



## INTEROFFICE MEMORANDUM

**TO:** Kent Cagle, City Manager  
**FROM:** Willie Resto, Executive Director of Information Technology  
**DATE:** **APRIL 21, 2026**  
**SUBJECT:** **CIVICPLUS MASTER AGREEMENT RENEWAL**

Enclosed is a CivicPlus Master Agreement Renewal.

Upon Council approval of this Quote, the City Manager's signature will be required on page 8 (Memorandum is page 1) of this packet for execution. Once signed, please return to IT and Purchasing.

Thank you



**CivicPlus**

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

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-118064-1  
2/26/2026 9:22 AM  
4/25/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

SMA

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 7,924.77

Websites,Accessibility

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SSL Management CivicPlus Provided	Annual Fee Renewal for SSL Certificate	USD 120.77
1.00	Municipal Websites AudioEye Managed Annual Fee Renewal	AudioEye Managed: <a href="https://www.killeentexas.gov">https://www.killeentexas.gov</a>	USD 16,304.06
1.00	Citizen Request Tracker	Citizen Request Tracker - 125,000-149,999 residents recur	USD 1,610.32
1.00	CivicSend Annual - Websites Central	CivicSend Annual	USD 1,686.59
1.00	Annual - Municipal Websites Central Renewal	CivicPlus Website Annual Fee for Hosting and Support.	USD 7,229.47
1.00	48 Month Redesign Ultimate Annual - Websites Central	48 Month Redesign Ultimate Annual - Websites Central	USD 0.00

SCF

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services. TIPS #220105	USD 45,703.08
1.00	SeeClickFix 311 CRM Marketplace App	Marketplace App Annual Renewal	USD 11,547.31
1.00	SeeClickFix 311 CRM Connector for ArcGIS (1-way)	Feature Service within ArcGIS to display your request data in internal reports, public maps and Open Data Portals	USD 1,732.10

Total Investment - Initial Term – Year 1	USD 93,858.47
Annual Recurring Services – Year 2 Estimate	USD 98,551.39
Annual Recurring Services – Year 3 Estimate	USD 103,478.96

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions attached and incorporated herein (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.



**CivicPlus**

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

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-113139-1  
3/3/2026 7:06 PM  
3/31/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	7853231544	amanda.parr@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Mass Notification Standard Implementation	Mass Notification System Standard Implementation
1.00	Resident Customer Contact Data Import	Bulk import of existing resident contacts. Data must adhere to product import specifications.
1.00	Notification: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Communicator Unlimited SMS + Unlimited Emergency Voice	Emergency and Mass Notification platform with multi-channel alerting, geo-targeting, polling, mobile apps. Unlimited SMS for all communications. Voice minutes for emergencies. Includes NOAA integration, IPAWS, and white/yellow page data for emergencies.
1.00	Notification: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee

List Price - Initial Term Total	USD 79,305.00
Total Investment - Initial Term	USD 39,155.00
Annual Recurring Services (Subject to Uplift)	USD 38,000.00

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied 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 attached and incorporated herein (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Special Terms:**

CivicPlus reserves the right to review and adjust pricing for this package if SMS usage exceeds 500,000 SMS messages in 1 year for non-emergency messages.



**CivicPlus**

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

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-107511-1  
3/11/2026 4:04 PM  
4/30/2026

**Client:**  
City of Killeen, TX

**Bill To:**  
KILLEEN CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Angelique Mansell	(843) 829-4562	angelique.mansell@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Upgrade from Standard to Premium	Upgrade from Standard Plan to Premium Plan: Upgraded plan includes unlimited Accounts & Up To 6k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 2,400.00

Total Investment - Prorated Year 1	USD 2,400.00
Annual Recurring Services (Subject to Uplift)	USD 2,400.00

Total Days of Quote:365

Initial Term	5/1/2026 - 4/30/2027, Renewal Term 5/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions attached and incorporated herein (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-107511-1, Q-113139-1 , and Q-118064-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

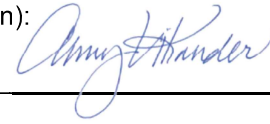
For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):



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

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

\_\_ Kent Cagle \_\_\_\_\_

Amy Vikander

Title:

Title:

\_\_ City Manager \_\_\_\_\_

Senior VP of Customer Success

Date:

Date:

03/23/2026

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 Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. 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 SOW;

**NOW, THEREFORE**, Customer and CivicPlus agree as follows:

## Agreement

### Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). 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, 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. 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. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). 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.

## Ownership & Content Responsibility

7. 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.

8. 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 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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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

15. 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 Customer Content.

## Responsibilities of the Parties

16. 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.

17. 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.

18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service 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 shall not provide to CivicPlus or allow to be provided to CivicPlus 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.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals 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; (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 User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. 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.

21. 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.

22. 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

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). 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.

24. 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.

25. 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.

26. 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 with all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

27. 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](https://www.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>).

28. 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.

29. 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](https://www.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.

30. 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

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer'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

32. 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.

33. 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.

34. 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

35. 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.

36. 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.

37. 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.

38. 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.

## Force Majeure

39. 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

40. 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, penalties and expenses.

## Other Documents

41. 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, the terms of such exhibit, amendment, addenda or SOW 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

42. 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.

43. 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

44. 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.
45. 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.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. 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 or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

# Social Media Archiving (ArchiveSocial)

## Terms

### License to Host Archived Content

For the purposes of these terms, “Archived Content” means content, data, and Social Media Archiving Services that the Customer transmits to and through certain social media platforms and certain internet websites that the Customer designates.

The Customer grants to CivicPlus, and its affiliates and applicable contractors worldwide, limited-term license to host, copy, display, and use any Archived Content as reasonably necessary for CivicPlus to provide, and ensure proper operation of, the Services and associated systems in accordance with the applicable Statement of Work ("SOW"). Subject to the limited license granted herein, CivicPlus acquires no right, title, or interest from the Customer or the Customer’s licensors under the applicable SOW in or to any of the Archived Content.

### Supported Sites & Permitted Accounts

In addition to the license granted in the Section above, in order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, The Customer must provide CivicPlus with certain information (“Authentication Information”) with respect to any social media account and/or internet website, platform or service that CivicPlus supports (a “Supported Site”) and that the Customer would like to be included as part of the Customer’s Archived Content.

The Customer represents, warrants, covenants and agrees that the Customer has not, and that the Customer will not, provide CivicPlus with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or internet website in connection with Customer’s use of the Service and CivicPlus’s archival of any Archived Content other than with respect to user accounts for which:

1. the Customer or a representative of the Customer is the actual owner or
2. the Customer has been explicitly authorized to provide such access (collectively, “Permitted Accounts”).

### Limitations on Licensor’s Ability to Provide the Service and Maintain Archived Content

In order for CivicPlus to provide the Service and to capture and to maintain Archived Content for the Customer, CivicPlus relies on the Customer and on the owners and operators of the Supported Sites to provide CivicPlus with access to the content, data, and/or information the Customer transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if the Customer changes any Permitted Accounts Information the Customer has provided to CivicPlus without, if necessary, first notifying CivicPlus, or otherwise limits or revokes CivicPlus's ability to access any of the Customer's Permitted Accounts, CivicPlus may be unable to continue to provide the Service as intended, or at all.

It is also possible that, without any notification to the Customer or CivicPlus, one or more Supported Sites will:

1. change their website or service,
2. change the APIs through which CivicPlus accesses such website and/or service,
3. amend the terms of use or other policies through which the Customer or CivicPlus use and access such website and/or service,
4. provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data, and/or information the Customer transmits to and through such Supported Site, and/or
5. take other actions to restrict the Customer's or CivicPlus's access to such website and/or service and the content, data, and/or information contained therein.

Any of these events could disrupt CivicPlus's ability to provide the Service as intended, or to provide the Service at all, including CivicPlus's ability to capture or to maintain the Customer's Archived Content. In addition, it is also possible that CivicPlus's ability to provide the Service or to capture or to maintain the Customer's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking, or other security vulnerabilities, the failure of equipment or services provided by CivicPlus or by third parties or other events, including force majeure events.

### **Usage Limits**

Services and Archived Content are subject to usage limits, including, for example, the number of Permitted Accounts and/or the monthly volume of new Archived Content. If the Customer regularly exceed the contractual usage limit set forth on the applicable SOW, CivicPlus may work with the Customer to help reduce usage so that it conforms to that limit. If, notwithstanding CivicPlus's efforts, the Customer is unable or unwilling to abide by

a contractual usage limit, the Customer may be required to purchase additional quantities of the applicable Services upon CivicPlus's request.

### **Content Restrictions**

The Customer may not incorporate or use the Services in connection with the Customer's Permitted Accounts if the Customer's Permitted Accounts or any of the content, data, and/or information available on such Permitted Accounts (or if the Customer's use of the Service otherwise) falls within any of the following:

1. is primarily directed to children age 13 or under or that has children aged 13 or under as a significant proportion of its users;
2. contains adult entertainment, including, but not limited to, pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences; or
3. promotes, encourages, or facilitates any illegal activity, violates the law, or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality).

Any use of the Services in breach of these standard product terms for the Services, by the Customer or any individual authorized by the Customer to use the Services ("User(s)") that in CivicPlus's sole judgment threatens the security, integrity or availability of the Services, may result in CivicPlus's immediate suspension of the Customer's use of the Services; however, CivicPlus will use commercially reasonable efforts under the circumstances to provide the Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

### **Supported Platform API Terms of Service**

The Customer agrees to be bound by the terms of service for each of the Supported Platforms for which the Customer has authorized with the Customer's Authentication information, including but not limited to: [YouTube's Terms of Service](#).

### **Service Disclaimer**

While CivicPlus will undertake commercially reasonable efforts to provide the Service (including with respect to Archive Content) to the Customer, CivicPlus cannot and does not represent, warrant, or guarantee that CivicPlus will be able to do so in full at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that CivicPlus will be able to capture full and accurate record of the Customer's Archived Content at all times or at any particular time, nor does CivicPlus represent, warrant, or guarantee that any

website, platform, or service that is currently a supported site will remain a supported site. Accordingly, the Customer's use of the website and the Service is expressly conditioned and the Customer's Acknowledgement and Acceptance of the Limitations set forth in this section and the Limitation of Liability set forth in the [Master Services Agreement \("MSA"\)](#).

## General Municipal Website (CivicEngage) Terms

Due to the multiparty dependency of Project Development, CivicPlus will not migrate, convert, or port content or information that could reasonably be construed as time-sensitive, such as calendar or blog content, during Project Development.

The Customer allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and a web link at the bottom of the completed web pages. The Customer understands that the pricing structure provided under this Statement of Work "SOW" assumes such perpetual permission.

### Evolve

1. CivicPlus is not responsible for any act or omission of any third-party vendor or service provider that the Customer has selected to integrate the Municipal Website Evolve services with. If the Customer’s Services include Process Automation and Digital Services (CivicOptimize), the terms for such Services, set forth in the Process Automation and Digital Services section shall apply.

### CivicPlus Mobile App

2. The Customer is responsible for the registration and account management of the Customer’s app account on the respective distribution platform (App Store, Google Play). CivicPlus may manage the Google Play distribution platform. CivicPlus, in its sole discretion, may transfer management and ownership responsibilities to Customer or an approved third party of any mobile app platform used by Customer after providing thirty (30) days’ written notice to Customer of such change.
3. If the Customer desires to use the App Store, the Customer is responsible for the set up the Apple Developer Account as follows:
  1. Set up an Apple Developer Account
  2. Identify CivicPlus and OneBlink as a developer on the account
  3. Work with CivicPlus Implementation team to customize the App Store descriptions, settings and content.
  4. Work with CivicPlus Implementation team to update the App Store descriptions, settings and content.
  5. If the Customer identifies as a non-profit organization, Apple will waive the annual fee. However, if the Customer is identified as a for-profit organization and must pay the annual fee, the payment must be set up to auto-renew. CivicPlus shall not manage the Customer account. CivicPlus shall only use the Customer’s Apple Developer Account to deploy the Customer’s CivicPlus Mobile App.



6. If the Customer receives emails or requests from Apple regarding the Customer's Apple Developer Account, it is the Customer's responsibility to respond directly to Apple. In the event the communication specifically involves the deployment of the CivicPlus Mobile App, the Customer shall immediately forward such communication to CivicPlus to ensure the CivicPlus Mobile App remains live and up-to-date.
- 4.
5. The Customer represents that it has all intellectual property rights in any the Customer data and content to be added to the Services. It is solely the Customer's responsibility to seek the permission of any third-party data and/or content owner used by the Customer.

The Customer understands that the hosting for the Services are provided by the app distribution platform and not CivicPlus. CivicPlus shall not be liable for any downtime of the Services provided to the Customer.

### **Design Center Pro**

6. If the Customer's use of the Design Center Pro module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, the Customer will be charged CivicPlus's standard hourly rate at such time for such resources.

### **CivicPlus Pay / Process Automation Pay / Pay**

7. CivicPlus Pay Services enables the Customer to receive online credit card payments for certain services or products the Customer provides via the Customer websites or recreation management system supported by CivicPlus. As such, through the Services, CivicPlus facilitates an automated process for redirecting credit card payments to the Customer's chosen payment gateways / merchant account processors ("Gateway"). For card payments, CivicPlus will redirect any payments processing to the Customer's Gateway, and the Gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process, or store cardholder data and does not present the payment form. CivicPlus implements and maintains Payment Card Industry (PCI) compliant controls for the system components and applications that provide the redirection services only.
8. The Customer will enter into a merchant account agreement with a Gateway provider that is within CivicPlus's network of integrated Gateways. ("Integrated Partner"). Such agreement's terms and conditions will solely enure to the benefit and obligation of the Customer; CivicPlus shall not be a party to such agreement. CivicPlus will facilitate contact between the Customer and the selected Integrated Partner for contracting purposes and shall integrate the Integrated Partner's Gateway system into the



Customer's Services. The Customer agrees to assume responsibility for ensuring execution of a Gateway contract with the Customer's select Gateway provider, to comply with all terms and conditions of such contract, and pay all fees required to maintain the services. The Customer acknowledges that the fees set forth in the applicable SOW do not include any transaction, processing, or other fees imposed by the Customer's Gateway.

9. The Customer is solely responsible for their relationship with their selected Gateway. In no event will CivicPlus:
  1. take part in negotiations,
  2. pay any fees incumbent on the Customer or merchant account, or
  3. acquire any liability for the performance of services of any chosen Gateway, including those Integrated Partners.
10. The Customer acknowledges switching to a different Gateway after signing this SOW may incur additional fees and require a written and signed modification to this SOW. The Customer shall continue to be responsible for negotiating and executing any Gateway agreement as described herein for any additional Gateway changes. The Customer understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any Gateway provider selected by the Customer, whether such provider is an Integrated Partner or not.

## **Chatbot**

11. The Customer understands that the Chatbot Services are not intended to collect, and CivicPlus discourages the Customer from soliciting and collecting, any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any PII, PHI, PCI, or other financial data, it is at the Customer's sole discretion and risk. The Customer as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.
12. The Customer understands that the Services must crawl over the Customer's entire site and scrape information for successful performance. The Customer shall be solely responsible for obtaining permission from any third party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to the Customer or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in the applicable SOW is for one domain, limited



to ten crawled websites, if the Customer requires more domains or crawled websites, the Customer should reach to the Customer's designated CivicPlus representative.

13. CivicPlus and/or its partners 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 the Customer data and data derived therefrom), and CivicPlus and/or its partners will be free (during and after the term hereof) to:
  1. 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, and
  2. disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
14. CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service.

## **Recurring Redesign**

15. Starting after continuous service for the period of months explicitly stated in the Recurring Redesign line item on the applicable SOW (the "Redesign Term"), the Customer shall be entitled to receive a website redesign at no additional cost. The Customer may initiate the website redesign any time after completion of a Redesign Term. Upon the initiation of an eligible redesign project, the Customer may begin accumulating eligibility towards a subsequent redesign after continuous service of a subsequent Redesign Term. Redesigns that include additional features not purchased on the original website SOW may be subject to additional charges.
16. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers encompassed in the Customer's website at the time of recurring redesign was purchased or included in the applicable SOW in which the redesign was purchased. Any subsequently purchased website, subsite, and department header may be included in the Customer's redesign at an additional fee.

## **Encrypted Forms**

17. The Customer acknowledges and understands use of the Encrypted Forms Services is contingent on a current, valid subscription of CivicPlus' Platinum Hosting & Security upgrade for the CivicPlus Municipal Websites (CivicEngage), and that any termination or



suspension of such Platinum Hosting & Security upgrade shall likewise immediately terminate or suspend the use of the Encrypted Forms.

18. The Customer is responsible for the updating and accuracy of their public-facing privacy policy.
19. The Customer acknowledges that any forms to be used in the Services must be created in the Encrypted Forms module, and such forms cannot be unencrypted or exported to unencrypted modules.
20. CivicPlus strongly recommends the Customer completes a Privacy Impact Statement (PIA), which shall detail the Customer's privacy practices and policies surrounding the use of, and any data stored within or collected by the Services. The Customer further warrants appropriate employees will be adequately trained on the use and deployment of the Services.
21. The Customer and CivicPlus each jointly acknowledge that for the duration of the applicable SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the appropriate security controls, including safe custody, transport, and storage of data. The Customer shall serve as the "Data Owner", and is solely responsible for the operational and privacy specific controls, including data collection, content, context, and use. Notwithstanding the foregoing, the Customer acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by the Customer. The Customer has sole responsibility for maintaining the security of such log-in credentials, and assigning and defining roles and permission to each individual end-users.
22. The Customer acknowledges that due to the nature of the encryption employed in the Services, CivicPlus staff are unable to access any data submitted or stored within the Services.
23. The Customer understands and agrees that the Services are not intended to collect or store any credit card information, or related identifiable or financial information and that the Customer shall not collect or store any such information in the Encrypted Forms. For the sake of clarity, the Encrypted Forms are not Payment Card Industry Data Security Standards (PCI DSS) or Health Insurance Portability and Accountability Act (HIPAA) compliant, and the Customer shall not use it for PCI DSS or HIPAA purposes.

# Mass Notification System (CivicReady) Terms

## Appropriate and Acceptable Use of Service

1. The Mass Notification System (CivicReady) Services provides the ability for the Customer to generate high-speed notifications to listed databases through an internet-hosted software application. The Customer's database(s) shall be limited to containing contact data located within the geographic boundaries of the Customer's legal locality. The Customer may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.
2. The Customer agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. The Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by those who access the Service, or otherwise delivered by the Service on behalf of the Customer.
3. The Customer shall be solely responsible for compliance with, and any violations of, all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State, and Local telemarketing laws and requirements.
4. Customer's Annual Recurring Services Fees agreed upon herein are based on current carrier transactional costs for SMS and voice usage ("Transactional Costs") as well average CivicPlus historical customer usage patterns ("Assumed Usage"). CivicPlus reserves the right to audit Customer's actual usage ("Actual Usage") to determine whether Customer's Actual Usage exceeds the Assumed Usage. In the event Customer's Actual Usage exceeds the Assumed Usage or the Transaction Costs increase, CivicPlus will notify the client of such usage or cost increase and give the Customer 90 days to reduce usage or CivicPlus will increase the Annual Fees resulting from such increase in transactional costs or actual usage. The increase in the Annual Recurring Services Fees shall be implemented on the first of the month following the expiration of the 90-day cure period.
5. **Emergencies:** Unlimited Voice packages shall apply to Emergency Messages only. For the purposes of the Services, "Emergency Messages" shall be defined as an imminent threat to life or property, including NOAA Warnings. NOAA Watches and Test messages shall not be considered Emergency Messages, but may be added upon written request by Client to CivicPlus, for an additional fee. In case of dispute, CivicPlus shall have the sole discretion as to whether any communication shall constitute an Emergency Message.
6. **IPAWS:** The Customer shall be responsible for obtaining and maintaining Alerting Authority, as defined at <https://www.fema.gov/emergency-managers/practitioners/integrated-public-alert-warning-system/public-safety-officials/alerting-authorities>, with the Federal Emergency Management Agency in order to utilize the IPAWS software provided by CivicPlus.



## 7. Usage Limits:

Message Plans	Usage
Communicator Unlimited SMS	Unlimited
Communicator Unlimited Emergency Voice	Unlimited
Communicator Flex	annual calendar year usage will be tracked against Customer's purchased plan
Non-Emergency Voice Minutes	annual calendar year usage will be tracked against Customer's purchased plan

Any overages will be billed in 10,000 Message Unit increments at the then current CivicPlus rates.

Type of Message	Message Unit (Segment)
Voice	Up to sixty (:60) seconds of voice call per segment. Calculated in whole segments.
SMS	Text segments of up to 160 characters per segment. Calculated in whole segments.

## Account Information and Privacy

- CivicPlus does not own any Customer Data and 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 cause, 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.

## Disclaimer of Warranties and Limitation of Liability

9. The Customer is responsible for implementing sufficient procedures and checkpoints to satisfy the Customer's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CivicPlus will not be liable for any loss or damage caused by a distributed Denial-of-Service Attack, viruses, or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data, or other proprietary material due to the Customer's use of the Services or to the Customer's downloading of any material posted on it or any website linked to it.
10. The Customer's use of these Services is at the Customer's own risk. The Services are provided on an "As Is" and "As Available" basis, without any warranties of any kind, either express or implied. Neither CivicPlus nor any person associated with CivicPlus makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services without limiting the foregoing, neither CivicPlus nor anyone associated with CivicPlus represents or warrants that the Services will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services will otherwise meet the Customer's needs or expectations.
11. To the fullest extent permitted by Law, in no event shall CivicPlus, its officers, directors, employees, agents, vendors, or suppliers be liable:
  1. for any indirect, special, incidental, consequential, exemplary, or punitive damages related to or arising from the Customer's use, misuse, or inability to use the Services, including but not limited to, damages for lost data, lost profits, or cost of procurement of substitute goods or services, personal injury, or property damage of any nature resulting from the Customer's use of the Services, unauthorized access to our servers, server unavailability and any personal information stored therein, any delays or interruptions due to electronic or mechanical equipment failures, Denial of Service attacks, data data processing failures, telecommunications or internet problems or utility failures, however cause under any theory of liability, including but not limited, to contract, tort, strict liability or negligence and whether or not CivicPlus was or should have been aware or advised of the possibility of such damage or even if a remedy fails of its essential purpose; or
  2. for any claim attributable to errors, omissions or other inaccuracies in the Services or destructive properties of the Service. In no event shall CivicPlus's aggregate liability under these terms of use exceed the total sum of monies paid from the Customer to CivicPlus as consideration for use of the services during the twelve (12) months immediately preceding the event giving rise to such liability.



## **Internet Delays**

12. CivicPlus' Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CivicPlus is not responsible for any delays, delivery failures, or other damage resulting from such problems.



## 311 CRM (SeeClickFix) Terms

The Customer agrees to use the SeeClickFix 311 CRM 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



## CivicPlus' Proprietary API Acceptable Use Policy

This API Acceptable Use Policy (this **Policy**) governs the use of CivicPlus's proprietary Application Programming Interface(s) (collectively and individually referred to as the **CivicPlus API**). By accessing or using the CivicPlus API, you (referred to herein as **User** or **Customer**) agree to comply with this Policy. Violations may result in suspension or termination of CivicPlus API access.

In relation to its Services, CivicPlus may make certain CivicPlus APIs available for use. So long as the Customer is in compliance with this Policy, and the terms and conditions of the applicable agreement for Services with CivicPlus, CivicPlus grants to the Customer a non-exclusive, non-transferable, limited license to access and use the CivicPlus API solely for internal development, deployment, and integration of applications that interface with the CivicPlus Services. This license is only for the Customer's internal business use and not for resale or redistribution to any third party. CivicPlus is not liable for any third-party services, tools, or applications you choose to connect to our APIs, nor for any resulting impacts or outcomes from such integrations.

### The Customers May Not

- Use the CivicPlus API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the CivicPlus API documentation or other applicable CivicPlus policies, terms, and conditions.
- Deploy automated scraping, excessive CivicPlus API calls, or abuse of CivicPlus API resources.
- Use the API in a manner that disrupts, damages, or impairs CivicPlus's systems or services.
- Attempt to bypass any security mechanisms, authentication measures, or rate-limiting mechanisms CivicPlus employs or attempt to access any parts of the CivicPlus API that Customer is not authorized to access, or attempt to reverse engineer, decompile, or extract source code from the API or any related systems.
- Misuse or manipulate API data for unauthorized or fraudulent purposes
- Use the API to develop or deploy competing services that replicate CivicPlus's core functionality.
- Use the CivicPlus API for any illegal, fraudulent, or unauthorized purposes, or engage in any activity that could damage, disable, overburden, or impair any of



CivicPlus's services or interfere in any way with the operation of others' use of the CivicPlus API.

- Perform vulnerability assessments or pen tests against the CivicPlus API without prior approval and planning with the CivicPlus Security and Site Reliability teams.
- Engage in activities that violate intellectual property rights, privacy laws, or applicable regulations.
- Share CivicPlus API credentials with unauthorized parties or allow unapproved third parties to access the CivicPlus API.
- Use the CivicPlus API for any purpose that is harmful, deceptive, misleading, or unlawful.

### **The Customer Is Responsible For**

- **Security of API Credentials:** When using a CivicPlus API, the Customer is responsible for confidentially storing and managing access to API Keys, credentials, or tokens. Customers cannot share API credentials with any unauthorized third party. The Customer is fully responsible for all activities that occur against the CivicPlus API with the Customer key.
- **Compliance with Laws:** Data extracted out of the CivicPlus system may contain Personally Identifiable Information and require data privacy, data security, and consumer protection considerations. The Customer is responsible for ensuring that any system accessing data via a CivicPlus API will be maintained in compliance with applicable regulations (For example, Certified Public Accountant, CCPA, Virginia Consumer Data Protection Act).

### **CivicPlus Reserves the Right To**

- Monitor Customer use of the CivicPlus API to ensure compliance with this Policy. CivicPlus may suspend or terminate Customer access to the CivicPlus API, without notice, if CivicPlus believes, in our sole discretion, that the Customer is in violation of this Policy.
- Additionally, CivicPlus may suspend, terminate, throttle, or rate limit the Customer's access to the CivicPlus API, in the event of Customer's excessive usage, as determined by CivicPlus in our sole discretion or violation of any term of this Policy.
- Support provided by CivicPlus will be limited to the CivicPlus API as documented and available on the CivicPlus official documentation sites. CivicPlus does not provide support or consultation regarding the development of any application or



service utilizing the CivicPlus API. The customer and its authorized users are responsible for their own application development and maintenance.

- We provide the CivicPlus API on an **as-is** and **as-available** basis without any warranties of any kind, whether express or implied. Customer use of the API is at its own risk.
- Modify this Policy at any time. Users continued use of the CivicPlus API after modifications constitute acceptance of the updated Policy.

# 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*





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.

### **API Usage**

Customers usage of any APIs from the SeeClickFix 311 CRM application must adhere to the [CivicPlus API Acceptable Use Policy](#).

# 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 information. 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.

## 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.

# 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.

Including, without limitation, as a part of our Social Media Archiving Service, we may use YouTube API Services provided by Google . This involves data collection, including but not limited to channel information, video titles, descriptions, and user comments. Your use of the Social Media Archiving Service is subject to YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and privacy policy. For details on how YouTube handles data, refer to YouTube's Privacy Policy at <http://www.google.com/policies/privacy>. If you have questions or concerns about your data as it relates to YouTube API Services, please contact us at [privacy@civicplus.com](mailto:privacy@civicplus.com).

## 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.

## 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.

## **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.

## **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.

## 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.

## 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.

## 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.

## 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.

## 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.

### 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

## 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