



CivicPlus

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

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
 Q-121406-1
 3/30/2026 1:18 PM
 5/29/2026

Client:
 Lassen County, CA

Bill To:
 LASSEN COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond		gabriel.bond@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features

Total Investment - Initial Term	USD 12,288.00
Annual Recurring Services (Subject to Uplift)	USD 10,788.00

Initial Term	12 Months Beginning at Signing
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 located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (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.

Acceptance of Quote # Q-121406-1

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:

Amy Vikander

Amy Vikander

Title:

Title:

Senior VP of Customer Success

Date:

Date:

04-09-2026

Organization Legal Name:

Billing Contact:

Approved as to Form

Title:

APR 02 2026

Adam Pless

Lassen County Counsel

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

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

Master Services Agreement

Updated on Aug 15, 2025 • Published on Jul 14, 2025

🕒 25 minute(s) read • 🎧 Listen

> Article summary

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 are referred to herein individually as "Party" and jointly as "Parties".

Important Note

Last updated in May 2024.

Recitals

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

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, the 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:
 - a. 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;
 - b. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;

- c. 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;
- d. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
- e. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or
- f. access any CivicPlus Property in order to:
 - i. build a competitive product or service,
 - ii. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
 - iii. 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 commercially 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:
 - a. promptly notifying CivicPlus of any claim in writing;
 - b. cooperating with CivicPlus in the defense of the claim; and
 - c. 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 the 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
 - e. 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](#) to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omnichannel support tickets, and access [solution-specific support contact methods](#).
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) 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 Sections 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 & 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:
 - a. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or
 - b. 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.

Additional Resources

- [CivicPlus Product Terms of Use](#)
- [CivicPlus Privacy Policy](#)

Solutions and Services Terms and Conditions

Updated on Mar 30, 2026 • Published on Aug 15, 2025

🕒 1 minute(s) read • 🎧 Listen

> Article summary

Please read these terms carefully.

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

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

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

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

- "SOW" means the applicable Statement of Work signed by the Customer for CivicPlus Services.

Solution and Service-Specific Resources

- [SeeClickFix 311 CRM Terms](#)
- [Accessibility Compliance and Web Governance \(Monsido\) Terms](#)
- [Agenda Meetings and Management Terms](#)
- [Asset Management Terms](#)
- [AudioEye | Managed for Municipal Websites Hosted by CivicPlus](#)
- [AudioEye | Managed for Recreation Management Solution](#)
- [AudioEye Off-Platform Solution](#)
- [CivicPlus Payments | Embedded and External Processor Terms](#)
- [CivicPlus' Proprietary API Acceptable Use Policy](#)
- [CivicPlus Video Terms](#)
- [Community Development Terms](#)
- [Municode Codification Terms of Use](#)
- [CommonLook - PDF Remediation Services](#)
- [Mass Notification System Terms](#)
- [Municipal Websites Terms](#)
- [Post-Contract Services \(PCS\) Terms](#)
- [Process Automation and Digital Services Terms](#)
- [NextRequest Terms](#)
- [Recreation Management Terms](#)
- [Self-Publishing Software Terms](#)
- [Social Media Archiving Terms](#)
- [Utility Billing](#)

Public Records Request Software (NextRequest) Terms

Updated on Aug 6, 2025 • Published on Jul 14, 2025

🕒 7 minute(s) read • 🎧 Listen

> Article summary

General Terms

NextRequest is an integrated web-based service, which assists customers in responding to records requests (the "Services"). The Service consists of a core web-based application and any optional modules which may be purchased by the Customer. The details of the Services subject to this Agreement are set forth in the SOW.

With respect to the Services, CivicPlus maintains the level of security outlined in the [NextRequest Security Policy \("Security Policy"\)](#).

Customer acknowledges that Customer has the legal right and authority to provide Customer Content to CivicPlus, and to make such Customer Content and Requester content publicly available through the Service.

An end user using the Services to make a public records request or to access or download publicly-available records ("Requester") and all content created by the Requestor is subject to the [CivicPlus Terms of Use](#).

Usage Data is information other than Customer Content or Requester content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from CivicPlus or its service providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with CivicPlus. Usage Data shall be considered the Confidential Information of CivicPlus. CivicPlus will employ commercially reasonable measures to

ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for CivicPlus to perform its obligations under this Agreement.

Notwithstanding anything else, Customer acknowledges and agrees that CivicPlus may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

Unless expressly provided in the Order Form, CivicPlus is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

CivicPlus shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with CivicPlus. Customer agrees that if Customer uses the Service to process Sensitive Information, as defined below, any such use is at Customer's own risk and CivicPlus will have no liability to Customer or any third party arising out of or relating to such use. Customer recognized that CivicPlus can be assessed fees, fines, and penalties ("Penalties") by the overseeing agency due to Customer's breach of this section. In the event Customer breaches its covenants in this section and NextRequest is assessed Penalties, Customer shall bear all responsibility for payment of such Penalties in an amount up to \$100,000 per violation, per year. Customer will not disclose to CivicPlus or the Service any information that Customer is prohibited by any law or regulation from disclosing. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.

Acceptable Use Policy

Customer shall not use the Service to:

1. send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic;
2. send, upload, distribute, or transmit or store Prohibited Content, as defined below;
3. distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
4. alter, disable, interfere with, disrupt, circumvent, or exploit vulnerabilities in any aspect of the Service or CivicPlus's or third parties' other services or systems;
5. monitor data or traffic on the Service without permission;
6. forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route;
7. infringe or misappropriate the Intellectual Property or privacy rights of any person;
8. otherwise violate, or promote the violation of, any law or the legal rights of any person;
9. impersonate another person;
10. for any high-risk use where the failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems, or weaponry systems;
11. otherwise access or use the Service beyond the scope of the authorized purpose of the Services.

If the Customer becomes aware of any actual or threatened activity prohibited under this section, the Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify CivicPlus. Customer is responsible for any act or omission of any Customer User. CivicPlus and its service providers may report any activity, including disclosing appropriate information if they suspect such activity violates any law or regulation.

"Prohibited Content" means content that:

1. violates any third party's rights, including privacy or Intellectual Property rights;
2. is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate-related, violent, harmful to minors;
3. advocates racial or ethnic intolerance;
4. is intended to advocate or advance computer hacking or cracking; gambling; other illegal activity; drug paraphernalia; phishing; malicious content; and other material,

products, or services that violate or encourage conduct that would violate any laws or third-party rights.

Deletion of Customer Content

The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("Deleted Content"), such Customer Content is removed from databases accessible to Customer, Requester, and/or the general public so that Customer no longer has access to Deleted Content.

However, copies and backups of Deleted Content may continue to be stored on CivicPlus or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will CivicPlus provide Customer with copies of Deleted Content. CivicPlus may provide Deleted Content to third parties as required by law or court order and will notify Customer to the extent allowed by applicable law.

Removal of Customer Content, Suspension of Service

1. CivicPlus reserves the right to remove or prohibit any Customer Content or Requester content that CivicPlus determines in its sole discretion violates applicable law, the Terms of Use, or the Acceptable Use Policy.
2. CivicPlus may suspend or terminate Customer's use of the Services if CivicPlus reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of CivicPlus, its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event that Customer's use of the Services is suspended or terminated pursuant to this section, Customer shall be entitled as its sole remedy (and CivicPlus sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.
3. Notwithstanding the foregoing and for the avoidance of doubt, CivicPlus shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester content.

4. If CivicPlus or a service provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, CivicPlus will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

Supplemental Articles

- [CivicPlus's Master Services Agreement](#)
- [CivicPlus Privacy Policy](#)
- [CivicPlus Product Terms](#)

CivicPlus' Terms of Use

Updated on Mar 25, 2026 • Published on Jul 14, 2025

🕒 34 minute(s) read • 🎧 Listen

> Article summary

Important Note

Last Revised: March 20, 2026

1. Acceptance of Terms

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

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

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

2. Description of Services

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

3. Permitted Use of the Products and Site

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

4. CivicPlus Privacy Policy

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

transfer of this information to the United States and/or other countries for storage, processing and use by CivicPlus.

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

5. Your Obligations

In consideration of your use of the Site and Solutions, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by any Solution registration or other forms (the "Registration Data") and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or CivicPlus has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CivicPlus has the right to suspend or terminate your account and refuse any and all current or future access and use of any or all the Solutions (or any portion thereof). CivicPlus is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Solutions must take responsibility to determine whether the content is appropriate for your child.

You understand that all information, data, text, photographs, graphics, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person or Authority from whom such Content originated. This means that you, and not CivicPlus, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via any Solution. With the exception of moderating for compliance of the terms herein, CivicPlus does not control the Content posted via the Solutions and, as such, does not guarantee the accuracy, integrity or quality

of such Content. You understand that by using any of the Solutions, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will CivicPlus be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via any of the Solutions.

Content included within the Solutions provided by CivicPlus belongs to the Authorities from which it originated. Certain Content or information provided within or appearing on the Solutions may not reflect the most current or accurate information, including without limitation municipal codes, events, or contact information. Your use and reliance on such Content and information is at your own risk. For confirmation of accurate information, please contact the Authority that owns the Content and information. You agree that CivicPlus is not responsible or liable for any inaccurate Content or information provide within or appearing on each Solution. The Content and information provided on the Solutions is not intended to and does not constitute legal or professional advice and no attorney-client relationship is formed.

6. Member Account, Password and Security

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

7. Prohibited Use

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

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a CivicPlus official, a government official, Authority, guide or host, or falsely state or otherwise misrepresent

your affiliation with a person or entity;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through any Solution;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any Content that publicly displays the personally identifiable information of any third party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- engage in spamming, flooding, or denial of service attacks;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt any Solution, Site or servers or networks connected to any Solution or Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Solutions;
- restrict or inhibit any other visitor or user from using the Site or any Solution, including, without limitation, by means of "hacking" or defacing any portion of the Site or Solutions;
- intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law;
- "stalk" or otherwise harass another; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs in this Section 7.
- Use the Site or any Solution in violation of these TOU;
- Use the Solutions and/or Site in violation of the terms of any applicable Acceptable Use Policy, as provided.
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site or any Solution, or otherwise attempt to discover any source code, or allow any

third party to do so;

- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Site Content or Solutions in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site or any Solution in a manner that sends more request messages to the CivicPlus servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser, unless specifically permitted by CivicPlus and in accordance with any specific rate or use limitations;
- Use the Site or any Solution in any manner that damages, disables, overburdens, or impairs any Site or Solution or interferes with any other party's use and enjoyment of any Site or Solution;
- Mirror or frame the Site, Solutions or any part of the foregoing on any other web site or web page.
- Attempt to gain unauthorized access to the Site or Solutions;
- Access the Site or Solutions by any means other than through the interface that is provided by CivicPlus for use in accessing the Site or any Solution;
- Use the Site or Solutions for any purpose or in any manner that is unlawful or prohibited by these TOU.

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

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

You acknowledge, consent and agree that CivicPlus may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOU;
- (c) respond to claims that any Content violates the Rights of third parties;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property or personal safety of CivicPlus, its users and the public.

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

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

8. AI Training Restrictions; No Automated Scraping for AI Purposes.

(a) Definitions. For purposes of this Section, "Automated Scraping" means the use of any robot, spider, crawler, scraper, bot, harvesting tool, data extraction tool, script, automated process, or similar method or technology to access, collect, copy, extract, index, download, ingest, or retrieve data, Content, Site Content, metadata, text, images, audio, video, records, documentation, interfaces, output, or other materials from the Site, any Solution, or any related CivicPlus service, system, or environment. "AI Training Purposes" means training, pre-training, fine-tuning, grounding, retrieval augmentation, testing, benchmarking, evaluating, developing, improving, or otherwise using any artificial intelligence, machine learning, deep learning, large language model, foundation model, neural network, algorithmic, or automated decision-making system or similar technology. "CivicPlus Materials" means the Site, Solutions, Site Content, CivicPlus proprietary Content, documentation, specifications, software, interfaces, designs, layouts, workflows, and all other proprietary materials made available by or through CivicPlus. "Authority Data" means Content, records, data, documents, communications, or other materials provided by, for, or

on behalf of any government entity, public body, agency, department, municipality, district, or other Authority through or in connection with the Solutions, whether such materials are publicly accessible or non-public.

(b) Prohibited Conduct. You shall not, and shall not permit, authorize, assist, or enable any third party to, directly or indirectly: (i) engage in Automated Scraping of any CivicPlus Materials or Authority Data for AI Training Purposes; (ii) use any CivicPlus Materials or Authority Data, whether obtained from the Site, any Solution, any API, any export, any report, any user interface, or any other source connected to CivicPlus, for AI Training Purposes without CivicPlus's express prior written consent; (iii) aggregate, compile, repackage, transmit, sell, license, disclose, provide, or otherwise make available any CivicPlus Materials or Authority Data to any third party for AI Training Purposes; (iv) use any CivicPlus Materials or Authority Data to create, improve, train, validate, test, or support any product or service that competes with CivicPlus or that is intended to substitute for any CivicPlus offering; or (v) use the Site or any Solution to collect or extract Content at a scale, frequency, or manner inconsistent with ordinary human use or the intended functionality of the applicable Site or Solution.

(c) Government Data and Public Records. CivicPlus provides Solutions used by public sector customers and processes information that may include public records, government submissions, resident communications, and other Authority Data. Your access to any Authority Data through the Site or any Solution does not grant any right to use that data for AI Training Purposes. If any Authority Data is subject to public records, open records, freedom of information, sunshine, or similar transparency laws, any rights to request, obtain, inspect, copy, or use such records arise, if at all, under applicable law and from the relevant Authority, not from CivicPlus or under these TOU. Nothing in this Section restricts CivicPlus or an Authority from complying with applicable law, legal process, or lawful public records obligations. Any permitted access to public records or other Authority Data must still not be used to conduct Automated Scraping of the Site or Solutions or to use CivicPlus Materials, platform outputs, compilations, metadata, formatting, organization, or non-public data for AI Training Purposes without CivicPlus's express prior written consent.

(d) Permitted Uses and Exceptions. This Section does not prohibit: (i) standard indexing by general-purpose search engines operating in accordance with applicable robots.txt directives, access controls, and other posted restrictions; (ii) use of accessibility tools, screen readers, browser assistive technologies, and similar technologies by individual users for their ordinary intended purpose in accessing the Site or Solutions; or (iii) use of an API, feed, integration, export, or other functionality expressly authorized by CivicPlus or the applicable Authority solely for its intended purpose and strictly in accordance with the

applicable agreement, documentation, technical restrictions, and usage limits. No exception in this Section permits any use of CivicPlus Materials or Authority Data for AI Training Purposes unless CivicPlus has expressly authorized that use in a signed writing.

(e) Enforcement; Remedies. Any violation of this Section is a material breach of these TOU. In addition to any other rights and remedies available to CivicPlus, CivicPlus may immediately suspend or terminate your access to the Site or any Solution, block or restrict automated access, revoke permissions, deny future access, remove or disable affected Content, and pursue any available legal or equitable remedy. You acknowledge and agree that unauthorized use of CivicPlus Materials or Authority Data for AI Training Purposes may cause irreparable harm for which monetary damages may be inadequate, and that CivicPlus shall be entitled to seek injunctive or other equitable relief, without limiting any other remedy available at law or in equity. CivicPlus reserves all rights to pursue claims arising from unauthorized scraping, extraction, misappropriation, infringement, breach of contract, unfair competition, misuse of data, or other unlawful conduct.

9. Content You Post or Provide.

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

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

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

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

10. Links

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

11. Contributions to CivicPlus

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to CivicPlus through its suggestion or feedback webpages or via email, you acknowledge and

agree that:

- (a) your Contributions do not contain confidential or proprietary information;
- (b) CivicPlus is not under any obligation of confidentiality, express or implied, with respect to the Contributions;
- (c) CivicPlus shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;
- (d) CivicPlus may have something similar to the Contributions already under consideration or in development;
- (e) your Contributions automatically become the property of CivicPlus without any obligation of CivicPlus to you; and
- (f) you are not entitled to any compensation or reimbursement of any kind from CivicPlus under any circumstances.

12. Copyrights and Trademarks

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

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

The CivicPlus name, logo, trademarks and service marks and other CivicPlus product names logos and service names are trademarks of CivicPlus, LLC (the "CivicPlus Marks"). The appearance, layout, color scheme, and design of the Site are protected trade dress.

Without CivicPlus's prior written permission, you agree not to display or use in any manner the CivicPlus Marks.

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

13. CivicPlus's Proprietary Rights

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

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

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

Violations of these TOU, including unauthorized use of the Site or any Solution, may be investigated and appropriate legal action may be taken, including without limitation civil, criminal and injunctive redress. You understand and agree that in CivicPlus's sole discretion, and without prior notice, CivicPlus may terminate and block your access to the Site or to any Solution, cancel your registrations, refuse to honor pending and future purchases made from all credit card accounts or online accounts CivicPlus believes may be

associated with you, cancel a registration associated with any person acting or believed to be acting in concert with you, remove any unauthorized Content or exercise any other remedy available, if CivicPlus believes that your conduct or the conduct of any person with whom CivicPlus believes you act in concert, or the Content you provide, violates or is inconsistent with these TOU or the law, or violates the rights of CivicPlus, a customer of CivicPlus or another user of the Site and Solutions.

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

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

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

15. Rules for Sweepstakes, Contests and Games.

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

16. International Use

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

17. Downloading Files

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

18. Indemnity

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

19. No Resale of Service

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

20. Disclaimers; Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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

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

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

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

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

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE OR ANY SOLUTION, WITH THE DELAY OR INABILITY TO USE THE SITE OR ANY SOLUTION, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR ANY SOLUTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF CIVICPLUS OR ANY OF CIVICPLUS'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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

21. General Practices Regarding Use and Storage

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

22. Modifications to Service

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

23. Termination

You agree that CivicPlus may, under certain circumstances and without prior notice, immediately terminate your CivicPlus account, and access to any Solution. Cause for such termination shall include, but not be limited to:

- (a) breaches or violations of the TOU or other incorporated agreements or guidelines,
- (b) requests by law enforcement or other government agencies,
- (c) a request by you or the appropriate Authority (self-initiated account deletions),
- (d) discontinuance or material modification to any Solutions (or any part thereof),
- (e) unexpected technical or security issues or problems,
- (f) extended periods of inactivity,
- (g) engagement by you in fraudulent or illegal activities, and/or
- (h) nonpayment of any fees owed by you in connection with the Solution.

Termination of your CivicPlus account and access to any Solution includes

- (a) removal of access to all offerings within the specific Solution,
- (b) deletion of your password and anonymization of all related information, files and content associated with or inside your account (or any part thereof), and
- (c) barring of further use of the respective Solution.

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

24. General Provisions

(A) No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this agreement.

(B) Notice

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

(C) Entire Agreement/No Waiver

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

(D) Severability of Terms

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

(E) No Right of Survivorship and Non-Transferability

You agree that your CivicPlus Solution account is non-transferable and any rights to your CivicPlus Solution login or contents within your account terminate upon your death.

(F) Correction of Errors and Inaccuracies

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

(G) Choice of Law and Forum

Any and all disputes relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, or any other CivicPlus web site or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Kansas, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of

the federal or state courts Kansas City, Kansas in the event of any dispute of any kind arising from or relating to these TOU, CivicPlus's Privacy Policy, your use of the Site, any Solution, any other CivicPlus web site or the Content.

(H) Statute of Limitations

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

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

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

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

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

By email: DMCAnotice@civicplus.com

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