

**NextRequest
Master Service Agreement
Version 4.0 (April 6, 2021)**

This Master Service Agreement (“MSA”), together with the order form (“Order Form”) executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the “Agreement” or “Service Agreement”.

“NextRequest” means NextRequest Co., a Delaware Corporation with principal offices at 460 Brannan St. #77208 San Francisco, CA 94107 and “Customer” means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a “Party” and together as the “Parties”.

1. Defined Terms

- 1.1. “Business Day” or “Business Hours” means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
- 1.2. “Confidential Information” means all non-public information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether before or after the effective date of the Agreement, that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes, and has been specifically marked or otherwise conspicuously designated in writing to the other party as trade secret., and for NextRequest only, scripts and other tools used in the Service that are trade secrets. Information that is (i) independently developed by either Party, without reference to the other’s Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be “Confidential Information” of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
- 1.3. “Customer Content” means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer’s use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
- 1.4. “Customer User” means a person authorized by Customer, such as a Customer employee, to use the Service on Customer’s behalf. Customer User does not include Requesters.
- 1.5. “Hourly Services” means hourly support or training services to be provided by NextRequest under an applicable Order Form.
- 1.6. “Intellectual Property” or “IP” means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.

- 1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking; (v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
- 1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.
- 1.9. "Requester Content" means information provided directly to NextRequest by a Requester. Requester Content does not include Usage Data collected from Requesters.
- 1.10. "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.
- 1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.
- 1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.
- 1.13. "Service Providers" means third-party providers of services that are part of the Service.
- 1.14. "Usage Data" means 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 NextRequest's 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 NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest 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 NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest 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.

2. Services

- 2.1. **NextRequest Service.** During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.
- 2.2. **Service Level Agreement.** NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.
- 2.3. **Other Services.** If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.
- 2.4. **Excluded Services.** Unless expressly provided in the Order Form, NextRequest 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.

- 2.5. **Security.** The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at <https://www.nextrequest.com/compliance/security-policy>.
3. **Intellectual Property and Licenses.**
- 3.1. **Service.** The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.
- 3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest [Terms of Service](#). As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.
- 3.4. **Feedback and improvements.** Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.
4. **Customer Obligations and Restrictions**
- 4.1. **Security.** Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

- 4.2. **Compliance with Laws.** Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest 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 acknowledges and agrees that the Service, including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. 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 NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Subject to the limitations of Section 768.28, Florida Statutes, as amended from time to time, Customer will be responsible for its negligent acts and omissions arising out of or relating to such use. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing. Nothing contained in this provision shall be construed or interpreted as consent by Customer to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. Section 768.28, Florida Statutes, is deemed to apply for claims and actions arising in tort and/or contract.
- 4.3. **Acceptable Use Policy.** Customer shall not use the Service (i) to 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; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (v) monitor data or traffic on the Service without permission; (vi) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where 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; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.
- 4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at <https://www.nextrequest.com/privacypolicy>, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at <https://www.nextrequest.com/termservice> which may be updated from time to time. NextRequest agrees to provide Customer with written notice of any amendments to the NextRequest Privacy Policy and the NextRequest Terms of Service at least thirty (30) days prior to such amendments becoming effective to Customer's use of the Service.

- 4.5. **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 NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.
- 4.6. **Removal of Customer Content, Suspension of Service**
- 4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.
- 4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest 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 NextRequest, 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 of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.
- 4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.
- 4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance written 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.
- 4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.
5. **Representations and Warranties.** The parties each represent, warrant, and covenant that:
- 5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- 5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;
- 5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;
- 5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against it in accordance with its terms;
- 5.5. It has all necessary rights 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;
- 5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.
- 5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.
6. **Fees and Invoicing.**
- 6.1. **Fees, Invoicing.** Customer will pay all fees stated in the Order Form within 45 days of receiving an invoice from NextRequest, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes. License Fees renewal pricing shall not to exceed a three percent (3%) increase from one year to the next.

- 6.2. **Payments Processing.** This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at <https://stripe.com/us/legal>. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.
- 6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer. Notwithstanding the foregoing, any such reimbursement shall be in strict accordance with Chapter 112, Florida Statutes.
- 6.4. **Taxes.** Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order. Customer is exempt from payment of Florida State Sales and Use Tax. NextRequest shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with Customer, nor is NextRequest authorized to use Customer's Tax Exemption Number in securing such materials. NextRequest shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.
7. **Confidential Information**
- 7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.
- 7.2. **Return of Confidential Information.** Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 4.5 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.
- 7.3. **Notification Obligation.** If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.
- 7.4. **Requests for Confidential Information.** Notwithstanding the foregoing, NextRequest acknowledges that Customer is a public entity subject to Chapter 119, Florida Statutes. If Customer receives a public records request for public records received from NextRequest, including any records that may be or may contain Confidential Information, Customer shall promptly notify NextRequest. The notice shall inform NextRequest that it must promptly inform Customer, in writing, whether or not NextRequest claims an exemption to the release of part or all of the requested public record. If NextRequest claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If NextRequest claims that an exemption applies to part of a requested public record, NextRequest shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be

produced for inspection and copying. If NextRequest promptly notifies Customer of a claim of exemption, Customer shall review the exemption claimed and decide whether to release the public records. If NextRequest fails to promptly notify Customer that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and Customer shall release the record as requested.

7.5. **NextRequest Indemnification of Customer.** NextRequest will indemnify, defend, and hold Customer and its elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any third party person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Florida Statutes, that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by Customer with counsel of Customer's choice but at the expense of NextRequest, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by NextRequest.

8. **Publicity. In the event that customer has indicated a Publicity Contact on the Order Form,** NextRequest will request Customer's consent to use Customer's name and logo in NextRequest promotional or marketing materials by contacting the Customer Publicity Contact. If Customer does not respond to NextRequest's request within fourteen (14) days, or declines to identify a Publicity Contact, Customer agrees that NextRequest may publicly disclose Customer's use of the Service and may use Customer's name and logo to identify Customer as its customer in promotional or marketing materials, including press releases.

9. **Term and Termination**

9.1. **Term.** The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year. Renewal rates shall not exceed 3% above the previous year.

9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.

9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.

9.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest 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, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

9.5. **Termination for Non-appropriation.** Notwithstanding the foregoing, the parties acknowledge and agree that Customer is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by Customer of funds sufficient to pay the costs associated herewith in any fiscal year of Customer. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by Customer's governing board in any fiscal year to pay the costs associated with Customer's obligations under this Agreement, or in the event the funds budgeted

or appropriated are, or are estimated by Customer to be, insufficient to pay the costs associated with Customer's obligations hereunder in any fiscal period, then Customer will notify NextRequest of such occurrence and either party may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to Customer of any kind whatsoever; however, Customer shall pay NextRequest for all services performed under this Agreement through the date of termination.

10. **Changes to Services.** In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**

11.1. **NextRequest's Indemnification of Customer.** If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest will indemnify and hold harmless Customer against and from third party damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such action or the amount of the settlement thereof; provided that (i) NextRequest is promptly notified in writing of such claim or suit, (ii) NextRequest will have the sole control of the defense and settlement thereof, and (iii) Customer furnishes NextRequest, on reasonable request, information available to Customer for such defense. The Customer will not admit any such claim without prior consent of NextRequest. NextRequest's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon NextRequest whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of this Agreement.

11.2. **NextRequest's Obligations for IP Infringement.** In the event of a claim of infringement, NextRequest shall, at its sole option and expense (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 11 states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.

11.3. **Customer's Indemnification of NextRequest.** Subject to the limitations of Section 768.28, Florida Statutes, Customer shall be responsible for any claim, judgment, or proceeding relating to or arising out of Customer's negligent acts and omissions in its performance under this Agreement. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The Town shall not be required to indemnify Vendor under the Contract Documents. Section 768.28, Florida Statutes, is deemed to apply to the Contract Documents for claims and actions arising in tort and/or contract.

12. **Disclaimers and Limitations on NextRequest's Liability**

12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.

12.2. **Disclaimer of Warranty.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.

12.3. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW AND CUSTOMER'S LIABILITY IS SUBJECT TO THE LIMITS OF SECTION 768.28, FLORIDA STATUTES, WHICH IS DEEMED TO APPLY TO THIS AGREEMENT FOR CLAIMS AND ACTIONS ARISING IN TORT AND/OR CONTRACT.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. Insurance

13.1. NextRequest shall procure and maintain and shall cause any subcontractor of NextRequest to procure and maintain, the minimum insurance coverages listed below throughout the term of the Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Customer. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

13.1.1. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreement and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

13.1.2. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate.

13.2. Customer shall be named as an additional insured on all required insurance coverage.

13.3. Cyber Liability policies shall contribute as primary and non-contributory. All policies provided by NextRequest or a subcontractor shall include a waiver of subrogation.

13.4. Prior to commencement of Services, NextRequest shall submit to Customer certificates of insurance evidencing the required insurance as stated herein.

14. General

- 14.1. **Governing Law.** Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of Florida, without respect to conflict-of-laws principles. Any and all legal action, including mediation, necessary to enforce this Agreement will be held in Palm Beach County, Florida.
- 14.2. **Conflict Resolution.** Disputes related to or arising out of this Agreement shall not be subject to binding or non-binding arbitration. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.
- 14.3. **Notice.** Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date. The Party contact identified in the Order Form may be modified by providing the other party written notice of such modification as provided herein.
- 14.4. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.
- 14.5. **Force Majeure.** Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 14.6. **Modifications.** Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.
- 14.7. **Entire Agreement.** The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.
- 14.8. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
- 14.9. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.
- 14.10. **No Waiver.** Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
- 14.11. **No Partnership.** The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.
- 14.12. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

- 14.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.
- 14.14. **Public Entity Crimes.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, NextRequest certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 14.15. **Scrutinized Companies.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, NextRequest certifies that it is not participating in a boycott of Israel. Customer and NextRequest agree that Customer will have the right to terminate the Agreement if NextRequest is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 14.16. **Palm Beach County IG.** In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. NextRequest should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable. NextRequest shall not provide gifts or entertainment to Customer, its elected officials or employees.
- 14.17. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, NextRequest shall:
- 14.17.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 14.17.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- 14.17.3. Maintain copies of all subcontractor affidavits for the duration of the Agreement and provide the same to Customer upon request;
- 14.17.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 14.17.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Agreement; and
- 14.17.6. Be aware that if Customer terminates the Agreement under Section 448.095(2)(e), Florida Statutes, NextRequest may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by Customer as a result of termination of the Agreement.
- 14.18. **Public Records Law.** NextRequest shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of Customer as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- 14.18.1. Keep and maintain public records required by the Town to perform the services.
- 14.18.2. Upon request from Customer's custodian of public records or designee, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.18.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement following completion of the Agreement if NextRequest does not transfer the records to Customer.
- 14.18.4. Upon completion of the Agreement, transfer, at no cost, to Customer all public records in possession of NextRequest or keep and maintain public records required by Customer to perform the service. If NextRequest transfers all public records to Customer upon completion of the Agreement, NextRequest shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NextRequest keeps and maintains public records upon completion of the Agreement, NextRequest shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to Customer, upon request from Customer's custodian of public records or designee, in a format that is compatible with the information technology systems of Customer.

IF NEXTREQUEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NEXTREQUEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: LAKISHA BURCH, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

**NextRequest
Service Level Agreement**

This Service Level Agreement (“SLA”) defines the support obligations of NextRequest Co., a Delaware corporation (“NextRequest”) to Customer, a purchaser of NextRequest’s service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Master Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Master Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider (“Hosting Provider”), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance (“Uptime”). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our Security Policy. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer’s data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer’s request and begin work on the issue:

Severity Level (Priority)	Definition	Initial Response Time and Channel
Critical Service is inoperative	Service is inoperative, Customer’s business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days <i>(phone or email)</i>
Standard (High)	Service is operating but issue is causing significant disruption of Customer’s business operations; workaround is unavailable or inadequate.	1 Business Day <i>(phone or email)</i>

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day <i>(email)</i>
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day <i>(email)</i>

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	Days of Service added to the end of the service term at no charge to Customer
99.9% to 99.0%	3
89.9.0% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

NextRequest for Town of Loxahatchee Groves, FL

What do I get with NextRequest?	<p><i>An all-in-one platform for managing records requests</i> across your entire agency. It's an annual subscription and includes:</p> <ul style="list-style-type: none"> • Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates
Security?	<p>We protect your information using:</p> <ul style="list-style-type: none"> • SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: nextrequest.com/security
Technical Requirements?	<p>NextRequest is entirely web based and software-as-a-service</p> <ul style="list-style-type: none"> • Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	Town of Loxahatchee Groves, FL	Start Date	8/15/2023
Account URL(s)*	townofloxahatcheegrovesfl.nextrequest.com <i>*Account URL cannot be altered once created</i>	Invoice Date	8/15/2023
Primary Contact Name	Lakisha Burch	Renewal Date	8/15/2024
Email and Phone	lburch@loxahatcheegrovesfl.gov 561-807-6672		
Address	155 F Road, Loxahatchee Groves, FL, 33470		

Service Agreement : Welcome to NextRequest! Thanks for using our platform. This Service Agreement (“Agreement”) is entered between NextRequest, LLC, with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 (“NextRequest”), and the Customer listed above (“Customer”), as of the Effective Date. This Agreement includes the above subscription and support (the “Services”) and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals : Pricing may be subject to a standard 3% annual increase to account for application improvements, new features and inflation.

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking Payments: Invoicing and Online Payments (<i>*Approved payment processors</i>) Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition) IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA	\$899.00	12	\$10,788.00
Standard Set Up & Onboarding (One-time) Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, Knowledge Base Articles , and Service Level Agreement	\$1,500.00	1	\$1,500.00
Setup Fee Waiver	-\$1,500.00	1	-\$1,500.00
One-Time Credit for Service One-Time Credit of \$1798.00 applied for 2 months of service.	-\$899.00	2	-\$1,798.00

Subtotal **\$8,990.00**

Total \$8,990.00

*Pricing is Valid for 60 Days from the Current Date

Town of Loxahatchee Groves, FL	NextRequest, LLC
Signature:	Signature:
Name & Title:	Name & Title:
Date:	Date:
Accounts Payable Info	
Name:	Phone:
Email:	Will issue PO? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Download our W-9 at: <https://www.civicplus.com/verify> (password: foiasoftware)