

NuCivic
220 Lafayette Street
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New York, NY 10013

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name

Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

NuCivic Subscriptions Terms of Service

This NuCivic Subscriptions Agreement (this “Agreement”) is between NuCivic, Inc. (“NuCivic” or “we”) and the purchaser of a NuCivic Standard Subscription or a NuCivic Custom Subscription service (the “Service”) from NuCivic or one its partners (“Customer” or “you”). If you do not agree to the terms of this Agreement, you must immediately cease all use of the Service.

Terms and Conditions

1. Services

1.1 NuCivic Subscriptions Service. We shall provide the Service to you according to the terms of the Service Level Agreement attached hereto as Schedule 1 if you have purchased a NuCivic Standard Subscription, or Schedule 2 if you have purchased a NuCivic Custom Subscription.

1.2 Hourly Services. Hourly services included with the Service or purchased separately from NuCivic, including Advisory Support and Custom Development, shall be provided consistent with industry standards. These services shall be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the parties. NuCivic shall not be obligated to provide more than 10 hours of Advisory Support or Custom Development in a single month unless you notify us of your support needs at least one month in advance. If you require more Advisory Support or Custom Development hours than are included in the SLA, you may purchase additional hours from NuCivic.

1.3 Security. We shall use industry standard systems and procedures to ensure the security, integrity, and confidentiality of your data, protect against anticipated threats or hazards to the security or integrity of your data, and protect against unauthorized access to or use of your data.

1. Customer Obligations

1.1 Hosting. You shall secure a Hosting Solution for the Service consistent with the requirements of the SLA and shall provide to NuCivic all access and authorizations necessary to install and maintain the Service on the Hosting Solution.

1.2 Acceptable Use Policy. You shall ensure that your use of the Service, as well your users' and Affiliates' use, is in compliance with the Acceptable Use Policy stated in Section 7 of this Agreement.

1.3 Security. You shall protect the accounts, passwords, and other authentication information you use to access the Service and any NuCivic system, and shall be responsible for any activity attributable to a Customer account or user.

1.4 Data Backup. We shall coordinate with the Hosting Provider to ensure that your data is backed up at least weekly. You shall make reasonable efforts to maintain backups of all information you store in the Service in a separate environment.

1.5 Laws Applicable to Customer. You are solely responsible for compliance with all laws applicable to your use of the Services. You shall not use the Service to store data that you are prohibited by any law or regulation from disclosing to NuCivic. If you intend to store data in the Service that would subject NuCivic to any regulation by virtue of its access to the data, you shall notify us in advance and we shall have the option, in our sole discretion, of discontinuing the Service without liability to us, except to refund any fees you paid to us attributable to unused services.

1.6 Export Control. You represent and warrant and undertake that you shall not possess, use, import, export or resell (and shall not permit the possession, use, importation, exportation, or resale of) the Service or any materials provided by NuCivic to you under this Agreement in any manner which would cause NuCivic or its Affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under U.S. law).

1.7 No High Risk Use. You shall not use the Service for any critical system, meaning any system where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use the Service to support aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

2. Intellectual Property

2.1 Ownership of the Service. As between you and NuCivic, NuCivic retains all Intellectual Property in the Service and any software used to provide the Service to you. NuCivic shall be considered the sole author of all modifications or improvements to the Service, whether or not produced under this Agreement. You hereby assign to NuCivic all right, title, and interest to any suggested improvements to the Service provided by you to NuCivic.

2.2 Open Source Software. The Service is comprised principally of Open Source Software licensed by NuCivic and its licensors. You are free to host your own instance of the NuCivic software on which the Service is based, or to have a third party do so on your behalf. If you choose to do so, you may purchase Advisory Support from NuCivic to export your data from the Service for delivery to your other instance. You may obtain a copy of the corresponding source code from NuCivic online at <http://github.com/NuCivic>.

2.3 Customer Data. You warrant that you have all necessary rights in the Customer Data to permit your use of the Service, and NuCivic's provision of the service, without infringing the Intellectual Property rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound. You are solely responsible for all Customer Data and use of Customer Data and the Service by your users. NuCivic does not guarantee the accuracy, integrity or quality of Customer Data. As between you and NuCivic, you retain ownership of all Intellectual Property in Customer Data. You grant to NuCivic and the Hosting Provider the rights to access, retain, use and disclose Customer Data solely for the purpose of providing Services hereunder.

3. Confidential Information

3.1 Duty to Protect Confidential Information. Each party shall exercise the same degree of care and protection with respect to the Confidential Information of the other party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. Notwithstanding the above: (i) either party may disclose the other's Confidential Information to its employees and agents who have a need to know, provided that any agent to which Confidential Information is disclosed is bound by nondisclosure terms at least as protective as those in this Section 4; and (ii) either party may disclose Confidential Information if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of Section 4.3. Courts of competent jurisdiction may require certain information to be released. Federal agencies are subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, which requires that information that does not fall under certain exceptions must be released when requested, and, therefore, some information may be released despite being characterized as "confidential" by the vendor.

3.2 Return of Confidential Information. Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other party, each party shall promptly return or

destroy all Confidential Information disclosed to it by the other party and provide certification that all such Confidential Information has been returned or destroyed.

3.3 Notification Obligation. If a party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other party, it shall promptly and fully notify the other party of the unauthorized use or disclosure. If a party or any of its employees or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, it shall not disclose the Confidential Information without providing the other party at least 7 days' prior written notice (or as much advance notice as is reasonably feasible, if less than 7 days) of any such request or requirement so that the other party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. The party that receives the request shall cooperate with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information.

5. Term and Termination

5.1 Term. The initial term of the Agreement begins upon your purchase of the Service from NuCivic or one of our partners and shall terminate upon the expiration of the subscription term purchased.

5.2 Termination for Convenience.

5.3 Termination for Breach. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

6. Acceptable Use Policy

6.1 You may not use the Service to:

- send or facilitate the sending of unsolicited bulk commercial email (spam);
- store or transmit libelous, harassing, abusive or otherwise unlawful or tortious materials;
- store or transmit material in violation of any third party's privacy or Intellectual Property rights;
- distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- interfere with others' use of the Service;
- interfere with, or attempt to find or exploit vulnerabilities in, the Service or other services or systems;
- perform any load tests or load-inducing vulnerability tests on the Service;
- alter, disable, interfere with, or circumvent any aspect of the Services; or
- otherwise violate, or promote the violation of, any law or the legal rights of any person.

7. Suspension of Service

7.1 legal, or security risk.

8. Indemnification

8.1 NuCivic' Indemnification of Customer. NuCivic agrees to defend, indemnify and hold harmless Customer and its affiliates and their respective directors, officers, employees, and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of NuCivic' breach of this Agreement, including any of its warranties or representations. The contractor will be given an opportunity to intervene in any suit or claim filed against the GSA Customer, at its own expense, through counsel of its choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute, 28 U.S.C. § 516.

8.2 Exclusions. Notwithstanding the foregoing, NuCivic shall have no obligation to indemnify Customer for any claim based upon (a) any use of the Services not in accordance with the Agreement or (b) any use of the Services in combination with other products, equipment, software, or data not supplied by NuCivic.

9. Disclaimers and Limitations on NuCivic's Liability

9.1 NuCivic is not responsible to you or any third party for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from our failure to meet our security obligations under this Agreement or the applicable SLA. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

9.2 Disclaimer of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NUCIVIC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. NUCIVIC MAKES NO REPRESENTATIONS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR REGARDING THE ACCURACY OR RELIABILITY OF CUSTOMER DATA.

9.3 Limitation on Indirect Liability. NUCIVIC SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF IT KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

9.4 Liability Cap. NEITHER PARTY'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO NUCIVIC UNDER THIS AGREEMENT.

9.5 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from death or personal injury caused by its negligence, or any fraud or fraudulent misrepresentation or for any other matter for which liability cannot be excluded by law.

10. Governing Law, Arbitration

10.1 Governing Law. This Agreement shall in all respects be governed by and construed and enforced in accordance with United States Federal law.

11. General

11.1 Notice. Written notice by either party to the other may be given: (i) in person, and such notice shall be deemed valid on the date of delivery in person; or (ii) by email to legal@nucivic.com, and such notice shall be deemed valid as of the proof of mailing date.

11.2 Assignment, Subcontractors. Neither party may assign the Agreement without the prior written consent of the other party. Assignment by NuCivic is subject to FAR Clause 52.232-23, "Assignment of Claims" (May 2014) and FAR 42.12, "Novation and Change-of-Name Agreements." NuCivic may use third party service providers to perform all or any part of the Services, but NuCivic remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if NuCivic performed the Services itself.

11.3 Force Majeure.

11.4 Modifications. Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both parties. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

11.5 Entire Agreement. The Agreement, together with the underlying GSA Schedule Contract, Schedule Price List, and any applicable GSA Customer Purchase Orders, constitutes the complete and exclusive agreement between the parties regarding the Services and supersedes and replaces any prior understanding or communication, written or oral. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of NuCivic which is not set out in the Agreement.

11.6 Precedence. If there is a conflict between the terms of this Agreement and any other document, then this Agreement shall control. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

11.7 Unenforceable Provisions. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement shall nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.

11.8 No Waiver. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

11.9 No Partnership. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other to any agreement with a third party.

11.10 Survival. The following terms shall survive expiration or termination of the Agreement: Sections 9, 10, 11, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered a legal original for all purposes.

12. Defined Terms

Capitalized terms used in this Agreement have the following meanings:

“Affiliate” means any and all legal entities which the ultimate parent of a party to the Agreement controls, now or hereafter. For the purpose of this definition, “control” shall mean an entity, directly or indirectly, holding more than fifty per cent (50%) of the issued share capital, or more than fifty per cent (50%) of the voting power at general meetings, or which has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of such legal entity.

“Alternative Hosting Solution” means a hosting service arrangement other than an enterprise-grade web hosting service (including but not limited to client Customer self-hosting) that has been accepted by NuCivic as an adequate provider of hosting and SLA support for the Service.

“Business Day” or “Business Hours” means 8:00 a.m. – 5:00 p.m. Monday through Friday, U.S. Eastern time, excluding public holidays in the United States.

“Confidential Information” means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information you transmit to or from, or store on, the Service, (ii) for both of us, information that is marked or otherwise conspicuously designated as confidential, and (iii) for NuCivic, scripts and other tools used in deploying the Service. Information that is independently developed by one of us, without reference to the other's Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be “Confidential Information” of the other party.

“Custom Development” means installation, setup, configuration, and software development services provided by NuCivic on an hourly basis, including the 100 hours included with the Service and any additional hours purchased by Customer.

“Customer Data” means all data that Customer or its users stores in, transmits to, or produces with the Service, or otherwise provides to NuCivic under this Agreement.

“Enterprise Hosting Solution” means Acquia Cloud Support Services (as described in the Acquia Products and Services Guide, https://www.acquia.com/sites/default/files/attachments/acquia_support_hosting_guide.pdf) or another an enterprise-grade web hosting service that has been vetted and approved in writing by NuCivic as a suitable provider of hosting and SLA support for a NuCivic Subscription Service.

“Hosting Provider” means an entity that provides an Enterprise Hosting Solution.

“Hosting Solution” means an Enterprise Hosting Solution or an Alternative Hosting Solution.

“Intellectual Property” or “IP” means legally protectable rights related to patents, copyrights, trademarks, trade secrets, rights of publicity and any other proprietary intellectual property.

“Open Source License” means a software license identified as a “free software license” by the Free Software Foundation at <https://www.gnu.org/licenses/license-list.html#SoftwareLicenses> or as an “open source license” by the Open Source Initiative at <http://opensource.org/licenses>.

“Open Source Software” means software pre-existing this Agreement, whether owned by NuCivic or by third parties, that is licensed by its owners under an Open Source License.

"Service" means the NuCivic Standard Subscription or NuCivic Custom Subscription service maintained by NuCivic and hosted on a Hosting Solution.

"Service Level Agreement" or "SLA" means the Service Level Agreement attached hereto as Schedule 1 or Schedule 2.

**Schedule 1 to NuCivic Subscriptions Terms of Service
NuCivic Standard Subscription Service Level Agreement**

This Service Level Agreement (“SLA”) is incorporated into and subject to the terms of the NuCivic Subscriptions Terms of Service. Capitalized terms not defined in this SLA shall have the meanings given to them in that agreement.

1. NuCivic’s Responsibilities

1.1 NuCivic shall provide the following services to Customer:

- Up to 100 hours of initial setup and configuration of the Service, including onboarding for Customer staff, assistance customizing the Service’s homepage and graphic design; integration with Customer’s internal data sources, authentication systems, social media accounts, and other relevant web services; and assistance with DNS routing to Customer’s domain;
- Access to training webinars on the following topics: basic open data concepts, the Service’s data search and navigation functionality, use of its public open data API, and administration of the site;
- Routine software updates and bug fixes during the subscription term;
- Uptime and performance monitoring during the subscription term;
- Technical support for Customer-identified issues according to the process described in Section 3, below;
- 30 hours annually of Advisory Support.

1.2 We are not responsible for any of the following unless separately agreed to as part of Advisory Support purchased by you:

- Registering or maintaining domain names or DNS
- Hardware or software not provided as part of the Service
- Integration between the Service and any software or system (except for issues originating with the Service or its interfaces) other than the Enterprise Hosting Solution of an approved Hosting Provider
- Direct support to your end users
- Advice on open data best practices
- User training on the use of the Service subsequent to initial onboarding phase

2. Hosting Provider

2.1 Customer shall secure an Enterprise Hosting Solution for the Service. The Hosting Provider’s services are subject to the agreement between the Customer and the Hosting Provider. NuCivic will co-operate with Hosting Provider to provide support to the Customer as described in Section 4, below.

3. Support Requests

3.1 Severity Levels and Response Times. Each support request will be assigned a Severity Level by the party initiating the request. If NuCivic reasonably determines that you have assigned an incorrect Severity Level to a ticket, it may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NuCivic or the Hosting Provider will respond to Customer’s request and begin work on the issue. Initial response times for additional SLA support provided by the Hosting Provider shall be specified separately as part of the terms offered by the Hosting Provider.

Severity Level (Priority)	Definition	Initial Response Time
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Critical	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, a critical security issue exists.	2 Business Hours (outside of Business Hours, the Hosting Provider is responsible for first-tier response for Critical issues)
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	4 Business Hours
Standard (Normal)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	2 Business Days

3.2 Support Request Process

3.2.1 Standard Requests

3.2.1.1 Initiating Standard Requests. Customer shall initiate Standard Support Requests by opening tickets via the NuCivic's online ticketing system. NuCivic or Hosting Provider may also create tickets on Customer's behalf in response to issues identified by monitoring systems. NuCivic will use commercially reasonable efforts to develop a fix or workaround for any NuCivic-related issue and will escalate relevant issues to Hosting Provider. Customer shall not directly contact Hosting Provider with any Standard Support Request.

3.2.1.2 Response and Resolution. Once NuCivic has responded to a support request, NuCivic or Hosting Provider will work during Business Hours with Customer's representatives to resolve the problem or provide a workaround. NuCivic makes no guarantee regarding the time to resolve a support request.

3.2.2 Critical Requests

3.2.2.1 Initiating Critical Requests. Customers may initiate a Critical support request by opening a ticket via the NuCivic online ticketing system and assigning it a priority of "Critical". NuCivic and Hosting Provider may also create Critical support tickets on Customer's behalf in response to service outages, denial of service attacks, severe security vulnerabilities, or other critical issues. NuCivic will notify Hosting Provider of Critical Support Requests and will work with Hosting Provider to resolve the problem or identify a workaround.

3.2.2.2 Response and Resolution (Business Hours). NuCivic will respond to all Critical support requests created during regular Business Hours within the allotted response times defined in section 3.1. If warranted by the nature and severity of the issue, NuCivic will forward or assign any Critical support requests to Hosting Provider for further work. NuCivic will monitor progress on the issue and report information to Customer until such time as the issue is resolved or a workaround permitting resumption of normal operations is identified.

3.2.2.3 Response and Resolution (Non-Business Hours). All Critical support requests initiated outside regular Business Hours will be addressed first by Hosting Provider under the terms of the Hosting Partner's service level agreement, and subsequently by a NuCivic support team member within the allotted response times defined in section 3.1. NuCivic will offer technical assistance to Hosting Provider as needed to facilitate resolution of the issue. NuCivic will review

each Critical Support Request reported during Non-Business Hours within one Business Day after it is reported to ensure proper resolution and documentation. NuCivic shall have at least one (1) dedicated personnel ("Dedicated Personnel") available during Non-Business Hours for Hosting Provider to contact for Critical issues relating to the Service.

3.3 Conditions and Limitations of Support Requests

3.3.1 Customer Responsibilities. Customer agrees to assist NuCivic and Hosting Provider as necessary, to resolve support requests and to provide any information NuCivic reasonably requests, including information necessary to duplicate the issue. Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NuCivic to review issues, and to assist in diagnosing and troubleshooting the problem.

3.3.2 Scope. The support process described in this section applies only to technical issues with the Service. Customer-initiated support tickets related to user training issues, new feature requests, and other non-technical issues will be identified as such by NuCivic, and NuCivic will have no obligation to resolve these issues (unless Customer is entitled to Advisory Support or Custom Development services under this or a separate agreement with NuCivic).

4. **Software updates and upgrades**

4.1 NuCivic will work with Hosting Provider to proactively update the Service to apply security patches as needed and, at Customer's option, to add and configure new features and enhancements as they become available in the underlying NuCivic software stack. These proactive site upgrades do not require customers to file support tickets.

Schedule 2 to NuCivic Subscriptions Terms of Service NuCivic Custom Subscription Service Level Agreement

This Service Level Agreement (“SLA”) is incorporated into and subject to the terms of the NuCivic Subscriptions Terms of Service (the “Agreement”). Capitalized terms not defined in this SLA shall have the meanings given to them in the Agreement.

1. NuCivic’s Responsibilities

1.1 NuCivic shall provide the following services to Customer:

- Up to 100 hours of initial setup and configuration of the Service, plus up to 50 hours of custom development work, applicable to: the initial setup and configuration of the Service, onboarding for Customer staff, assistance customizing the Service’s homepage and graphic design; assistance with DNS routing to Customer’s domain, integrating the site with Customer’s internal data sources, authentication systems, social media accounts, and other relevant web services, and extending the software with additional modules;
- Access to training webinars on the following topics: basic open data concepts, data search and navigation in the website supported by the NuCivic Custom Subscription, using the site’s public open data API, administration of the site, the underlying software architecture, developer operations in cloud environments, and best practices for extending and maintaining the NuCivic software;
- Routine software updates and bug fixes during the subscription term;
- Uptime and performance monitoring during the subscription term, according to the terms of the SLA;
- 10 customer support tickets per month; and
- 30 hours annually of Advisory Support.

1.2 We are not responsible for any of the following unless separately agreed to as part of Advisory Support purchased by you:

- Registering or maintaining domain names or DNS
- Direct support to your end users
- Advice on open data best practices
- User training on the use of the Service subsequent to initial onboarding phase

2. Hosting Provider

2.1 Customer shall secure an Alternative Hosting Solution for the Service that is approved by NuCivic as adequate to support the Service. If Customer fails to obtain NuCivic’s prior approval for an Alternative Hosting Solution, Customer shall be solely responsible for integrating the Service with the Alternative Hosting Solution. NuCivic shall make reasonable efforts to support unapproved Alternative Hosting Solutions, but cannot guarantee the service levels described in this SLA. If NuCivic determines that an unapproved Alternative Hosting Solution cannot support the Service, it may terminate the Agreement for breach as described in Section 6.3 of the Agreement. The Hosting Provider’s services are subject to the agreement between the Customer and the Hosting Provider. NuCivic will co-operate with Hosting Provider to provide support to the Customer as described in Section 3, below.

3. Support Requests

3.1 **Severity Levels and Response Times.** Each support request will be assigned a Severity Level by the party initiating the request. If NuCivic reasonably determines that you have assigned an incorrect Severity Level to a ticket, it may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NuCivic or the Hosting Provider will

respond to Customer's request and begin work on the issue. Initial response times for additional SLA support provided by the Hosting Provider shall be specified separately as part of the terms offered by the Hosting Provider.

Severity Level (Priority)	Definition	Initial Response Time
Critical	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, a critical security issue exists.	2 Business Hours (outside of Business Hours, the Hosting Provider is responsible for first-tier response for Critical issues)
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	4 Business Hours
Standard (Normal)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	2 Business Days

3.2 Support Request Process (Alternative Hosting Solution)

If Customer is using an Alternative Hosting Solution, the following terms shall apply to Customer support requests.

3.2.1 Standard Requests

3.2.1.1 Initiating Standard Requests. Customer shall initiate a Standard support request by opening a ticket via the NuCivic's online ticketing system. NuCivic's support team members may also create tickets on Clients' behalf in response to issues identified by monitoring systems. NuCivic will use commercially reasonable efforts to develop a fix or work around for any issue attributable to NuCivic software that is not a Customer-Introduced Issue as defined below, and will escalate relevant issues to Hosting Provider.

3.2.1.2 Response and Resolution. Once NuCivic has responded to a support request, NuCivic will work during Business Hours with Customer's representatives to resolve the problem or provide a workaround. NuCivic makes no guarantee regarding the time to resolve a support request.

3.2.2 Critical Requests

3.2.2.1 Initiating Critical Requests. Customers may initiate a Critical support request by opening a ticket via the NuCivic's online ticketing system and assigning it a priority of "Critical". NuCivic's support team members may also create Critical support tickets on Clients' behalf in response to service outages, denial of service attacks, severe security vulnerabilities, or other critical issues. NuCivic will notify Hosting Provider of the issues related to the Critical support request whenever possible.

3.2.2.2 Response and Resolution (Business Hours). NuCivic will address all Critical support requests created during regular Business Hours within the allotted response times

defined in section 3.1. Based on the nature of the issue, NuCivic may notify Customer and, when possible, Hosting Provider, that the issue requires further work by the Hosting Provider to resolve, in which case NuCivic will attempt to monitor progress on the issue and report information to Customer until such time as the issue is resolved or a workaround permitting resumption of normal operations is identified.

3.2.2.3 Response and Resolution (Non-Business Hours). All Critical support requests initiated outside regular Business Hours should be submitted by Customer staff both to NuCivic's online ticketing system, and also addressed directly to Hosting Provider, under the terms of their Support service level agreement. A NuCivic support team member will respond within the allotted response times defined in section 3.1. Whenever possible, NuCivic will offer technical assistance to Hosting Provider as needed to facilitate resolution of the issue. Further review of all Critical support requests will be performed by NuCivic within 24 hours of the first business day following the issue to ensure proper resolution and documentation.

3.3 Support Requests Process (Enterprise Hosting Solution)

If Customer is using an Enterprise Hosting Solution, the following terms shall apply to Customer support requests.

3.3.1 Standard Requests

3.3.1.1 Initiating Standard Requests. Customer shall initiate Standard Support Requests by opening tickets via the NuCivic's online ticketing system. NuCivic or Hosting Provider may also create tickets on Customer's behalf in response to issues identified by monitoring systems. NuCivic will use commercially reasonable efforts to develop a fix or workaround for any issue attributable to NuCivic software that is not a Customer-Introduced Issue as defined below, and will escalate relevant issues to Hosting Provider. Customer shall not directly contact Hosting Provider with any Standard Support Request.

3.3.1.2 Response and Resolution. Once NuCivic has responded to a support request, NuCivic or Hosting Provider will work during Business Hours with Customer's representatives to resolve the problem or provide a workaround. NuCivic makes no guarantee regarding the time to resolve a support request.

3.3.2 Critical Requests

3.3.2.1 Initiating Critical Requests. Customers may initiate a Critical support request by opening a ticket via the NuCivic's online ticketing system and assigning it a priority of "Critical". NuCivic's and Hosting Provider may also create Critical support tickets on Customer's behalf in response to service outages, denial of service attacks, severe security vulnerabilities, or other critical issues. NuCivic will notify Hosting Provider of Critical Support Requests and will work with Hosting Provider to resolve the problem or identify a workaround.

3.3.2.2 Response and Resolution (Business Hours). NuCivic will address all Critical support requests created during regular Business Hours within the allotted response times defined in section 3.1. If warranted by the nature and severity of the issue, NuCivic will forward or assign any Critical support requests to Hosting Provider for further work. NuCivic will monitor progress on the issue and report information to Customer until such time as the issue is resolved or a workaround permitting resumption of normal operations is identified.

3.3.2.3 Response and Resolution (Non-Business Hours). All Critical support requests initiated outside regular Business Hours will be addressed first by Hosting Provider under the terms of the Hosting Partner's service level agreement, and subsequently by a NuCivic support team member within the allotted response times defined in section 3.1. NuCivic will offer technical

assistance to Hosting Provider as needed to facilitate resolution of the issue. NuCivic will review each Critical Support Request within one Business Day after it is reported to ensure proper resolution and documentation. NuCivic shall have at least one (1) dedicated personnel (“Dedicated Personnel”) available during Non-Business Hours for Hosting Provider to contact for Critical issues relating to the Service.

3.4 Conditions and Limitations of Support Requests

3.4.1 Customer Responsibilities. Customer agrees to assist NuCivic and Hosting Provider as necessary to resolve support requests and to provide any information NuCivic reasonably requests, including information necessary to duplicate the issue. Customer also agrees to provide Hosting Provider contact information and SLA details to NuCivic and to instruct Hosting Provider to cooperate with NuCivic as needed. Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NuCivic to review issues, and to assist in diagnosing and troubleshooting the problem.

3.4.2 Scope. The support process described in this section applies only to technical issues with the Service. Customer-initiated support tickets related to user training issues, new feature requests, and other non-technical issues will be identified as such by NuCivic, and NuCivic will have no obligation to resolve these issues (unless Customer is entitled to Advisory Support or Custom Development services under this or a separate agreement with NuCivic).

3.4.3 Customer-Introduced Issues. If NuCivic determines, in its sole discretion, that an issue reported by Customer was introduced by the Customer, via custom modifications to NuCivic Data, Customer’s configuration, Customer’s hardware environment, or otherwise (a “Customer-Introduced Issue”), or cannot be resolved because of a Customer-Introduced Issue, NuCivic shall not be obligated to commit more than an hour to the issue’s resolution until Customer resolves the Customer-Introduced Issue. Customers may use Custom Development hours to receive assistance from NuCivic to resolve Customer-Introduced Issues.

4. Software updates and upgrades

4.1 NuCivic and, if applicable, Enterprise Hosting Provider will proactively update the Service to apply security patches as needed and, at the Customer’s option, to add and configure new features and enhancements as they become available in the underlying NuCivic software stack. These proactive site upgrades do not require customers to file support tickets. However, NuCivic’s responsibility to apply patches and updates shall be subject to the limitations in Section 3.4.