate.

Right to non-discrimination

- You shall not be discriminated against for exercising any of these consumer privacy rights.

Right to use an authorized agent

- You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf. Such use of an authorized agent will require:
- Your written permission to allow the authorized agent to exercise your rights
- Verification of the agent's and your own identity
- We may deny a request from you or your agent if we cannot verify the identification of the individual making the request

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Contact Us

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please send a message to CivicPlus Privacy

Or, by writing to:
Attn: Privacy Policy Support CivicPlus, LLC
302 S. 4th Street, STE 500
Manhattan, KS 66502

Solutions and Services Terms and Conditions

Please read these terms carefully.

The applicable CivicPlus Solution and Services Terms and Conditions (those terms for the specific CivicPlus solutions and services you have purchased via a statement of work) form part of the legal and binding agreement between the Customer and CivicPlus and are hereby incorporated therein (referred to as the "Solution and Services Terms").

If you are using any of the solutions and services described below, the terms corresponding to those solutions and services apply to your use. CivicPlus periodically updates this page by posting a revised terms on this page, please check back here for current information.

Definitions used throughout the Solutions and Services Terms and are defined herein, any capitalized term used herein not defined shall have the definition ascribed to in the Master Services Agreement ("MSA") or the applicable Statement of Work ("SOW") signed by the Customer. In the event of a conflict between the terms herein and any applicable SOW, the applicable SOW shall control.

• "Customer Data" means data, information, or material that the Customer, or its residents, submit to the Service in the course of using the Service data, information, or material that the Customer submit to the Service in the course of using the Service.
• "MSA" means the CivicPlus Master Services Agreement.
• "Services" used herein shall refer to the solutions and services listed on the Customer's Statement of Work and within in each respective article and/or header.
• "Parties" means CivicPlus, LLC ("CivicPlus") and the Customer that enters into engagement for Services with CivicPlus.
• "PHI" means protected health information.
• "PII" means personally identifiable information.
• "PCI" means payment card industry information.
• "SOW" means the applicable Statement of Work signed by the Customer for CivicPlus Services.

311 CRM (SeeClickFix) Terms

The Customer agrees to use the SeeClickFix Services in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service, or otherwise delivered by the Service on behalf of the Customer.

CivicPlus does not own Customer Data. The Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. CivicPlus reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for the Customer's breach, the Customer's right to access or

use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

CivicPlus will provide access to the Services via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues. End users will be able to interact with the Services and post various content including words and photos ("User Content"). While the User Content is governed by CivicPlus' published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to moderate and edit User Content.

CivicPlus will provide the Services and manage the User Content and Customer Data in compliance with the SeeClickFix Data Retention Policy (PDF) and CivicPlus Terms of Use. The Customer understands and agrees that it has sole discretion over the solicitation, collection, storage, or other use of end-users' personally identifiable information (PII), including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user PII. The Customer further understands and agrees that the Customer is solely responsible for the use or storage of end-users' PII in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of PII.

To the extent it may apply to any of the Services or deliverables included in the applicable SOW, admin user logins are for designated individuals chosen by the Customer ("Admin Users") and cannot be shared or used by more than one Admin User. The Customer will be responsible for the confidentiality and use of Admin User's passwords and usernames. The Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under the Customer's account. The Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any Admin User's password or username and/or personal information .

Conversations

The Conversations/SeeClickFix Pro text message (SMS/MMS) Services comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Customer at $0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event the Customer exceeds the set usage amounts herein, CivicPlus will provide the Customer with a report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Customer in the event the Customer exceeds the usage amounts in any month.

CivicPlus's Terms of Use

1. Acceptance of Terms

CivicPlus, LLC ("CivicPlus") welcomes you. CivicPlus provides its services to "you" (or "your"), which refers to you, a user of the Site or Solution of CivicPlus, subject to the following Terms of Use ("TOU"), which may be updated by us from time to time without notice to you. Please periodically review these TOU because your continued use of the Site and/or the Solutions indicated your agreement with these TOU as modified. You can review the most current version of the TOU at any time at on our website at http://www.civicplus.com/terms-of-use. This version was updated on November 1, 2022.

In the event there is a conflict between these TOU and any separate agreed upon terms and conditions between you and CivicPlus, such separate agreed upon terms and conditions will govern.

By using or attempting to use the Site or any Solution, you certify that (i) you are a resident of the United States and are at least 16 years of age, or if under the age of 16, your parent or guardian has consented to your use of the Site or Solution, or (ii) you are not a resident of the United States and are at least 18 years of or, if under 18, you have the consent of your parent or guardian (over the age of 18) to use the Site or Solution. You also certify that you are not a person barred from receiving the use of the Site or Solutions under the laws of the United States or other applicable jurisdiction. If you do not meet these requirements or, if for any reason, you do not agree with all the terms and conditions contained in this TOU, you must stop using the Site and Solutions immediately.

2. Description of Services

CivicPlus provides various engagement solutions that facilitate communication, workflow management, and transparency between constituents and their local government (individually and collectively, the "Solution(s)"). You understand and agree that the Solutions may include certain communications from CivicPlus, such as service announcements and administrative messages, and that these communications are considered part of CivicPlus Solution registrations and/or memberships, as appropriate, and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Solutions shall be subject to the TOU. You understand and agree that the Solutions' services are provided "AS-IS" and that CivicPlus assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Solution, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Solutions.

3. Permitted Use of the Products and Site

You may use the CivicPlus proprietary websites (individually and collectively, the "Site"), and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Site Content") solely for your non-commercial, personal purposes and/or to learn about CivicPlus Solutions, products and services, and solely in compliance with these TOU. You may use the Solutions solely for the purpose for which they are provided and in compliance with the master services agreement, statement of work, and/or these TOU.

4. CivicPlus Privacy Policy

Your use of the Site and all Solutions is subject to [CivicPlus's Privacy Policy](). Registration Data and certain other information about you is subject to our Privacy Policy. We will not share or sell your contact information with another company without your permission, with the exception of the Authority that you are engaging with via a Solution, as described below. You understand that through your use of the Site and Solutions you consent to the collection and use (as set forth in this Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CivicPlus.

CivicPlus is often a channel of communication between citizens and their local government or other local authorities (collectively, referred to as "Authority(ies)"). If you interact via any Solution directly with any Authority, the contact information you enter when you register on the respective Solution can and may be transmitted to the Authority you are attempting to contact. Your contact information may be used as contact information for communication with that Authority. In this regard, you should consider the contact information you use to be one which you are using to communicate directly with the Authority.

5. *Your Obligations*

In consideration of your use of the Site and Solutions, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to:
(a) provide true, accurate, current and complete information about yourself as prompted by any Solution registration or other forms (the "Registration Data") and
(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
If you provide any information that is untrue, inaccurate, not current or incomplete, or CivicPlus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CivicPlus has the right to suspend or terminate your account and refuse any and all current or future access and use of any or all the Solutions (or any portion thereof). CivicPlus is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Solutions must take responsibility to determine whether the content is appropriate for your child.

You understand that all information, data, text, photographs, graphics, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person or Authority from whom such Content originated. This means that you, and not CivicPlus, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via any Solution. With the exception of moderating for compliance of the terms herein, CivicPlus does not control the Content posted via the Solutions and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using any of the Solutions, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will CivicPlus be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via any of the Solutions.

Content included within the Solutions provided by CivicPlus belongs to the Authorities from which it originated. Certain Content or information provided within or appearing on the Solutions may not reflect the most current or accurate information, including without limitation municipal codes, events, or contact information. Your use and reliance on such Content and information is at your own risk. For confirmation of accurate information, please contact the Authority that owns the Content and information. You agree that CivicPlus is not responsible or liable for any inaccurate Content or information provide within or appearing

on each Solution. The Content and information provided on the Solutions is not intended to and does not constitute legal or professional advice and no attorney-client relationship is formed.

6. *Member Account, Password and Security*

You may receive an account designation upon completing any of the Solutions' registration process. You are responsible for maintaining the confidentiality of the account and your associated password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CivicPlus of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CivicPlus cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

7. *Prohibited Use*

You agree to not use any of the Solutions or the Site to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

- harm minors in any way;

- impersonate any person or entity, including, but not limited to, a CivicPlus official, a government official, Authority, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through any Solution;

- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

- upload, post, email, transmit or otherwise make available any Content that publicly displays the personally identifiable information of any third party;

- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;

- engage in spamming, flooding, or denial of service attacks;

- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- interfere with or disrupt any Solution, Site or servers or networks connected to any Solution or Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Solutions;

- restrict or inhibit any other visitor or user from using the Site or any Solution, including, without limitation, by means of "hacking" or defacing any portion of the Site or Solutions;

- intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;

- "stalk" or otherwise harass another; and/or

- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs in this Section 7.

- Use the Site or any Solution in violation of these TOU;

- Use the Solutions and/or Site in violation of the terms of any applicable Acceptable Use Policy, as provided.

- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site or any Solution, or otherwise attempt to discover any source code, or allow any third party to do so;

- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Site Content or Solutions in any way;

- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site or any Solution in a manner that sends more request messages to the CivicPlus servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser, unless specifically permitted by CivicPlus and in accordance with any specific rate or use limitations;

- Use the Site or any Solution in any manner that damages, disables, overburdens, or impairs any Site or Solution or interferes with any other party's use and enjoyment of any Site or Solution;

- Mirror or frame the Site, Solutions or any part of the foregoing on any other web site or web page.

- Attempt to gain unauthorized access to the Site or Solutions;

- Access the Site or Solutions by any means other than through the interface that is provided by CivicPlus for use in accessing the Site or any Solution;

- Use the Site or Solutions for any purpose or in any manner that is unlawful or prohibited by these TOU.

The foregoing actions shall constitute a material breach of these TOU. Any unauthorized use of any Site Content, the Site, or Solutions may violate patent, copyright, trademark, and other laws.

You acknowledge that CivicPlus may or may not pre-screen Content, but that CivicPlus and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Solutions. Without limiting the foregoing, CivicPlus and its designees shall have the right to remove any Content that violates these TOU, specifically those requirements listed in this Section 7. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by CivicPlus or submitted to CivicPlus.

You acknowledge, consent and agree that CivicPlus may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
(a) comply with legal process;
(b) enforce the TOU;
(c) respond to claims that any Content violates the Rights of third parties;
(d) respond to your requests for customer service; or
(e) protect the rights, property or personal safety of CivicPlus, its users and the public.

You understand that the technical processing and transmission of the Solutions, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Solutions and software embodied within each of the Solutions may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by CivicPlus and/or content providers who provide content to the Solutions. You may not attempt to override or circumvent any of the usage rules embedded into the Solution. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Solutions, in whole or in part, is strictly prohibited.

8. *Content You Post or Provide.*

You represent that you have all right, title, and interest to Content you post on the Solutions, Site or provide to CivicPlus, including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Content, and that posting such Content does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the Content you post is true and your own work or work you are authorized to submit, and that the Content you post does not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Content you supply do not violate these TOU.

CivicPlus does not claim ownership of Content you submit or make available for inclusion on within the Solutions. However, with respect to Content you submit or make available for inclusion on publicly

accessible areas of any Solution, you grant CivicPlus the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of any Solution, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the respective Solution solely for the purpose for which such Content was submitted or made available.

- With respect to Content other than photos, graphics, or audio you submit or make available for inclusion on publicly accessible areas of any Solution, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

9. *Links*

The Site and Solutions may provide, or third parties may provide, links to other World Wide Web sites or resources. Links on the Site and the Solutions to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site or Solution. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by CivicPlus of the third party, the third-party web site, or the information there. CivicPlus is not responsible for the availability of any such web sites. Because CivicPlus has no control over such sites and resources, you acknowledge and agree that CivicPlus is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. If you use the links to the web sites of CivicPlus affiliates or service providers, you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites. You further acknowledge and agree that CivicPlus shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

10. *Contributions to CivicPlus*

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to CivicPlus through its suggestion or feedback webpages or via email, you acknowledge and agree that:
(a) your Contributions do not contain confidential or proprietary information;
(b) CivicPlus is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
(c) CivicPlus shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;
(d) CivicPlus may have something similar to the Contributions already under consideration or in development;
(e) your Contributions automatically become the property of CivicPlus without any obligation of CivicPlus to you; and
(f) you are not entitled to any compensation or reimbursement of any kind from CivicPlus under any circumstances.

11. Copyrights and Trademarks

The Site and each Solution is based on proprietary CivicPlus technology and includes CivicPlus's proprietary Content and Site Content. The Site and each Solution is protected by applicable intellectual property and other laws, including trademark, trade secret and copyright laws. The Site and each Solution, including all intellectual property rights in the foregoing, belongs to and is the property of CivicPlus or its licensors (if any).

CivicPlus owns and retains all copyrights in its proprietary Content. Except as specifically permitted on the Site or any Solution as to certain CivicPlus Content, the CivicPlus Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content, the Site, or any Solution, in whole or in part, by any means. Customer does not receive any right or license to use the foregoing. CivicPlus may use and incorporate into the Site or the CivicPlus Service any suggestions or other feedback you provide, without payment or condition.

The CivicPlus name, logo, trademarks and service marks and other CivicPlus product names logos and service names are trademarks of CivicPlus, LLC (the "CivicPlus Marks"). The appearance, layout, color scheme, and design of the Site are protected trade dress. Without CivicPlus's prior written permission, you agree not to display or use in any manner the CivicPlus Marks.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Site or any solution should be sent to CivicPlus's designated Copyright Agent. See the Claims of Copyright Infringement instructions below.

12. CivicPlus's Proprietary Rights

You acknowledge and agree that the Site and Solutions and any necessary software used in connection with the Solutions ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by CivicPlus, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any of the Solutions or the Software, in whole or in part.

CivicPlus grants you a personal, non-transferable and non-exclusive, revocable, limited right and license to access and use the Software on a single device in compliance with these TOU; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Solutions. You agree not to access the Solutions by any means other than through the interface that is provided by CivicPlus for use in accessing the respective Solution.

13. Suspected Violation of these Terms or Law; Injunctive, Equitable Relief, and Liquidated Damages.

Violations of these TOU, including unauthorized use of the Site or any Solution, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in CivicPlus's sole discretion, and without prior notice, CivicPlus may terminate and block your access to the Site or to any Solution, cancel your registrations, refuse to honor pending and future purchases made from all credit card accounts or online accounts CivicPlus believes may be associated with you, cancel a registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized Content or exercise any other remedy available, if CivicPlus

believes that your conduct or the conduct of any person with whom CivicPlus believes you act in concert, or the Content you provide, violates or is inconsistent with these TOU or the law, or violates the rights of CivicPlus, a customer of CivicPlus or another user of the Site and Solutions.

You agree that monetary damages may not provide a sufficient remedy to CivicPlus for violations of these TOU and you consent to injunctive or other equitable relief for such violations.

You agree that abusive use of the Site and Solutions, as defined above, causes damage and harm to CivicPlus in the form of, among other things, impaired goodwill, lost sales, and increased expenses associated with responding to abusive use of the Site and Solutions. You further agree that monetary damages for abusive use of the Site and Solutions are difficult to ascertain and that proof of monetary damages for abusive use would be costly and difficult to calculate. Accordingly, you agree that liquidated damages are warranted for abusive use. Therefore, you agree that if you, or others acting in concert with you, alone or collectively request more than 1,000 pages of the Site or any Solution in any twenty-four hour period, you, and those acting in concert with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents ($0.25) per page request each time that a page request is made after that first 1,000 during that twenty-four hour period. You acknowledge that: (a) CivicPlus has a valid interest in ensuring proper use of the Site and each Solution; (b) this provision is reasonably tailored to that purpose; and (c) that the liquidated damages amount is a reasonable approximation of the costs and damages that CivicPlus would incur as a result of such action by you or others acting in concert with you.

CivicPlus is not required to provide any refund to you if it exercises any of its rights or remedies because you have violated these TOU or any of CivicPlus's rights. Additionally, CivicPlus reserves the right, in its sole discretion, to modify, suspend or discontinue any part of this Site or any Solution at any time, with or without notice to you. CivicPlus also reserves the right, in its sole discretion, to impose limits on certain features and services and to restrict access to the Site or any Solution without notice to you. CivicPlus shall not be liable to you or any third party for any claim or cause of action arising out of its exercise of the foregoing rights.

14. *Rules for Sweepstakes, Contests and Games.*

In addition to these TOU, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from these TOU. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. CivicPlus urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy. which, in addition to these TOU, governs any information you submit in connection with such activities. To the extent such rules conflict with these TOU, such rules shall control with respect to the particular Promotion.

15. *International Use*

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

16. *Downloading Files*

CivicPlus cannot and does not guarantee or warrant that files available for downloading through the Site or any Solution will be free of infection by software viruses or other harmful computer code, files or programs.

17. *Indemnity*

You understand and agree that you are personally responsible for your behavior on the Site and each Solution. You agree to indemnify, defend and hold harmless CivicPlus, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of Content you submit, post, transmit or otherwise make available through any Solution, your use, misuse, connection to the Solutions, or inability to use the Site, Solutions, or the Content, your violation of any rights of another, or any violation by you of these TOU.

18.   *No Resale of Service*

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of any Solution (including your CivicPlus Solutions login), use of the solution, or access to any of the Solutions.

19.   *Disclaimers; Limitation of Liability*

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE AND SOLUTIONS IS AT YOUR SOLE RISK. THE SOLUTIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CIVICPLUS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CIVICPLUS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SOLUTIONS WILL MEET YOUR REQUIREMENTS; (ii) THE SOLUTIONS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOLUTIONS WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOLUTIONS WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOLUTIONS OR THE SITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CIVICPLUS OR THROUGH OR FROM THE SOLUTIONS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CIVICPLUS IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT,

PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR ANY SOLUTION, WITH THE DELAY OR INABILITY TO USE THE SITE OR ANY SOLUTION, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR ANY SOLUTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF CIVICPLUS OR ANY OF CIVICPLUS'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, CIVICPLUS IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF CIVICPLUS AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS SHALL IN ALL CASES BE LIMITED TO ONE HUNDRED DOLLARS.

20. *General Practices Regarding Use and Storage*

You acknowledge that CivicPlus may establish general practices and limits concerning use of the Solutions, including without limitation the maximum disk space that will be allotted on Solutions' servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access any of the Solutions in a given period of time. You agree that CivicPlus has no responsibility or liability for the deletion or failure to store any tickets/issues and other communications or other Content maintained or transmitted by any of the Solutions. You acknowledge that CivicPlus reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that CivicPlus reserves the right to modify these general practices and limits from time to time.

21. *Modifications to Service*

CivicPlus reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any of the Solutions (or any part thereof) with or without notice. You agree that CivicPlus shall not be liable to you or to any third party for any modification, suspension or discontinuance of any of the Solutions.

22. *Termination*

You agree that CivicPlus may, under certain circumstances and without prior notice, immediately terminate your CivicPlus account, and access to any Solution. Cause for such termination shall include, but not be limited to:
(a) breaches or violations of the TOU or other incorporated agreements or guidelines,
(b) requests by law enforcement or other government agencies,
(c) a request by you or the appropriate Authority (self-initiated account deletions),
(d) discontinuance or material modification to any Solutions (or any part thereof),
(e) unexpected technical or security issues or problems,
(f) extended periods of inactivity,
(g) engagement by you in fraudulent or illegal activities, and/or
(h) nonpayment of any fees owed by you in connection with the Solution.
Termination of your CivicPlus account and access to any Solution includes

(a) removal of access to all offerings within the specific Solution,

(b) deletion of your password and anonymization of all related information, files and content associated with or inside your account (or any part thereof), and

(c) barring of further use of the respective Solution.

Further, you agree that all terminations for cause shall be made in CivicPlus's sole discretion and that CivicPlus shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Solution.

23. *General Provisions*

(A) No Third-Party Beneficiaries
You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this agreement.

(B) Notice
CivicPlus may provide you with notices, including those regarding changes to the TOU, including by but not limited to email, regular mail, postings on the Site or any Solution, or other reasonable means now known or hereinafter developed.

(C) Entire Agreement/No Waiver
The terms of this TOU constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by CivicPlus of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

(D) Severability of Terms
If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

(E) No Right of Survivorship and Non-Transferability
You agree that your CivicPlus Solution account is non-transferable and any rights to your CivicPlus Solution login or contents within your account terminate upon your death.

(F) Correction of Errors and Inaccuracies
The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. CivicPlus therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. CivicPlus does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

(G) Choice of Law and Forum
Any and all disputes relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, or any other CivicPlus web site or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Kansas, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts Kansas City, Kansas in the event of any dispute of any kind arising from or relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, any other CivicPlus web site or the Content.

(H) Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of any of the Solutions or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

24.   *Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement.*

CivicPlus respects the intellectual property of others, and we ask our users to do the same. CivicPlus may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following notice ("Notice") to the CivicPlus's Copyright Agent containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- a description of the copyrighted work or other intellectual property that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the site;

- your address, telephone number, and email address;

- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

CivicPlus's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: DMCAnotice@civicplus.com

The section titles in the TOU are for convenience only and have no legal or contractual effect.

SeeClickFix Data Retention Policy

This policy documents how SeeClickFix stores and maintains data associated with organizations and their members (Members). The Data Categories section defines the categories of data covered by this policy statement. The Data Storage section provides an overview of our data storage practices associated with disaster recovery. The Data Retention section outlines how long we maintain data on our systems and when we purge data. The Data Export section describes how an organization may obtain copies of their data.

Data Categories

Public Data: Content uploaded to the service and accessible without authentication or restriction. This includes access via mobile apps, web pages, or API access. Examples include issues, public comments, and organizational notices. Public data can be created by Users and Members.

Protected Data: Content uploaded to the service and accessible only to authenticated users with proper authorization. This includes authenticated access via mobile apps, web pages, or API access. Examples include: private issues, internal comments, work orders, and user profiles. Protected data can be created by Users and Members.

System Data: Content that is generated internally through the regular operation of the service. Examples include logs and analytics. System data is only available to authorized SeeClickFix staff.

User Data: Public or protected data that is created by a particular User.

Organizational Data: Public or protected content that is associated with a particular organizational account. This includes data created by Users as well as data created by Members. This category would include all issues reported to the organization (public and private), comments, internal comments, work orders, organizational notices, and so on.

Data Storage

Public and protected data as well as some system data is stored in a primary database and replicated continuously to a secondary database. A full backup of this data is made every four hours to a geographically separate data center. The secondary database and backups exist for operational and disaster recovery purposes and are not intended to be part of the general data retention policy. When data is purged from our production systems, it is not commercially feasible to purge it from backups stored for disaster recovery purposes. In the event that the backups are required to restore data to our production systems, SeeClickFix will make all reasonable efforts to exclude data that was previously purged (e.g., accounts that are inactive).

Data Retention

Active Accounts: User and Organizational Data is retained indefinitely while the accounts are active.

User Account Termination: Public user data associated with a terminated user account is retained for at least 90 days, but may be retained indefinitely as per the rights granted to SeeClickFix in the Terms of Service. Public and protected data that is associated with an organizational account is considered part of the Organizational Data and retained according to the organization policy below irrespective of the status of the user account.

Organizational Data Purge Requests: Upon request, SeeClickFix will purge Protected Organizational Data that exceeds the data retention lifetime as defined by the organization. SeeClickFix may retain Public Data associated with the purged Organizational Data and may exclude data that is required for the service to operate (e.g., data associated with open issues or open work orders).

Organization Account Termination: Organizational data associated with a terminated organizational account is retained for at least 90 days. Public data may be retained indefinitely as per the rights granted to SeeClickFix in the Terms of Service. Protected data may be purged by SeeClickFix after 90 days. SeeClickFix will make reasonable efforts to ensure the data has been exported and stored by the organization before purging the data from our systems.

Data Export

Organizations may export their Organizational Data via the product export features or API at any time prior to account termination. Some Organizational Data is not currently available through the product export mechanisms and can only be accessed via the API services (API-only data). This currently includes comments and images associated with issues and work orders.

- the product export mechanisms generate CSV or Excel spreadsheets
- the API provides data in JSON or XML format
- images are identified via URL in the API responses and accessible via HTTP

Upon request and when an account termination is planned or has already occurred, SeeClickFix will make available a complete export of Organizational Data including data that is not included in the product export mechanisms (API-only data). An export request must be made within 90 days of account termination. After 90 days, organizational data may be purged by SeeClickFix and may not be recoverable. The data will be provided in one or more files and in a non-proprietary format (e.g. zip files, CSV files, open-source database dumps).

This policy was last updated, 2019-05-03