

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20754

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 20754 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc

TOWN OF APEX ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill to: Allen Coleman
allen.coleman@apexnc.org

Ship to: Allen Coleman
allen.coleman@apexnc.org

cc AP Contact: apex.invoices@apexnc.org
allen.coleman@apexnc.org

Client Name: Town of Apex
Client Address: PO Box 250, Apex, NC, 27502
Quote Number: 41935
Quote Type: New JustFOIA System
Site Name: Apex, NC
URL: apexnc.justfoia.com

Quote Date: 6/19/2026

Subscription Period Start Date:
 Date of Contract Execution

Subscription Period End Date:
 12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Select Premium - Municipality (Up to 3,000 Requests)	1	\$16,000.00	\$16,000.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)			Included
<input checked="" type="checkbox"/> Any & All Document Management			Included
<input checked="" type="checkbox"/> MCCi Learning Management System (LMS) for JustFOIA			Included
<input checked="" type="checkbox"/> Ideas Portal			Included
<input checked="" type="checkbox"/> Payment Portal			Included
<input checked="" type="checkbox"/> Security Center			Included
<input checked="" type="checkbox"/> Data Storage - 3 TB			Included
<input checked="" type="checkbox"/> Premium Forms w/ Year 1 Onboarding			
• <i>Form 1: Public Records Requests (Dynamic)</i>			
• <i>Form 2: Police Department Records Requests (Dynamic)</i>			

JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION

<input checked="" type="checkbox"/> JustFOIA Managed Support Services	Included
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>	

SUBTOTAL - RECURRING ANNUAL SERVICES	\$16,000.00
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YEAR 1 ORDER COST	\$16,000.00
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$16,800.00
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	\$17,640.00

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below (“Termination” section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERMINATION

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (b) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (c) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon receipt of Order.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

Feature	What's Included
TECHNICAL SUPPORT	JustFOIA provides Technical Support—including break/fix assistance and version updates—Monday through Friday, 8:00 AM to 5:00 PM (local time within the continental U.S.) via the online support center, email (support@JustFOIA.com), and phone (866-942-0464).
JUSTFOIA MANAGED SUPPORT SERVICES (JMSS)	10 Hours that expire each year on Client's renewal date to use for assistance with consultation, training, and configuration post-implementation, including: <ul data-bbox="451 583 1367 791" style="list-style-type: none">▪ Access to support technicians with enhanced knowledge▪ Conduct remote training(s) for new/existing users▪ Perform Annual System Review▪ Assistance with system configurations and modifications to Users, Forms, Workflows, Email Templates, Reports, Dashboards, and Redaction settings

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.
- All services, unless otherwise noted, will be performed remotely.

PREMIUM IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Completion of the Initial User Configuration Spreadsheet
 - Completion of One Workflow Questionnaire per request form process outlining current records request process(es) and requirements.
 - Provide a list of desired dynamic form field(s), inclusive of deflection keywords and/or external links
 - Provide additional requirements for DirectRoute Workflow(s), if applicable including a detailed outline of the desired trigger field (department checkboxes or department dropdown on the request form and desired submission outcome for the initial routing automation
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates

- Provide a list of desired redaction exemption codes and descriptions, if applicable
- Conduct internal staff training (General Staff Users)
- Perform user acceptance testing
- Complete JustFOIA LMS training and certification

JustFOIA TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (Up to 75 minutes) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (Up to 75 minutes) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two 1-hour discovery sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of standard and advanced (dynamic) request forms defined in the Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct Remote System Training 1 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote System Training 2 (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Redaction and Document Management Training (Up to 90 minutes); recording made available in JustFOIA LMS
- Conduct Remote Workflow Training (up to 90 minutes per form); recording made available in JustFOIA LMS
- Lead up to two 1-hour training sessions (2 total hours) covering Client's desired topic(s); recordings made available in JustFOIA LMS
- Configure client-provided Redaction Exemption Codes, if required by Client
- Provide quality assurance testing
- Conduct 30-minute remote introduction to Client Success and Support Teams

JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE “TERMS”)** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE “SOLUTION”). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like (“Malicious Code”) to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA’s knowledge, Client’s use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA’s written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA’s use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

CLIENT SOLUTION CUSTOMIZATIONS

JustFOIA is not responsible for any damage caused by the user’s customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information

to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

