

CONTRACT FOR SOFTWARE LICENSE, HOSTING, AND MAINTENANCE AGREEMENT

This Contract for Software License, Hosting, and Maintenance Agreement ("**Agreement**") is made and entered into between you ("**Licensee**") and PCC Technology, Inc. dba Civix, located at 3300 West Esplanade Ave. Suite 400, Metairie, LA 70002 ("**Licensor**" or "**Civix**") (Licensee and Civix each a "**Party**" and collectively the "**Parties**").

WHEREAS, Licensee desires Civix to provide those software modules identified on **Attachment A (Software)** as licensed to Licensee ("**Software**") and associated hosting, maintenance and other professional services in connection with the use of the Software;

In consideration of the mutual promises and agreements of the Parties herein, the Parties agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant.** Subject to the terms and conditions of this Agreement, Civix hereby grants to Licensee a nonexclusive, worldwide, non-sublicensable, and nontransferable license ("**License**") to use the Software, its derivatives, and documentation of the Software provided or made available to Licensee pursuant to this Agreement ("**Licensed Material**") solely for Licensee's internal purposes only. Civix's software and documentation is licensed for internal purposes, not sold, for the term of this Agreement. Civix is the sole and exclusive owner of all right, title, and interest in the software and documentation, including all Intellectual Property Rights, and derivatives thereof. The License includes a copy of the Licensed Material by Licensee for archival purposes. The Licensed Material may be used by Licensee on any or all its computers simultaneously.

1.2 **License Term.** The License will be limited to the term of this Agreement.

1.3 **Authorized Users.** The License is extended to Licensee's employees, agents, subcontractors, contractors, outsourcing vendors, consultants and others who have a need to use and copy the Licensed Material ("**Authorized Users**") in accordance with the terms of this Agreement. Licensee will be responsible for the Authorized Users, and any acts or omissions of any Authorized User which if done by Licensee would constitute a breach of this Agreement by Licensee, will be deemed a breach of this Agreement by Licensee.

1.4 **Ownership.** Licensee acknowledges, agrees, and understands that Civix is the sole and exclusive owner of the Licensed Material and any improvements thereto.

1.5 **Prohibited Uses.** Licensee shall not do, shall not permit any third party to do, and shall use commercially reasonable efforts to prohibit any Authorized Users or other third parties from doing any of the following: (a) using any Licensed Material in a manner that

violates this Agreement or any applicable laws and regulations, or to send unsolicited bulk email or "spam", (b) reverse engineering, translating, decompiling or disassembling the object code of the Licensed Material, or (c) copying (other than for archival purposes as described in **Section 1.1 (Grant)**), modifying, creating derivative works of, sublicensing, selling, leasing, loaning, renting, distributing, conveying, pledging as security, or otherwise encumbering the Licensed Material.

1.6 **No Implied Licenses.** No different, other or further right or license, other than what is granted in this **ARTICLE 1 (LICENSE)**, is intended or granted by this Agreement, whether by express or implied means or by estoppel, and this Agreement does not assign any right, title or interest in any of the Licensed Materials. All rights and interests not expressly granted under this Article 1 are reserved to Civix.

ARTICLE 2 – WARRANTY

2.1 **Limited Warranty.** Civix warrants that the Services will conform in all material respects to the service levels set forth in **Attachment C (Maintenance)** when accessed and used in accordance with the Documentation. Civix does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Attachment C (Maintenance)**. The remedies set forth in **Attachment C (Maintenance)** are Licensee's sole remedies and Civix's sole liability under the limited warranty.

2.2 **Disclaimer of Warranty.** CIVIX SOFTWARE IS PROVIDED "AS IS" AND CIVIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CIVIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CIVIX MAKES NO WARRANTY OF ANY KIND THAT CIVIX'S INTELLECTUAL PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

2.2.1 The Licensed Materials are provided to Licensee with the understanding that Licensor makes no warranties other than what is set forth in this Agreement, regardless whether express or implied, concerning the accuracy, completeness, reliability, or suitability of the Licensed Materials to Licensee.

2.3 **Maintenance Services.** Throughout the term of the Agreement, Civix shall provide maintenance services as set forth in **Attachment C (Maintenance)** ("**Maintenance**"). In general, the maintenance services consist of (a) prompt customer support on-site or by telephone, fax or email; and (b) Software updates, new releases, and enhancements reflecting on-going development at Civix and as made generally available to Civix's customers of the Software.

2.4 **Licensee Cooperation.** Licensee acknowledges that Civix's ability to provide Maintenance is dependent on the cooperation of Licensee and the quantity of information that Licensee can provide. Licensee will use commercially reasonable efforts to reproduce all reported problems and gather troubleshooting information as requested by Civix. If Licensee cannot reproduce such problems or gather requested information, Licensee will provide Civix temporary login access on Licensee's system to identify and address reported problems. Civix will have no responsibility for failure to provide Maintenance as a result of Licensee's failure to cooperate with Civix.

ARTICLE 3 – COMPENSATION

3.1 Licensee Fee.

3.1.1 **Annually.** Licensee will make the payments for the Software identified on **Attachment A (Software)** as "Annual" on the Effective Date and each anniversary thereafter.

3.2 Maintenance Fees.

3.2.1 **Annually.** Licensee will make the payments for the Maintenance as "Annual" on the Effective Date and each anniversary thereafter.

3.3 **Payment Terms.** Civix will invoice Licensee for fees as they become payable pursuant to this **ARTICLE 3 (COMPENSATION)** on the schedules shown above. All payments by Licensee to Civix shall be made within 30 days of Licensee's receipt of Civix's invoice. Civix assumes all responsibility for payment of taxes from the funds received under this Agreement. Licensee shall pay Civix the fees as set forth in the attachments without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the invoice. If Licensee fails to make any payment when due, without limiting Civix's other rights and remedies: (i) Civix may charge interest on the past due amount at the rate of 1.5% monthly, or if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Civix for all reasonable costs incurred by Civix in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Civix may suspend

Licensees' and its Authorized Users' access to any portion or all of the services until such amounts are paid in full.

ARTICLE 4 – INDEMNIFICATION AND LIABILITY

4.1 **General Indemnification.** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all third party claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a a) breach of performance and/or confidentiality of this Contract, (b) gross negligence, or (c) willful misconduct. Furthermore, the Indemnified Party will cooperate, assist, and consult with the Indemnifying Party in the defense or investigation of any such claim, demand, action, or suit. Neither Party shall enter any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing or that adversely affects the respective Party's rights or interests, without the other Party's prior written consent. Licensor's maximum indemnification aggregate liability shall in no event exceed \$1,000,000.

4.2 **Intellectual Property Indemnification.** Civix warrants that it is authorized to grant Licensee the right to use the Licensed Material as defined in this Agreement. Licensee shall advise Civix promptly in writing of any third party notice or claim of infringement or of the commencement of any suit or action for infringement of a third party's intellectual property, and which claim or suit or action is based upon the use of the Licensed Material in accordance with the terms of this Agreement. If the use by the Licensed Material is in accordance with this Agreement, Civix will, upon receipt of notice hereinabove required, undertake at its own expense the defense of any such suit or action for infringement based upon such use by Licensee. Civix shall have charge and direction of the defense of such suit or action, and Licensee agrees that it will render Civix all reasonable assistance that may be required by Civix in the defense of such suit or action. Licensee shall have the right to be represented therein by an advisory council of its own selection at its own expense. Civix will seek to resolve the claim in consultation with Licensee, either by means of alternative arrangements for the services and Licensed Material, or by obtaining permission to use the intellectual property in question. If Civix fails to obtain permission for the continued use the intellectual property in question or fails to provide a suitable replacement with equal or greater functionality, Civix may terminate this Agreement and refund any fees paid by Licensee related to such intellectual property for future use. Neither Civix nor Licensee shall settle or compromise any such claim or suit or action without consent of the other if the settlement or compromise obliges the other to make any payment or part with any property, or to assume any obligation or grant any licenses or other rights, or be subject to any injunction by reason of such settlement or compromise. Civix will have no obligation to indemnify Licensee for any claims

of infringement which are (a) as the result of Licensee's use of the Licensed Material in violation of this Agreement, (b) as the result of Licensee's or a third party's modification of the Licensed Material, (c) as the result of Licensee's combination of the Licensed Material with any other hardware or software not authorized by Civix for use with the Licensed Material in writing or disclosed in the documentation as for use with the Licensed Material.

4.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR BUSINESS, EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR DAMAGES RESULTING FROM LOST DATA OR INABILITY TO USE DATA) ARISING FROM THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE AFFECTED PARTY HAS BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

4.3.1 Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of duration of an implied warranty, so the limitation or exclusion herein may not apply to Licensee. This warranty shall not be applicable to the extent that any provision of this warranty is prohibited by any federal, state, or local law, which cannot be preempted. This warranty gives Licensee specific legal rights, and Licensee may also have other rights, which may vary from state to state.

4.4 Limit of Liability. Notwithstanding anything set forth in this Agreement, Civix's maximum liability in the aggregate for any claim arising under or otherwise related to this Agreement shall in no event exceed the amount of monies received by Civix under this Agreement in the 12 months prior to such claim.

ARTICLE 5 – CONFIDENTIALITY

5.1 Confidentiality Generally. Licensee acknowledges, agrees, and understands that the Licensed Material contains certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under intellectual property law, including trade secret laws, Licensee agrees not to disclose the Licensed Material to anyone unless allowed by Civix or required to do so by law. Licensee's confidentiality obligation does not extend to (a) information that is known to Licensee prior to obtaining the same from Civix; (b) information that is, at the time of disclosure by Civix, then in the public domain; or (c) information that is obtained by Licensee from a third party who did not receive same directly or indirectly from Civix and who has no obligation of secrecy

with respect thereto. To the extent any Authorized Users have access to Licensed Material for the benefit of Licensee, such Authorized Users will be obligated to agree to protect the confidentiality of the Licensed Material to the same extent this Agreement obligates Licensee to protect the confidentiality of the Licensed Material and Licensee will ensure that such Authorized Users are bound by confidentiality obligations consistent with those of this **Section 5.1 (Confidentiality Generally)**. Licensee agrees to be liable for any breaches of such Authorized Users of the confidentiality of the Licensed Material.

ARTICLE 6 – TERM AND TERMINATION

6.1 **Term.** The Agreement is effective as of the Effective Date and continue for a period of 1 year (the “**Initial Term**”) from the Effective Date. Thereafter, this Agreement will automatically renew for successive 1 year periods (each a “**Renewal Term**”), unless either Party gives the other Party written notice of its intention not to renew this Agreement not less than sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

6.2 **Termination/Suspension for Default.** In the event that either Party believes that the other has breached any provision and/or obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the Agreement, such Party shall so notify the breaching Party in writing, via certified mail and electronic mail, that clearly states “Alleged Breach of Agreement, Notice to Cure.” In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving 30 days' prior written notice to the breaching Party; provided, however, that this Agreement shall not terminate if the breaching Party has cured the breach prior to the expiration of such 30-day period and the Agreement continues to remain in effect. However, if the breaching Party believes that it has performed its best efforts and has cured the breach, and the issuing Party is unreasonable in granting acceptance of the cure, then such dispute shall be resolved in accordance with this Agreement under the dispute resolution provisions of this Agreement. In lieu of termination, the non-breaching Party may suspend performance under this Agreement by such written notice until the breaching Party has cured the breach.

6.3 **Termination for Insolvency.** If (a) insolvency, receivership or bankruptcy proceedings are instituted by or against a Party and are not terminated within 30 days, (b) a Party makes an assignment for the benefit of creditors or (c) a Party admits an inability to pay its debts as they come due, then in any such event the other Party may in its sole discretion terminate this Agreement without notice.

6.4 **License Post-Expiration or Termination.** The License, along with **Section 1.1 (Grant)** through **Section 5 (Prohibited Uses)** will be terminated with any expiration or termination of this Agreement.

6.5 **Disposition of Licensed Material on Termination.** Upon any expiration or termination of this Agreement, Licensee shall immediately: (a) return the Licensed Materials to Civix; (b) purge all copies of the Software or any portion thereof from all computers and from any computer storage medium or device on which Licensee has placed or permitted others to place the Software; and (c) give Civix written certification that through its best efforts and to the best of its knowledge, Licensee has complied with all of its obligations under this paragraph.

6.6 **Survival.** Except as set forth to the contrary herein, the Parties understand and agree that all terms and conditions of this Agreement, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein), including but not limited to, **Section 1.4 (Ownership)**, **Section 1.6 (No Implied Licenses)**, **Section 2.1 (Disclaimer of Warranty)**, **ARTICLE 3 (Compensation)** (to the extent any payments are due but not yet paid as of expiration or termination), **ARTICLE 4 (Indemnification and Liability)**, **ARTICLE 5 (Confidentiality)**, **Section 6.4 (License Post-Expiration or Termination)**, **Section 6.5 (Disposition of Licensed Material on Termination)**, this **Section 6.6 (Survival)**, and **ARTICLE 7 (Miscellaneous)**.

ARTICLE 7 – MISCELLANEOUS

7.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any choice of law provisions that may direct the application of any laws of any other jurisdiction. Subject to Section 8.2 (Mediation), the exclusive venue for any dispute or controversy between the Parties will be the state and federal courts located in Wilmington, Delaware, United States. The Parties hereby irrevocably consent to jurisdiction and venue in such courts for this purpose, and the Parties waive objection to the jurisdiction and venue being in such courts. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to waive the right to a jury trial.

7.2 **Mediation.** If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action (either court action or arbitration). Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at

the mediation. Any such mediation will be located in Wilmington, Delaware, United States. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the parties. If the parties are unable to agree to a mediator within ten (10) days after the receipt of a demand for mediation by either party, the mediator will be chosen by AAA. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

7.3 **Assignment.** Licensee shall not assign this Agreement without the prior written consent of Civix. This provision shall not be construed to prohibit a Party from assigning to any banking, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished to the other Party.

7.4 **Affiliate Personnel.** From time to time Licensor may assign a limited number of employees from its affiliates or individuals (whether retained directly or through a staffing service) to support the Software. Licensee acknowledges that the assignment of such employees and individuals is permitted.

7.5 **Third Party Experts.** Licensor continuously develops products for the use of Licensor's customers generally. In the course of this development, including improvements to the Software, Licensor may find it necessary or useful to engage third parties to provide expertise. Licensee acknowledges that such development is permitted.

7.6 **Force Majeure.** Neither Licensee nor Civix shall be considered in default in the performance of the obligations hereunder, except with respect to payment of monies hereunder, if such performance is prevented or delayed because of unavailability of labor, war, hostilities, revolution, civil commotion, acts of terrorism, strike, epidemic, accident, fire, wind, flood; or because of any act of God; or for any cause, whether similar or dissimilar, now or hereafter existing, beyond the reasonable control of the Party affected. The Party suffering a delay in its performance caused by an above described occurrence shall give notice thereof to the other Party as soon as reasonably possible thereafter, and shall use reasonable efforts to overcome such delay. In the event of such an occurrence, the Parties shall consult to determine how to overcome the effect on the Project and shall mutually agree to any equitable adjustment to the compensation due Civix hereunder.

7.7 **Export.** Licensee agrees to abide by any restrictions or conditions respecting the export, re-export, or other transfer of the Licensed Material disclosed and/or licensed to

Licensee in accordance with this Agreement that are in effect now or are hereafter imposed by the United States Government, and will not export, re-export, or otherwise transfer the Licensed Material, except in full compliance with all relevant U.S. laws and regulations.

7.8 Personal Information Protection. Each Party will comply, and will ensure that its personnel and subcontractors, if any, comply with all applicable laws regarding the protection of personal information and privacy.

7.9 Specific Performance. The Parties agree that irreparable damage would occur if the obligations of **Section 1.4 (Ownership)**, **Section 1.5 (Prohibited Uses)**, or **Section 5.1 (Confidentiality Generally)** were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that Civix will be entitled to an injunction or injunctions to prevent breaches of those Sections and to enforce specifically the performance of the terms and provisions of those Sections without proof of actual damages, this being in addition to any other remedy to which Civix is entitled at law or in equity. Licensee further agrees that Civix will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this **Section 7.9 (Specific Performance)**, and Licensee irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

7.10 Miscellaneous. This Agreement is the entire agreement of the Parties on the subject matter hereof. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Licensee and Civix with respect to the subject matter hereof. In addition, this Agreement may not be modified or amended unless agreed by the Parties, reduced to writing, and signed by both the Licensee and Civix. Further, if any part of this Agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. This Agreement is the result of negotiations between the Parties, and accordingly shall not be construed more strongly for or against either Party, regardless of which Party was more responsible for the preparation of the Agreement. Headings in this Agreement are for convenience only and shall not affect the interpretation thereof.

The following attachments constitute a part of this Agreement and are incorporated herein by this reference.

Attachment A – Software

Attachment B – Hosting

Attachment C - Maintenance

**CONTRACT FOR SOFTWARE LICENSE
AND MAINTENANCE - ATTACHMENT A
SOFTWARE**

Civix Ethics Platform – Campaign Finance Module

**CONTRACT FOR SOFTWARE LICENSE,
HOSTING, AND MAINTENANCE**

ATTACHMENT B - HOSTING

Civix agrees to provide Licensee with access to the Software through a hosted computing environment. Hosting of the Software is provided through the Amazon AWS Cloud, an Amazon region designed to allow US government agencies at the federal, state, and local level, along with contractors, educational institutions and other US customers to run sensitive workloads in the cloud by addressing their specific regulatory and compliance requirements.

Term

Hosting will continue during the term of the Agreement.

Security and Compliance

Physical Location and Security

Civix specifies that the AWS Cloud Regions be located exclusively in the United States. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.

Network Security

Network devices, including firewall and other boundary devices, are in place to monitor and control communications at the external boundary of the network and at key internal

boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services. ACLs, or traffic flow policies, are established on each managed interface, which manage and enforce the flow of traffic. ACL policies are approved by Amazon Information Security. These policies are automatically pushed using AWS's ACL- Manage tool, to help ensure these managed interfaces enforce the most up-to-date ACLs.

Further information about the security of the AWS Cloud is available at <https://aws.amazon.com/govcloud-us/security/>

Compliance

The AWS Cloud (US) region allows customers to adhere to U.S. International Traffic in Arms Regulations (ITAR) regulations, the Federal Risk and Authorization Management Program (FedRAMP) requirements and Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) Levels 2 and 4, in addition to HIPAA, SOC 1/SOC 2/SOC 3, PCI DSS, HIPAA, FIPS 140-2 compliance.

Further information about compliance of the AWS Cloud is available at <https://aws.amazon.com/govcloud-us/security/>

CONTRACT FOR SOFTWARE LICENSE, HOSTING, AND MAINTENANCE ATTACHMENT C - MAINTENANCE

This document describes services included as maintenance and support for Licensee. Civix will provide project management and access to the Client Success Center/Client Success Representatives to answer designated Licensee Staff questions, log trouble tickets, escalate bugs to Civix's Tier 3 support team for application defect resolution, and estimate change requests for enhancements.

Civix's Project Manager will:

- Review and prioritize the issue log weekly to ensure progress.
- Evaluate & coordinate enhancement requests based on Licensee priority and funding.
- Conduct monthly status meetings to discuss support service applicability, responsiveness, effectiveness, and quality.

The Client Success Center will:

- Answer Licensee-designated Staff questions regarding issues with operation or performance of the application.
- Log trouble tickets.
- Provide follow up communications as appropriate
- Escalate to Tier 2 or 3 Support for problem triage.

Civix's Tier 2 Support team will:

- Analyze problem reports.
- Determine the nature of problem – data, software, operation.
- Recommend work-arounds when feasible.
- Provide assistance in resolving data issues.
- Escalate to Tier 3 Support for software and database analysis.

Civix's Tier 3 Support (Application Maintenance) team will:

- Research escalated problems; perform root cause analysis and plan corrections.
- Recommend implementation plans for corrections (i.e., 'hot fix' patches, interim builds, or future releases).
- Develop temporary workarounds as required.
- Correct software defects.
- Perform application and database performance tuning.

Client Success Center Access & Defect Reporting

| Item | Description |
|------------------------------------|---|
| Eligible Users | Designated Licensee staff |
| Support Levels | Tiers 2 and 3 |
| Client Success Center Hours | 8:00 AM – 5:00 PM EST, Monday – Friday Except US Federal and State of Alabama holidays |
| Telephone Number | To be established upon contract execution. Available 24/7; includes voice mail box after Help Desk support hours stated above |
| Client Success Portal/Email | To be established upon contract execution. Available 24/7; monitored during business hours stated above |
| Managed Hosting | N/A |
| License Support Portal | To be established upon contract execution. |
| Client Success Response | The Client Success Center will respond to users as detailed in the support tier table below. Requests received during non-business hours will be addressed the next business day. |

Client Success Priorities and Escalation Protocol

When an Authorized User contacts the Client Success, a ticket will be opened in the user's name. Client Success uses an internal ticket tracking system. If the user has an email address on file with Client Success, the user will receive an email that verifies a ticket has been opened and provides the ticket reference number.

If an Authorized User sends an email to support@gocivix.com, creates a service request on a Civix provided portal, or leaves a voice mail message, a ticket will still be opened for the user's problem or question as quickly as possible. Support and enhancement requests may also be initiated by this same process. Tickets are categorized according to the severity of the problem. As help requests are received, a ticket is created and assigned a priority based on the severity of the problem. The table below outlines the three priorities, their definitions, the response times to be expected, the update frequency, and the expected resolution time.

| Severity Level | Issue | Description | Response | Status | Resolution |
|-----------------------|--------------|---|-----------------|---------------|----------------------------|
| 1 | Urgent | <ul style="list-style-type: none"> No system feature is currently functioning; application is completely unavailable or severely impaired. Multiple people are or the entire office is unable to function. No suitable workaround is available. | 1 business hour | Every 2 hours | ASAP |
| 2 | High | <ul style="list-style-type: none"> System is not functioning properly or a core component of the system is no longer functional. Work is able to continue in an acceptable capacity with a sufficient workaround. | 1 business day | Daily | As Scheduled with Licensee |
| 3 | Medium-Low | <ul style="list-style-type: none"> System is functioning according to design specifications. Incident can be regarded as a cosmetic issue or non-business essential, possible enhancement or future feature suggestion. End user may have a question about the functionality of the application. Incorrect spelling or wording on the system. | 2 business days | Monthly | As Scheduled with Licensee |

If the reported problem cannot be solved by Client Success, the ticket will be escalated to the Tier 2 support team. Tier 2 teams include subject matter experts. When necessary, tickets will be escalated to the Tier 3 support team. Tier 3 is staffed by software and database staff with expertise with the Software and the appropriate development technology.

All problems escalated to Tiers 2 or 3 and all enhancement requests will also be posted in the internal ticket tracking system. Status updates will be provided to the Authorized User as the status of the ticket changes.